eProcurement System Government of India

Tender Details

Date : 19-Nov-2026 04:30 PM

Print

Basic Details

Organisation Chain	Directorate General of Shipping		
Tender Reference Number	DG_SEC/160/2026-O/o DGS_DGS		
Tender ID	2026_DGS_935009_1	**Withdrawal Allowed**	Yes
Tender Type	Open Tender	**Form of contract**	QCBS
Tender Category	Services	**No. of Covers**	2
General Technical Evaluation Allowed	Yes	**ItemWise Technical Evaluation Allowed**	No
Payment Mode	Offline	**Is Multi Currency Allowed For BOQ**	No
Is Multi Currency Allowed For Fee	No	**Allow Two Stage Bidding**	No

Payment Instruments

Offline	S.No	Instrument Type
	1	Bank Guarantee

Cover Details, No. Of Covers - 2

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

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

Tender Fee in ₹	0.00		
Fee Payable To	Nil	**Fee Payable At**	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	5,00,000	**EMD Exemption Allowed**	Yes
EMD Fee Type	fixed	**EMD Percentage**	NA
EMD Payable To	Directorate General of Shipping	**EMD Payable At**	Mumbai

Click to view modification history

Work /Item(s)

Title	Request for Proposal (RFP) for the Selection of Service Provider for the Development of a Maritime Training Ecosystem.				
Work Description	Request for Proposal (RFP) for the Selection of Service Provider for the Development of a Maritime Training Ecosystem.				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	0.00	**Product Category**	Miscellaneous Services	**Sub category**	NA
Contract Type	Tender	**Bid Validity(Days)**	180	**Period Of Work(Days)**	NA
Location	Directorate General of Maritime Administration	**Pincode**	400042	**Pre Bid Meeting Place**	Online
Pre Bid Meeting Address	Link has been provided at the RFP	**Pre Bid Meeting Date**	30-Nov-2026 02:00 PM	**Bid Opening Place**	Online
Should Allow NDA Tender	No	**Allow Preferential Bidder**	No		

Tenderer Class	As per Tender Document

Critical Dates

Publish Date	19-Nov-2026 05:00 PM	**Bid Opening Date**	15-Dec-2026 03:00 PM
Document Download / Sale Start Date	19-Nov-2026 05:00 PM	**Document Download / Sale End Date**	14-Dec-2026 03:00 PM
Clarification Start Date	20-Nov-2026 10:00 AM	**Clarification End Date**	30-Nov-2026 06:00 PM
Bid Submission Start Date	20-Nov-2026 10:00 AM	**Bid Submission End Date**	14-Dec-2026 03:00 PM

Tender Documents

NIT Document

S.No	Document Name	Description	Document Size (in KB)
1	Tendernotice_1.pdf	Notice inviting RFP	567.18

Work Item Documents

S.No	Document Type	Document Name	Description	Document Size (in KB)
1	Tender Documents	RFP.pdf	RFP	1821.72
2	BOQ	BOQ_982536.xls	BOQ	337.50

View GTE /QCBS Details - Maritime Training ECO System

S.No	Particulars	Description	Expected Value	Mandatory	Points(Weightage)
1.0	**Maritime Training ECO system**	**Selection of Service Provider for the Development of a Maritime Training Ecosystem**		Yes	
1.01	Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference -Demonstration of the understanding of the clients requirements, key issues challenges and mitigation	Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference -Demonstration of the understanding of the clients requirements, key issues challenges and mitigation	Yes	Yes	10
1.02	Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference -Understanding and Approach and Methodology for each of the following components	Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference -Understanding and Approach and Methodology for each of the following components	Yes	Yes	35
1.03	ISO 56001-2024 (for digital transformation and AR-VR innovation)	ISO 56001-2024 (for digital transformation and AR-VR innovation)	Yes	Yes	5
1.04	Previous Experience as a System Integrator in the last 7 financial years for either an Faculty Development Programme or Digital TAR Book, or Central Attendance System, or Web Based Simulator, or Online Maritime Certificate Validation or similar proj	Previous Experience as a System Integrator in the last 7 FY for either an Faculty Development Programme or Digital TAR Book,or Central Attendance System,or Web Based Simulator,or Online Maritime Certificate Validation or similar project	Yes	Yes	10
1.05	Previous Experiences as a System Integrator in the last 7 financial years for an LMS	Previous Experiences as a System Integrator in the last 7 financial years for an LMS	Yes	Yes	20
1.06	Specific experiences of the Bidder (as a firm) relevant to the Assignment	Specific experiences of the Bidder (as a firm) relevant to the Assignment	Yes	Yes	10
1.07	Transfer of knowledge (training) program (relevance of approach and methodology	Transfer of knowledge (training) program (relevance of approach and methodology	Yes	Yes	10

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	rjadhav-dgs@gov.in	Ritesh Suresh Jadhav	RITESH SURESH JADHAV
2.	vsinha-dgs@gov.in	Vishal Kumar Sinha	VISHAL KUMAR SINHA
3.	s.durgesh@gov.in	Durgesh Sharma	DURGESH SHARMA

GeMARPTS Details

GeMARPTS ID	2HAVG1XDJFB5
Description	Not available

Report Initiated On	19-Nov-2026
Valid Until	19-Dec-2026

Tender Properties

Auto Tendering Process allowed	No	**Show Technical bid status**	Yes
Show Finance bid status	Yes	**Stage to disclose Bid Details in Public Domain**	Technical Bid Opening
BoQ Comparative Chart model	Normal	**BoQ Compartive chart decimal places**	2
BoQ Comparative Chart Rank Type	L	**Form Based BoQ**	No

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	DDG
Address	9th Floor Beta Building, i-Think Techno Campus, Kanjurmarg East, Mumbai, Maharashtra 400042

Tender Creator Details

Created By	Vishal Kumar Sinha
Designation	UDC
Created Date	19-Nov-2026 04:18 PM

नौवहन महानिदेशालय, मुंबई

DIRECTORATE GENERAL OF MARITIME ADMINISTRATION, MUMBAI

Request for Proposals (RFP)

for

Selection of Service Provider for the Development of a Maritime Training Ecosystem

RFP Ref. No.: DG_SEC/160/2026-O/o DGS_DGS

Date of Issue: 19th November 2026

ISSUING AUTHORITY:
DIRECTORATE GENERAL OF MARITIME ADMINISTRATION, MUMBAI
Postal Address: 9th Floor Beta Building, I-Think Techno Campus, Kanjurmarg (East), Mumbai - 400 042 (India)

Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Applicants/Consultants whether verbally or in documentary or any other form by or on behalf of the Directorate General of Maritime Administration (DGMA) is provided on the terms and conditions set out in this RFP and any other terms and conditions subject to which such information is provided.

This RFP is not an agreement and does not constitute an offer or invitation by client to the prospective Applicants or any other party. Its purpose is solely to provide information that may assist Applicants in preparing their Proposals.

This RFP contains assumptions, assessments, statements, and information made by DGMA in relation to the proposed consultancy. These are provided for reference purposes only and may not be complete, accurate, adequate, or correct. Each Applicant should conduct its own independent assessment, investigation, and analysis and obtain independent advice as it may deem necessary before submitting any Proposal.

The information provided herein is not intended to be an exhaustive account of applicable legal or regulatory requirements and should not be considered a complete or authoritative statement of law. DGMA shall not be responsible for the accuracy or interpretation of legal provisions contained in this document.

DGMA, its employees, and advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law or contract for any loss, damage, cost, or expense arising from any aspect of this RFP, including its accuracy, completeness, reliability, or suitability for any particular purpose.

DGMA reserves the right to amend, revise, update, or withdraw the RFP at any stage, to accept or reject any or all Proposals, and to cancel or annul the bidding process, without assigning any reason and without incurring any liability whatsoever. The issue of this RFP does not imply that client is bound to select any Applicant or to appoint the selected Consultant.

All costs associated with the preparation and submission of the Proposal, including but not limited to documentation, travel, presentations, and other expenses, shall be borne solely by the Applicant. client shall not be liable in any manner for such costs, regardless of the outcome of the selection process.

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Section 1: Letter of Invitation

Subject: Request for Proposal (RFP) for the Selection of Service Provider for the Development of a Maritime Training Ecosystem.

1) Directorate General of Maritime Administration (DGMA)(hereinafter referred to as the 'client') Government of India, is seeking to engage a Service Provider for the Development of a Maritime Training Ecosystem (hereinafter called "Services"). The full details of this assignment are outlined in the Request for Proposal (RFP) document.
2) The Proposals are invited online from experienced Bidder/ agencies that meet the eligibility and qualification criteria detailed in the RFP.
3) The RFP document is available on both the Central Public Procurement Portal (CPPP) at https://eprocure.gov.in/eprocure/app and the official client website at https://www.DGMAhipping.gov.in

1	RFP Ref No.	20-19/12/2025-TRG-DGS
2	Name of Assignment	Request for Proposal (RFP) for the Selection of Service Provider for the Development of a Maritime Training Ecosystem.
3	Date of Publishing	19th Nov 2026, 17:00 Hrs.
4	Start date for receiving Queries / requests for clarification	20th Nov 2026, 10:00 Hrs.
5	Last date for receiving Queries / requests for clarification	30th Nov 2026, 18:00 Hrs.
6	Pre-Bid meeting	30th Nov 2026, 14:00 Hrs.
7	Start date of submission of Proposal	20th Nov 2026, 10:00 Hrs.
8	Last date of submission of Proposal	14th Dec 2026, 15:00 Hrs.
9	Mode of submission-Online	CPP portal (https://eprocure.gov.in/eprocure/app)
10	Opening of Technical Proposal date and time	15th Dec 2026, 15:00 Hrs.
11	Technical presentation by the firms	To be intimated separately
12	Date for opening of financial Proposals	To be intimated later only to qualified firms
13	Authority to be contacted in case of any clarification / request for entry permission for physical visit	Name:- Deependra Singh Bisen, Designation: Dy Director General of Maritime Administration Email: - singh.deependra@gov.in training-dgs@nic.in Mobile: +91 9425412001

4) The interested firms or applicants shall submit their Technical and Financial Proposals online through the CPPP portal (https://eprocure.gov.in/eprocure/app) on or before specified date and time. Submissions must be digitally signed by the Bidder's authorized signatory and include complete and legible scanned copies of the original documents duly initialled by the bidder's Authorized Representative.
5) Joint ventures or consortiums are permitted to submit a proposal for this assignment.
6) The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Bidders and Data Sheet

Section 3 – Data Sheet

Section 4 - Eligibility Qualification and Evaluation Criteria

Section 5 – Terms of Reference

Section 6 – Proposal Submission Forms

Section 7 – General Conditions of Contract

Section 8 – Special Condition of Contract

Section 9 –Annexures

Section 2 – Instructions to Bidders (ITB)

A. General

1) Introduction

a) This Section provides the relevant information as well as instructions to assist prospective Bidders in preparation and submission of Proposals. It also includes the mode and procedure to be adopted by the client (hereinafter referred to as the 'client') for receipt and opening as well as scrutiny and evaluation of Proposals and subsequent placement of award of contract.

b) The client named in the ***Data Sheet*** will select an eligible consulting firm / organization ((hereinafter referred to as the Bidder), in accordance with the method of selection specified in the ***Data Sheet***.

c) Before preparing the Proposal and submitting the same to the client, the Bidder should read and examine all the terms & conditions, instructions etc. contained in the Request for Proposals document ((hereinafter referred to as RFP) . Failure to provide required information or to comply with the instructions incorporated in this RFP may result in rejection of Proposals submitted by Bidders.

d) The successful Bidder will be expected to complete the Services by the Intended Completion period as provided in the ***Data Sheet*** and communicated in the services contract.

2) Code of Integrity

a) The client and all officers or employees of the client, whether involved in the procurement process or otherwise, or Bidders and their representatives or employees participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity in accordance with the code of integrity prescribed under GFR.

b) In case of breach of the code of integrity by a Bidder, the client, after giving a reasonable opportunity of being heard, may take appropriate measures including.

(i) exclusion of the Bidder from the procurement process.

(ii) calling off of pre-contract negotiations and forfeiture or encashment of Proposal security.

(iii) forfeiture or encashment of any other security or bond relating to procurement.

(iv) recovery of payments made by the client along with interest thereon at bank rate.

(v) cancellation of the relevant contract and recovery of compensation for loss incurred by the client.

(vi) debarment of the Bidder from participation in any future procurements of any client for a period of up to three years.

3) Eligibility and Qualification Criteria for Bidders

a) This RFP is open to all Bidders who meet all eligibility and qualification criteria specified in Section 4 of this RFP document. Bidders must also ensure that they do not have any conflict of interest, as defined under the ITB 4.

b) client employees, Committee members, Board members, and their immediate relatives (spouses or children) are not eligible to participate.

c) Additionally, Bidder who have been involved in corrupt or fraudulent practices or have been debarred from public procurement by any state or central government entity, are also ineligible.

d) **General Ineligibility:** The Bidder (including each member of a Joint Venture/Consortium, key experts, or allied firms) must be free from any debarment, blacklisting, or suspension by the Procuring Entity, the Ministry/Department, or any other Central Government Ministry/Department/CPSE as on the date of bid submission.

e) **Exclusion due to Pending Proceedings for Code of Integrity (CIPP) Transgression:** No Bidder shall be eligible to participate in this Tender if, on or before the date of bid submission:

   I. The Bidder has been issued a formal Show-Cause Notice or Notice of Default by the Procuring Entity for a breach of the Code of Integrity in Public Procurement (CIPP), including but not limited to submission of false, forged, misleading, or fraudulent documents, or misrepresentation in any prior procurement process; OR

   II. An interim order of debarment, suspension, or business dealing prohibition has been issued against the Bidder by the Procuring Entity or the Ministry/Department pending finalization of debarment proceedings; OR

   III. The Bidder's previous tender/contract with the Procuring Entity was annulled, cancelled, or scrapped due to a proven or prima-facie finding of misrepresentation, fraudulent practice, or submission of inauthentic credentials.

f) **Non-Responsiveness:** Any bid submitted by a Bidder falling under sub-clauses 2(a), 2(b), or 2(c) above shall be declared non-responsive at the preliminary evaluation stage and rejected without opening the financial bid or undertaking further technical evaluation

4) Conflict of Interest

a) A Bidder must provide professional, objective, and impartial advice. Their primary duty is to prioritize the client's interests, avoiding any conflicts that may arise from other assignments, their own corporate interests, or the desire for future work.

b) A Bidder is obligated to immediately disclose any actual or potential conflicts of interest that could impact their ability to act in the client's best interest. Failure to do so may result in their disqualification, contract termination

c) Prohibited Circumstances: A Bidder will be disqualified under the following specific circumstances:

   i) Conflict between consulting activities and procurement: A firm hired to provide goods, works, or non-consulting services for a project or its affiliates is barred from also providing consulting services related to those same goods or works. Similarly, a firm providing consulting services for a project's preparation cannot later provide the goods, works, or non-consulting services for that project.

ii) Conflict among consulting assignments: A Bidder, including its experts and sub-consultants, or any of their affiliates, cannot be hired for an assignment that conflicts with another assignment they are undertaking for the same or a different client.

iii) Relationship with client's staff: A Bidder with a close business or family relationship with a client's professional staff who are directly or indirectly involved in the assignment's terms of reference, selection, or supervision is ineligible for the contract. This disqualification can only be waived if the conflict is resolved to the satisfaction of the client throughout the selection and execution of the contract.

B. Preparation of Proposals

5) General Considerations:

The Bidder must prepare their proposal in strict accordance with the requirements outlined in the RFP . Failure to include all requested information will be considered a material deficiency and may result in the rejection of the proposal.

6) Bid Security

a) Bidder who are not exempted from submission of bid security/EMD, shall furnish bid security as specified in the ***Data Sheet***. Any proposal not accompanied by Bid Security other than exempted Bidder shall be rejected as non-responsive.

b) Bidders mentioned in the ***Data Sheet*** are exempted from payment of EMD.

c) Unless otherwise specified in ***Data Sheet***, the earnest money shall be valid for a period of forty-five days beyond the final bid validity period. Document for establishing submission or waiver of EMD must be uploaded.

d) The Bid Security shall be forfeited / Bid security declaration shall be executed under the following circumstances:

1) If the Bidder is found to have violated the Code of Integrity.
2) If the Bidder withdraws, amends, or modifies its proposal during validity period or any extension agreed by the Bidder thereof.
3) If the successful Bidder fails to sign the Contract Agreement within the stipulated time after being notified of the award.
4) If the successful Bidder fails to furnish the required Performance Security within the specified time frame.
5) If the Bidder is found to have submitted false, incorrect, or misleading information or documents in support of its proposal.
6) If the Bidder engages in corrupt, fraudulent, coercive, or collusive practices in competing for the contract.

e) The Bid Security of unsuccessful Bidder shall be returned without interest after expiry of the final Bid validity and latest on or before the 30th day after the signing of the Contract with the successful Bidder and the furnishing of the required Performance Security.

f) The Bid Security of the successful Bidder shall be returned /bid-Securing Declaration stand expired upon signing of the Contract and submission of the required Performance Security.

7) Cost of Preparation of Proposal:

The Bidder(s) shall bear all direct or consequential costs, losses and expenditures associated with or relating to the preparation, submission, and subsequent processing of their Proposals, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the client may require, or any other costs incurred in connection with or relating to their Proposals. All such costs, losses and expenses shall remain with the Bidder(s), and the client shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Procurement Process, regardless of the conduct or outcome of the Procurement Process.

8) Language of Proposals

Proposal submitted by the Bidder and all subsequent correspondences and documents relating to the Proposal exchanged between the Bidder and the client, shall be written in English language. However, the language of any printed literature furnished by the Bidder in connection with its Proposal may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the Proposal, the English translation shall prevail.

9) Documents Comprising the Proposal:

The Bidder shall upload all documents specified in the ***Data Sheet***, strictly using the formats provided in ***Section 6*** of this RFP.

10) Only One Proposal:

A Bidder, including any member of a joint venture, shall submit only one proposal, either independently or as part of a joint venture. If a Bidder or joint venture member participates in more than one proposal, all such proposals shall be disqualified.

However, a sub-consultant or a consultant's personnel may be included as Key Experts or Non-Key Experts in multiple proposals only if the circumstances justify it and the ***Data Sheet*** permits it.

11) Pre-Proposal Conference

a) To address any queries or clarify issues related to the RFP, a Pre-Proposal Meeting may be convened at the date, time, and location specified in the ***Data Sheet***.
b) Participation is not mandatory: However, if a Bidder chooses not to (or fails to) participate in the Pre-Proposal conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno-commercial conditions.
c) During the meeting, queries raised by representatives of prospective Bidders shall be responded to appropriately. However, participants shall also be requested to submit their queries in writing either by the close of office the following working day or via email to maintain an official electronic record.

d) The client shall issue written responses to all such queries without disclosing the identity of the originator. If required, the client shall issue an amendment to the RFP in accordance with the provisions of the ***ITB13.*** Such amendments shall be binding on all prospective Bidders.

12) Proposal Validity:

a) Proposals shall remain valid for the period specified in the ***Data Sheet***, or any extended date as may be amended by the client in accordance with ***ITB 13.***

b) A Proposal valid for a shorter period shall be rejected as nonresponsive.

c) In case the day upto which the Proposals are to remain valid falls on/subsequently declared a holiday or closed day for the client , the Proposal validity shall automatically be deemed to be extended upto the next working day.

d) In exceptional circumstances, before the expiry of the original time limit, the client may request the Bidders to extend the validity period for a specified additional period. The request and the Bidders' responses shall be made in writing or electronically.

1. The Bidder has the right to refuse to extend the validity of its Proposal, in which case such Proposal shall not be further evaluated.
2. If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
3. If any Key Experts become unavailable for the extended validity period, the Bidder shall seek permission to substitute another Key Expert. The Bidder shall provide adequate written justification and evidence to the Procuring Entity with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than the originally proposed one. The technical evaluation score, however, shall remain based on the evaluation of the CV of the original Key Expert.
4. If the Bidder fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal shall be rejected.

13) Clarification and Amendment of RFP:

a) The Bidder may seek clarification on any part of the RFP during the period specified in the ***Data Sheet***. All such requests shall be made in writing or by electronic means to the client's address as provided in the ***Data Sheet***. The client shall respond in writing or by electronic means and circulate the response, including an explanation of the query (without disclosing the source), on online procurement portal.

b) The client finds it necessary to amend the RFP based on the clarifications, it shall issue a formal amendment in writing or electronically before the Proposal submission deadline. Such amendments shall be uploaded on online procurement portal and communicated to the concern Bidder and shall be binding on them.

c) In case of substantial amendments, the client may extend the Proposal submission deadline to provide adequate time for Bidders to incorporate the changes.

d) The Bidder may submit a revised Proposal or modifications to any part thereof at any time prior to the Proposal submission deadline. No modifications shall be accepted after the deadline.

14) Technical Proposal Format and Content:

a) The Technical Proposal shall be prepared using the Standard Forms provided in ***Section 6*** and should upload all documents as per ***ITB 9.*** The Technical Proposal shall strictly exclude any financial information. Any Technical Proposal containing material financial data shall be considered non-responsive and rejected.
b) The Bidder shall submit only one Curriculum Vitae (CV) per Key Expert position and shall not propose alternative Key Experts. Non-compliance with this requirement will result in the Proposal being declared non-responsive.

15) Financial Proposal:

a) The Bidder shall prepare and upload the Financial Proposal using the prescribed template (BOQ in Excel) provided with this RFP.
b) The Financial Proposal must be an offer in Indian Rupees.
c) The quoted price shall be comprehensive and inclusive of all applicable taxes, duties, levies, and out-of-pocket expenses (boarding, lodging, travel, forwarding, insurance, transportation, delivery, etc.). No additional charges beyond the quoted price shall be payable by the client or by the users.
d) Taxes should be quoted at prevailing rates at the time of submission. Any increase in taxes after submission shall be borne by the client/users, while any reduction or exemption shall be passed on to the client/users.
e) The client reserves the right to request proof of payment for any tax, duty, or levy included in the proposal.
f) All fields in the Financial Proposal must be duly completed.
g) Discounts and Rebates**:** Conditional discounts/rebates or those offered suo-motu after the Proposal Opening (technical or financial) shall not be considered for evaluation or ranking. However, if the Bidder is selected without considering such discounts/rebates, the same shall be availed and incorporated in the contract.
h) The quoted price shall be treated as the final. No additional claims shall be entertained, except for statutory taxes as per prevailing laws.
i) Any Financial Proposal that is conditional or not submitted in the prescribed format shall be summarily rejected.

C. Submission, Opening and Evaluation of Proposals:

16) Submission of Proposal:

a) Technical and Financial Proposals must be uploaded on the eProcurement Portal mentioned in the Data Sheet accordance with the instructions given in Annexure -1. The information is also available on the online procurement portal CPPP. The proposals must be uploaded until the deadline for the Proposal submission as notified therein. If the office

happens to be closed on the deadline to submit the Proposal as specified above, this deadline shall not be extended. No manual Proposals shall be made available or accepted for submission. Proposals submitted through modalities other than those stipulated in Data Sheet shall be liable to be rejected as nonresponsive.

b) Bidders are advised to ensure they submit their Proposal within the deadline of submission, taking the server clock as a reference, failing which the portal shall not accept the Proposal. No request on the account that the server clock was not showing the correct time and that a particular Bidder could not submit their Proposal because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The client shall not be responsible for any failure, malfunction or breakdown of the e-procurement portal.

c) The date for submission and opening of Proposals shall be extended, under the following circumstances:

   i) A sufficient number of Proposals have not been received within the stipulated time, and the client is of the view that an extension may lead to receipt of additional Proposals; or
   ii) The RFP document requires substantial modifications arising from discussions during the pre-Proposal meeting or otherwise and the time available for preparation of Proposals is deemed insufficient**,** warranting an extension.

d) Modification & Resubmission: Once submitted in e-Procurement, the Bidder cannot view or modify his Proposal since it is locked by encryption. However, resubmission of the Proposal by the Bidders for any number of times superseding earlier Proposal(s) before the submission date and time is allowed. Resubmission of a Proposal shall require uploading all documents, including the financial Proposal, afresh. The system shall onsider only the last Proposal submitted.

e) Withdrawal: The Bidder may withdraw his Proposal before the Proposal submission deadline, and it shall be marked as withdrawn and shall not get opened during the Proposal opening. No Proposal should be withdrawn after the Proposal submission deadline and before the Proposal validity period expires. If a Bidder withdraws the Proposal during this period, the client shall be within its right to forfeit the Bid Security (or enforce the Bid Securing Declaration, if it was allowed in lieu of Bid Security), in addition to other punitive actions provided in the RFP Document.

17) Opening of the Technical Proposal:

a) The client shall publicly open online the *Technical Parts* of all proposals received by the submission deadline, at the date, time, and place specified in the ***Data Sheet***, in the presence of the designated representatives of the Bidders and any other interested parties who wish to attend. The status of opening may also be viewed by the Bidders online through the e-procurement portal.

b) The *Financial Parts* of the proposals shall remain encrypted and unopened in the e-procurement system until the public opening scheduled after the evaluation of the Technical Parts has been completed.

c) During the opening, the client will announce the Bidders' names, the presence or absence of a Bid Security or Bid Securing Declaration (if required) and any other relevant details may also be announced online.
d) If the scheduled proposal opening day is declared a holiday for the client, the proposals will be opened at the same time and location on the next working day.
e) An electronic summary of the bid opening shall be generated and uploaded on the e-procurement portal. The client shall also prepare the official minutes of the bid opening, capturing all information disclosed during the process, and make the same available online for viewing.

18) Determination of Responsiveness

a) The Proposal Evaluation Committee, constituted by the client, shall determine the responsiveness of each Proposal with reference to the requirements outlined in the RFP, based solely on the contents of the Proposal as submitted.
b) A Proposal shall be considered substantially responsive if it meets all the requirements of the RFP, without material deviation, reservation, or omission. For this purpose:

    i) A “deviation” means a departure from the specified requirements of the RFP.
    ii) A “reservation” means setting conditions or limitations, or failure to accept the terms of the RFP in full.
    iii) An “omission” means failure to provide part or all the information or documentation required under the RFP.

c) A material deviation, reservation, or omission is one that:

    i) Substantially affects the scope, quality, or performance of the Services to be provided under the Contract;
    ii) Limits in a substantial way the rights of the client or the obligations of the Bidder under the Contract; or
    iii) If rectified, would unfairly affect the competitive position of other Bidders who submitted substantially responsive Proposals.

d) The Proposal Evaluation Committee shall carefully examine the technical aspects of each Proposal to confirm compliance with the RFP requirements, and to ensure that there are no material deviations, reservations, or omissions.
e) A Proposal shall be deemed responsive if it conforms to all terms, conditions, and requirements set out in the RFP, or if it contains only minor deviations or errors that do not materially affect the substance of the Proposal and can be corrected without altering the intent or content of the Proposal.
f) Proposals that are determined to be non-responsive or found to contain material deviations, reservations, or omissions shall be rejected and shall not be considered for further evaluation.

19) Non-conformities, Errors, and Omissions

a) Provided that a Proposal is substantially responsive, the client may waive any non-conformity, deviation, or omission that does not constitute a material deviation.
b) Where a Proposal is substantially responsive, the client may request the Bidder to submit additional information or documentation within a reasonable time frame to correct non-material omissions or documentary non-conformities. Such clarifications shall not relate to any aspect of the Proposal Price. Failure to respond within the stipulated time may result in rejection of the Proposal.
c) If a Proposal is substantially responsive, the Proposal Evaluation Committee may rectify quantifiable non-material non-conformities related to the Proposal Price. For comparison purposes only, the Proposal Price shall be adjusted to reflect the price of missing or non-conforming items or components, as applicable.

20) Immaterial non-conformities

a) The Proposal Evaluation Committee may waive minor deviations, non-conformities, or omissions in the Proposal that do not constitute a material deviation, reservation, or omission, and may deem such Proposal to be responsive.
b) The Proposal Evaluation Committee may, at its discretion, request the Bidder to provide clarifications or submit documents of a historical and factual nature within a reasonable period. Failure to comply with such a request within the stipulated time shall result in rejection of the Proposal.
c) The Proposal Evaluation Committee may rectify immaterial non-conformities or omissions based on the information or documentation submitted by the Bidder, provided such rectification does not affect the substance of the Proposal.

21) Clarification of Proposals

a) During the evaluation of Techno commercial or Financial Proposals, the client may, at its discretion, but without any obligation to do so, ask the Bidder to clarify its Proposal by a specified date. The Bidder should answer the clarification within that specified date (or, if not specified, 7 days from receiving such a request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the Proposal shall be sought, offered, or permitted that may grant any undue advantage to such Bidder. Any clarification submitted by a Bidder regarding its Proposal that is not in response to a request by the client shall not be considered.
b) The client reserves its right to, but without any obligation to do so, seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the Proposal Opening and which have not undergone change since then and do not grant any undue advantage to any Bidder. There is a provision on the portal for requesting Short-fall documents from the Bidders. The system allows taking the shortfall documents from Bidders only once after the technical Proposal opening.
c) If the Bidder fails to provide satisfactory clarification and/or missing information, its RFP shall be evaluated based on available information and documents.

22) Evaluation of Technical Proposals

a) The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by the Bidder in its/ his Proposal and other allied information deemed appropriate by client. Evaluation of Proposals shall be based only on the criteria/ conditions mentioned in the ***Section 4 – Evaluation Criteria***.
b) The determination shall not consider the qualifications of other firms, such as the Bidder's subsidiaries, parent entities, affiliates, or any other firm(s) different from the Bidder.
c) The Bidder's Technical Proposal shall be evaluated in two parts:

    i) Part A comprises mandatory eligibility and qualification criteria that must be met by all Bidders. Technical Proposals that do not satisfy the requirements under Part A shall be deemed non-responsive and will not be considered for further evaluation under Part B.
    ii) Technical Proposals of Bidders who qualify under Part A shall then be evaluated under Part B, using the scoring criteria, sub-criteria, and point system specified in the ***section 4***.

d) Shortlisted Bidders (those meeting the criteria in Part A) shall be required to deliver a presentation on their submitted Technical Proposal, as per the details provided in the ***Data Sheet***. The presentation shall be strictly limited to the contents of the submitted Technical Proposal to facilitate better understanding of the proposal by the client evaluation committee.
e) The client's Evaluation Committee shall evaluate each responsive Technical Proposal based on its alignment with the TOR and the RFP requirements.
f) Each proposal will be assigned a technical score.
g) Any proposal that fails to achieve the minimum qualifying technical score stated in the ***Data Sheet*** shall be rejected and excluded from further consideration.
h) Only those Bidders who meet the minimum qualifying technical score requirement shall be eligible for the opening of their financial proposals.

23) Confidentiality:

a) From the time of opening of the Proposals until the publication of the Contract award, Bidders shall not contact the client on any matter related to their Technical or Financial Proposal. Any information relating to the evaluation of Proposals and the recommendation for award shall remain confidential and shall not be disclosed to Bidders or any other person not officially involved in the process, until the client issues the Notification of Intention to Award the Contract. However, the client may notify Bidders of the outcome of the Technical Proposal evaluation, where applicable.
b) Any attempt by a Bidder, or by any person acting on its behalf, to unduly influence the client during the evaluation process or in the decision-making for the award of the Contract shall result in the rejection of the Bidder's Proposal. Such conduct may also invite action against the Bidder under the prevailing law or debarment.
c) Notwithstanding the above, if a Bidder wishes to communicate with the client on any matter related to the selection process during the period between Proposal opening and Contract award publication, such communication shall be made only in writing**.**

24) Opening of Financial Proposals:

a) Upon completion of the technical evaluation, the client shall notify through online procurement portal to all Bidders whose Proposals have been determined to be non-responsive, i.e., those that did not meet the minimum qualifying technical score.
b) Simultaneously, the client shall notify those Bidders who have achieved the minimum qualifying technical score, disclosing their overall technical score along with a detailed breakdown by criterion and sub-criterion. The notification shall also specify the date, time, and location of the public opening of the Financial Proposals and include an invitation to attend.
c) The public opening of Financial Proposals shall be scheduled no earlier than the number of Business Days specified in the Data Sheet from the date of publication of the technical evaluation results on the online procurement portal.
d) Attendance at the public opening of Financial Proposals whether in person or online and is optional and at the discretion of the Bidder.
e) The Financial Proposals shall be opened publicly by the client, in the presence of the representatives of the Bidders and any other interested parties who choose to attend.
f) A record of the public opening shall be prepared and uploaded on the online procurement portal.
g) The financial quotation shall be benchmarked against ₹24,20,60,000, being the price quoted by the H1 Bidder (QCBS) in the earlier RFP, with a permissible variation of ±25%. The benchmark plus 25% shall constitute the price cap, and quotations exceeding this cap shall be rejected.

Quotations more than 25% below the benchmark shall not be automatically rejected but shall be examined by the Evaluation Committee on the merits of the submission as potentially abnormally low bids. The Committee may seek justification and supporting details to assess the feasibility of executing the prescribed scope at the quoted price.

25) Selection of Bidder: Quality-and-Cost-Based Selection (QCBS): Combined Technical and Financial Evaluation

In a Quality-and-Cost-Based Selection (QCBS) process, the total score is calculated by weighting and combining the technical (quality) and financial (cost) scores . The weightage of technical and financial proposal is given in ***Data sheet***. The specific formula is provided in the ***section 4.*** The Bidder with the highest combined score will be considered to have the most advantageous proposal and will be invited to contract negotiations.

D. Negotiations and Award:

26) Negotiations

A. **Technical Negotiations**

i) Technical negotiation shall be held at the date, time, and address specified in the ***Data Sheet***. The Bidder shall be represented by an authorized person(s) who holds a valid Power of Attorney authorizing them to negotiate and sign the Contract on behalf of the Bidder. Technical negotiations shall include discussions on the TOR, the Bidder's proposed methodology and work plan, the client's inputs, relevant Special Conditions of the Contract, and finalization of the "Description of Services" section of the Contract.
ii) These discussions shall not result in any substantial modification to the original scope of services defined in the TOR or the key terms of the Contract, as such changes may affect the quality of outputs, the price, or the basis of the original evaluation.

B. Financial Negotiations

i) Financial negotiations shall include clarification of the Bidder's tax liabilities and the manner in which these will be reflected in the Contract.

C. Conclusion of Negotiations

i) The client shall prepare formal minutes of the negotiations, which shall be signed by both the client and the Bidder's authorized representative.
ii) Negotiations shall conclude with a review and finalization of the draft Contract. The finalized draft shall then be initialed by both the client and the Bidder's authorized representative.
iii) If negotiations fail, the client shall notify the Bidder in writing, outlining the pending issues and points of disagreement, and provide a final opportunity for resolution. If the disagreement remains unresolved, the client may terminate the negotiations and communicate the reasons for doing so.

27) Notification of Award

a) Prior to the expiration of the Proposal validity period, the client shall notify the successful Bidder in writing that its Proposal has been accepted. This notification, referred to as the "Letter of Award " (LoA) in the Conditions of Contract and Contract Forms, shall specify the accepted Contract price. The expected date of Contract award shall be as indicated in the ***Data Sheet***.
b) The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub- clause below. The client, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA**.**

28) Signing of Contract

Promptly after the notification of award, the client shall send the Contract Agreement to the successful Bidder. Within twenty-eight (28) days of receiving the Contract Agreement, the Bidder shall sign, date, and return the executed Contract to the client**.**

29) Performance Security

a) Within the days as specified in the LOI, the successful Bidder shall furnish the Performance Security as specified in the ***Data Sheet.***

b) The Performance Security shall be submitted in the form of a Bank Guarantee or Electronic Bank Guarantee issued by a Scheduled Commercial Bank in India, in favour of the client.

c) The Performance Security shall remain valid for a period of 60 days beyond the completion of all contractual obligations, including any extensions, if applicable.

d) Failure of the successful Bidder to submit the required Performance Security or to sign the Contract Agreement within the stipulated time shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such a case, the client reserves the right to award the contract to the next most advantageous Bidder.

e) Upon signing of the Contract Agreement and submission of the required Performance Security by the successful Bidder, the client shall promptly release the Bid Securities of both the successful and unsuccessful Bidders.

f) The Bidder shall be solely responsible for renewing or extending the validity and claim period of the PBG in case of non-completion of the project

g) client reserves the right to invoke the Performance Bank Guarantee in case the Bidder:

   i) Fails to discharge contractual obligations during the Contract Period, or
   ii) Causes any loss to client due to negligence or non-performance in project implementation as per agreed terms and conditions.

30) Grievance Redressal/ Complaint Procedure

a) The Bidder has the right to submit a complaint or seek de-briefing regarding the rejection of his proposal, in writing or electronically, within 10 days of the declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the authority mentioned in ***Data Sheet.***

b) Within 5 working days of receipt of the complaint, the client shall acknowledge the receipt in writing to the complainant, indicating that it has been received, and the response shall be sent in due course after a detailed examination.

c) The client /authority shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating Proposals and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:

   1) Only a Bidder who has participated in the procurement process, i.e., pre-qualification, Bidder registration or bidding, as the case may be, can make such representation.

   2) Only a directly affected Bidder can represent in this regard.

   3) In the case of EOI, before the submission of Technical/ financial Proposals, an application for review concerning the technical/ financial Proposal may be filed only by a Bidder who has qualified in the EOI;

4) If a technical Proposal has been evaluated before the opening of the financial Proposal, an application for review concerning the financial Proposal may be filed only by a Bidder whose technical Proposal is found to be acceptable.

d) No third-party information (RFPs, evaluation results) can be sought or included in the response.

e) The following decisions of the client shall not be subject to review:

1. Determination of the need for procurement.
2. Complaints against Terms of Reference except under the premise that they are either vague or too specific to limit competition
3. Selection of the mode of procurement or RFP system.
4. Choice of the selection procedure.
5. Provisions limiting the participation of Bidders in the Procurement Process, in terms of policies of the Government
6. Provisions regarding purchase preferences to specific categories of Bidders in terms of policies of the Central Government
7. Cancellation of the Procurement Process except where it is intended to subsequently re- tender the same Services.

Section 3. ITB-Data Sheet

The following specific information for the procurement of Consultancy Services shall complement, supplement, or amend the provisions of the Instructions to Bidders (ITB). In the event of any conflict between the provisions of the ITB and those specified in this Data Sheet, the provisions of the Data Sheet shall prevail

<table>
<tr><th>ITB Reference</th><th>Details</th></tr>
<tr><td>ITB 1 (b)</td><td>The client is: Directorate General of Maritime Administration
9thFloor, Beta Building, I- Think Techno Complex, Kanjur Marg (E), Mumbai– 42
The Method of Selection of Bidder is: Quality & Cost Based Selection (QCBS)</td></tr>
<tr><td>ITB 1 (d)</td><td>The intended completion date/Period is 1 year for deployment and 5 years O&M</td></tr>
<tr><td>ITB 6(a)</td><td>The amount of Bid security shall be Rs. 5 lakhs in the form of any one of the following

The EMD shall be submitted through any one of the following instruments/modes, in favour of the client:

a) Bank Guarantee (BG): Issued by a scheduled commercial bank in India, in the format prescribed in this RFP. The BG must be valid for a period of 45 days beyond the final bid validity period.

d) Electronic Bank Guarantee as per following details:

<table>
<tr><th>Sr. No.</th><th>Field</th><th>Description</th><th>Sample Details</th></tr>
<tr><td>1</td><td>UIN</td><td>Legal entity’s identification number</td><td>UIN: NCTGC2518P</td></tr>
<tr><td>2</td><td>TAN No</td><td></td><td>MUMD13139A</td></tr>
<tr><td>3</td><td>Name and Address</td><td>Name of legal entity</td><td>Directorate General of Maritime Administration, Mumbai, 9th Floor Beta Building, i-Think Techno Campus, Kanjurmarg East, Mumbai, Maharashtra 400042</td></tr>
<tr><td>4</td><td>Email ID</td><td>Official contact email</td><td>DGMAhip-DGMA@nic.in</td></tr>
</table>
</td></tr>
</table>

<table>
<tr><th>ITB Reference</th><th>Details</th></tr>
<tr><td></td><td>
<table>
<tr><td>5</td><td>Name of Representative</td><td>Designated authority representing the branch/division</td><td>Directorate General of Maritime Administration</td></tr>
<tr><td>6</td><td>Representative Email</td><td>Custodian’s email address</td><td>DGMAhip-DGMA@nic.in</td></tr>
<tr><td>7</td><td>Mobile Number</td><td>Mobile number of authorized representatives only</td><td></td></tr>
<tr><td>8</td><td>Business Unit Code</td><td>Identifier of department/office/zone</td><td>022</td></tr>
<tr><td>9</td><td>Contract Reference Number</td><td>Tender or Purchase Order number</td><td>20-19/12/2025-TRG-DGMA</td></tr>
<tr><td>10</td><td>Relation to Contract</td><td>Beneficiary type</td><td>Beneficiary</td></tr>
</table>

Bidder has to upload scanned copy / proof of the DD /BG along with technical proposal and has to ensure delivery of hardcopy to the client within 5 days of Bid End date / Bid Opening date.
</td></tr>
<tr><td>ITB 6(b)</td><td>Exemption from EMD:

Bidders registered as: Micro and Small Enterprises (MSEs) under the MSME Act, or Start-ups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT), or Bidders registered with Central Purchase Organizations (CPOs) for the services under this RFP, are exempted from payment of EMD upon submission of valid supporting documents.

Bid Security Declaration (Mandatory for Exempted Bidders): Bidders claiming exemption from EMD payment must mandatorily submit a signed Bid Security Declaration in the format provided in Section 6. Failure to submit the declaration shall result in disqualification of the bid.</td></tr>
<tr><td>ITB 9</td><td>A) Technical Proposal / Envelop:
List of documents to be uploaded online in the technical envelope as per the details in the attached forms

1. Copy of Incorporation/Registration Certificate of Bidder.
2. Copy of GST Registration Certificate and PAN Card.
3. Declaration on Blacklisting/Debarment and Conflict of Interest Status – (Form T-11).
4. Bid Security / EMD Document (DD/Bank Guarantee as applicable).
5. Bid Securing Declaration – for Bidders claiming exemption from furnishing EMD (Form T-9B).</td></tr>
</table>

ITB Reference	Details
	6. Checklist for Bidders*(Form T-8)* 7. Audited Annual Financial Statements (Balance Sheet, Profit & Loss Account, and Schedules) for the last three (3) financial years ending 31st March 2025. 8. Letter of Proposal Submission *(Form T-1)*. 9. Bidder's Details *(Form T-1A)*. 10. Bidder's Experience in Similar Assignments/Projects *(Form T-2 & 2B)*. 11. Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by the client *(Form T-3)*. 12. Financial Capability Statement *(Form T-13)*. 13. Bidder's Approach, Methodology, and Work Plan *(Form T-4)*. 14. Eligibility and Qualification Compliance Sheet *(Form T-7)*. 15. Profile of Key Experts / Resource Persons *(Form T-6)*. 16. Work Schedule and Planning for Deliverables *(Form T-5)*. 17. Key Resource Deployment Plan *(Form T-6)*. 18. Joint Venture / Consortium Declaration (if applicable) *(Form T12)*. 19. Any Other Document(s) specifically mentioned in the RFP / Data Sheet / Instructions to Bidders (ITB). **A. Financial** proposal /Envelop As per the financial proposal in BOQ Excel sheet
ITB 10	Participation of Sub-Bidders, Key Experts, and Non-Key Experts in more than one Proposal shall be permitted.
ITB 11(a)	The pre-Proposal meeting shall be held electronically on 30th Nov, 2026 at 14:00 Hrs. The web-link to attend the pre-Proposal meeting is as follows: https://teams.microsoft.com/meet/473852992319751?p=I1F18R1nTEGg4EkQtx
ITB 12(a)	Proposals shall be valid for 180 calendar days from the last date of submission of proposal
ITB 13(a)	Client's address: Directorate General of Maritime Administration, 9thFloor, Beta Building, I- Think Techno Complex, Kanjur Marg (E), Mumbai– 42
ITB 16 (a)	The client shall use the following electronic-procurement system to manage this Request for Proposal (RFP) process: Central Public Procurement Portal (CPPP) **https://eprocure.gov.in/eprocure/app** The Proposals must be uploaded on the e-procurement portal specified in ITB 1(m) no later than: Date: 14th Dec 2026 Time: 15:00 Hrs.
ITB 17 (a)	Technical proposal will be opened on the e-procurement portal by the client's Evaluation Committee at the date and time indicated below. Date: 15th Dec 2026 Time: 15:00 Hrs

ITB Reference	Details
ITB 22 (g)	The minimum technical score (St) required to pass is: 70 Marks out of 100
ITB 24 (c)	Days shall be 05 business days
ITB 25 (i)	**The weights given to the Technical (T) and Financial (P) Proposals are**: **T** = 70 and **P** = 30
ITB 26 A(i)	Directorate General of Maritime Administration, 9thFloor, Beta Building, I-Think Techno Complex, Kanjur Marg (E), Mumbai– 42
ITB 29 (a)	The Performance Security shall be ***Rs. 15 lakhs***

Section 4 – Eligibility, Qualification and Evaluation Criteria

This section outlines the criteria that the client will use to evaluate Proposals and determine the qualification of Bidders. No other factors, methods, or criteria shall be applied for the purpose of evaluation beyond those specified herein.

A) Eligibility and Qualification Criteria:

1) Eligibility Criteria:

The Bidder should meet the following all eligibility criteria:

Sr. No.	Particulars	Criteria	Supporting Documents to be uploaded
1	Legal Status	The Bidder must be a legally registered entity in India, such as a Private Limited Company, Limited Company, or Limited Liability Partnership (LLP). In the case of a Consortium / Joint Venture, the Lead Bidder and each Consortium Member must also be a legally registered entity.	Copy of the incorporation / registration certificate clearly indicating the nature of business.
2	Tax and Statutory Compliance	The Bidder must have valid and active registrations for: Goods and Services Tax Identification Number (GSTIN) & Permanent Account Number (PAN) In the case of a Consortium / Joint Venture, all members must have PAN and GSTIN registrations.	Copy of certificate for Registration under GSTN and copy of PAN
3	Minimum Operational Experience of the Firm	The firm/ its parent firm must have at least 3 years of operational experience in similar work from the date of incorporation.	Copy of the incorporation / registration certificate clearly indicating the nature of business
4	Applicable Industry Standard certificates:	A. International Innovation Management Standard: Valid certification or third-party conformity attestation in ISO	**For ISO 56001:2024 / ISO 56002:2019**: Copy of valid ISO 56001:2024 Certificate issued by an IAF-accredited certification

Sr. No.	Particulars	Criteria	Supporting Documents to be uploaded
	International Quality, Security & Innovation Management Certifications	56001:2024 (Innovation Management System — Requirements) or ISO 56002:2019 (Innovation Management System — Guidance). B. Core Engineering, Security & Service Standards : 1. CMMI Level 3 or above (Development / Services; 2. ISO 9001:2015 (or latest version) – Quality Management System; 3. ISO/IEC 27001:2022 – Information Security Management System 4. ISO/IEC 20000-1:2018 (or latest version) – IT Service Management System and 5. MeitY/ISO 27017/27018 (via your Cloud Partner).	body, OR a valid third-party ISO 56002:2019 Conformity/Compliance Assessment Certificate issued by a recognized international certification/inspection body. • **For CMMI**: Copy of valid Appraisal Disclosure Statement (ADS) as on the RFP submission date, displaying an active PARS reference link/ID for independent online verification. • **For ISO 9001, 27001 & 20000-1:** Copy of valid certificates issued by an IAF-accredited certification body, clearly reflecting the scope and validity dates as on the RFP submission deadline. •**For** MeitY/ISO 27017/27018: Attach CSP's MeitY empanelment letter, STQC audit status, and cloud security/PII certificates via a formal MAF (Manufacturer's Authorization Form).
5	Classification Society Approval required for the LMS	The proposed Learning Management System (LMS) must be approved or certified by a recognized Classification Society operating as an RO in India.	Proof of compliance, including valid certification, must be submitted.
6	Blacklisting/Debarment	The Bidder must not have been blacklisted or debarred by any government department, public sector undertaking, or multilateral agency as on the date.	Self-Declaration on company letterhead by authorized signatory

Sr. No.	Particulars	Criteria	Supporting Documents to be uploaded
		In case of a Joint Venture/ Consortium, all members must meet this requirement. Of submission.	
7	Conflict of Interest	The Bidder must not have any conflict of interest, as defined in the Instructions to Bidders (ITB) section of this RFP. In case of a Joint Venture /Consortium, all members must comply with this requirement.	Declaration by authorized signatory
8	Bid Security Compliance	Submission of EMD	Copy of Account Payee Demand Draft /Fixed Deposit Receipt or Bank Guarantee. If the Bidder is claiming exemption from submission of EMD, following documents need to be submitted A valid and relevant registration certificate (e.g.,Udyam Registration for MSEs, DPIIT recognition certificate for Start-ups); and A duly signed Bid Security Declaration as prescribed in the RFP.

In the case of a Consortium / Joint Venture, all members must comply with all the eligibility criteria

2) Qualification Criteria:

The Bidder should meet the following all qualification criteria:

Sr. No.	Particulars	Criteria	Supporting Documents to be uploaded
1	Turnover	Turnover: Minimum average annual turnover of INR 10 Cr. at least, during the last three (3) financial years ending 31st March 2025 In case of a JV/Consortium, the Lead Member must meet 100% of the	Audited Annual Financial Statements (Balance Sheet, Profit & Loss Account, and Schedules) for the last three (3) financial

		requirement, and each of the other members must meet at least 25% of the requirement.	years ending 31st March 2024. A Certificate from a Chartered Accountant (CA) having valid UDIN clearly certifying: Annual Turnover for each of the last three financial years; and The Average Annual Turnover over the three-year period; and The above information shall be provided as per the prescribed format Consortium proposal Document to be submitted by the Lead Bidder and by each Consortium Member separately.
2	Financial: Net worth	The Bidder must have a positive net worth for the last three (3) consecutive financial years, i.e., 2022-23,2023-24 & 2024-2025 as evidenced by audited financial statements. Joint Venture / Consortium: The Lead Bidder and all the consortium members must have a positive net worth for the same period	Audited financial statements for the past 3 financial years. CA Certificate (having valid UDIN) for 3 Years.
3	Experience of Bidder in Similar Projects	During the last 3 years, the Bidder / Lead Bidder must have created at least 500 number of 3D animated videos of 90 seconds minimum	Experience shall be supported by work orders, completion certificates, or client letters specifying the nature, value, and duration of the assignment.
4	Experience as a System Integrator for LMS-Minimum Number of Projects	The Bidder/Lead Bidder must have system integrator experience for LMS implementation projects, including system integration, customization, operations and maintenance, training and capacity building and technical workforce support. At least 3 such projects must be completed or substantially completed,	Experience shall be supported by work orders, completion certificates, or client letters specifying the nature, value, and duration of the assignment.

		serving a minimum of 500 users through web or mobile app or both together, with integration to enterprise systems (e.g., HRMS/ERP/CRM) and compliance with standards (e.g., SCORM, GDPR). These work orders should be from any of the State/Central Government Departments /Organisations / Public Sector Undertakings/ DGMA approved MTIs	
5	Experience as a System Integrator for LMS-Minimum Value of Projects	System Integrator experience of successful Go- Live / completed project during the last Three years (from the last date of bid submission) in ONE Learning Management System project of amount not less than Rs. 4.5 crores OR, TWO Learning Management System projects of amount not less than Rs. 2.8 crores each OR, THREE Learning Management System projects of amount not less than Rs. 2.25 crores each. Each of which includes Learning Management System development for maritime training, Software Support, training, support manpower & maintenance involving services to any state / central government organization in India or DGMA approved MTIs and PSU in India or abroad.	Experience shall be supported by work orders, completion certificates, or client letters specifying the nature, value, and duration of the assignment.
6	SLA Based Monitoring	Should have previous experience / able to provide 99.9% uptime for any SLA based agreements	Experience shall be supported by work orders, completion certificates, or client letters specifying the nature, value, and duration of the assignment.
7	Attendance System Experience	Should have provided or used or hosted or having proven technical capability to host services similar to Centralized Attendance System / biometric attendance system for at least 1000 attendees at simultaneously more than 8 (eight) different locations.	Experience shall be supported by work orders, completion certificates, or client letters specifying the nature, value, and duration of the assignment.
8	Examination Evaluation/	Should have previous experience in any sort of evaluation /assessment of	Experience shall be supported by work

	Assessment Experience	exams with more than 50,000 students in a year	orders, completion certificates, or client letters specifying the nature, value, and duration of the assignment.
9	Faculty Developmen t Programme	Should be having proven technical capability to host a Faculty Development Programme with at least 300 faculty members	Experience shall be supported by work orders, completion certificates, or client letters specifying the nature, value, and duration of the assignment.
10	Web Based Simulator	Should have experience of hosting web based simulator used for STCW approved courses for electronic simulations with exercises and assessment module	Experience shall be supported by work orders, completion certificates, or client letters specifying the nature, value, and duration of the assignment.

3) Technical Evaluation Criteria:

Technical Proposal of Bidders, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below

Part B

Sr. No.	Criteria	Max Points	Notes
A	**Specific experience of the Bidder (as a firm) relevant to the Assignment**:	**10**	[Notes to Bidder: Ref Form T-2]
B	**Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TORs)**	**45**	Notes to Bidder: Ref Form T-4, T-5,T-6. The Procuring Entity shall assess whether the proposed methodology is a clear response to the TORs, the work plan is realistic and implementable; the overall team composition is balanced and has an appropriate skill mix, and the work plan has the correct input of Experts]
(i)	Understanding & Approach and Methodology for each of the following components: • Learning Management System - 5 Marks • Faculty Development Programme – 5 marks • Digital TAR Book – 5 marks • Central Attendance System – 5 marks • Web Based Simulator – 5 marks • Online Maritime Certificate Validation – 5 marks	35	

Sr. No.	Criteria	Max Points	Notes
	• AR/VR / Mixed Reality Training– 5 marks		
(ii	Demonstration of the understanding of the client's requirements, key issues & challenges and mitigation proposed and for any other services as may be finalized by the competent authority. Qualitative assessment will also be done on suitability of the bidder to customize and deploy any value added tech leveraged solution on the training ecosystem platform on cost basis from stakeholders subsequent to prior approval from procuring entity being competent authority.	10	
C	ISO 56001:2024 (for digital transformation and AR/VR innovation)	5	
D	**Transfer of knowledge (training) program** (relevance of approach and methodology):	**10**	
E	**Previous Experience as a System Integrator in the last 7 financial years for an LMS** for maritime training, Software Support, training, support manpower & maintenance involving services to any state / central government organization in India or DGMA approved MTIs and PSU in India or abroad during the last seven financial years. **1-3 Projects: 10 Marks** **3-5 Projects: 15 Marks** **5+ projects: 20 marks**	**20**	
F	**Previous Experience as a System Integrator in the last 7 financial years for either an Faculty Development Programme or Digital TAR Book, or Central Attendance System, or Web Based Simulator, or Online Maritime Certificate Validation or similar projects** either in India or abroad **1-3 Projects: 5 Marks** **3-5 Projects: 8 Marks** **5+ projects: 10 marks**	**10**	
	Total Marks all criteria	100	

C) **Evaluation and Scoring Mechanism**

The client shall adopt a Quality and Cost Based Selection (QCBS) framework as detailed below.

1. Weightage Distribution

The total score is divided into two main categories with a 70:30 weightage between Technical and Financial as under

A. Technical Weightage (Tn): 70% As per Part B of Section 4

B. Financial Weightage (Fn) : 30% The Financial Evaluation shall carry a total weightage of 30 marks (from Fin 1 &2) , which shall be distributed as follows:

Component	Marks
User Fee Structure (Affordability)-Fin-1	20
Revenue / Profit Sharing with the Authority-Fin-2	10
Total Financial weightage	30

B1. Component–1: User Fee Structure (20 % Marks)

Bidders shall quote per-user charges for each service component in the prescribed Financial Bid format.

For the purpose of objective and uniform evaluation, the Authority has provided indicative annual volumes for each component. These volumes are to be used only for evaluation purposes and do not constitute any guarantee of actual usage.

Component	Paying Entity	*Annual Volume for a period of 12 months (Indicative)	Per-User Charge	Annual Value
Learning Management System	Students	7,50,000 enrolments	A	A × 7,50,000
Faculty Development Programme	Faculty	4,500 faculties	B	B × 4,500
Digital TAR Book	Students	10,000 Students	C	C × 10,000
Central Attendance System	MTIs	170 MTIs	D	D × 170
Web-Based Simulator	Students / MTIs	66,000 Students	E	E × 66,000
Online Maritime Certificate Verification	Verifying Entities	5,000 verifications	F	F × 5,000
AR/VR/ Mixed Reality training	Students / MTIs	66,000 Students	G	Gx 66,000

Total Financial Bid for User Fees Component	Sum of above

*Note: The indicative annual volumes are provided solely for the purpose of bid evaluation and do not constitute a guarantee of actual volumes.

Financial Score for User Fees (F_1): Weightage 20% Marks

The bidder quoting the Lowest Total Weighted Value (L1) shall be awarded 20 marks. Financial scores for other bidders shall be calculated using the following formula:

$$F1n = \frac{TWV\ (L\text{-}1)}{TWVn} \times 20$$

Where TWV L-1: Lowest Total Weighted Value (L1) of the bidder

TWVn: Total Weighted Value of the bidder under calculation

B2. Component–2: Revenue Sharing with the Authority (10% Marks)

Bidders shall quote the Revenue Share (%) payable to the Authority in the prescribed Financial Bid format.
The bidder quoting the Highest revenue share (%) (Rmax) shall be awarded 10 marks.

Revenue Share Scoring Formula

$$F2n = \frac{Rn}{Rmax} \times 10$$

Rn = Revenue share (%) offered by the bidder (Fin-2)

Rmax = Highest revenue share (%) offered among all technically qualified bidders (Fin-2)

B3. Total Financial Score (Fn):

The Total Financial Score of a bidder shall be calculated as:

$$F_n = F_{1n} + F_{2n}$$

(Maximum Financial Score = 30 marks)

2. Final QCBS Score:

The Final Combined Score shall be calculated using the QCBS 70:30 weightage, as follows:

Component	Weightage

Technical Score (Tn)	70
Financial Score (Fn)	30

$$Sn=(Tn\times 0.70)+(Fn\times 0.30)$$

The bidder achieving the highest Final Combined Score (S_n) shall be ranked H-1

Illustrative Example of Evaluation

Assume three bidders are technically qualified.

1) **Step-1: Technical Scores (Ts):**

Assume Technical Scores (out of 100):

Bidder	Technical Score (Ts)
Bidder A	78
Bidder B	82
Bidder C	88

Thus, the scaled Score (out of 70):

Bidder	Technical Score (Ts)
Bidder A	54.60
Bidder B	57.40
Bidder C	61.60

2) **Step-2: User Charges Quoted by Bidders: 20% Weightage**

Component	Bidder A	Bidder B	Bidder C
A	100	90	110
B	1,200	1,100	1,300
C	250	230	270
D	50,000	45,000	55,000
E	800	750	900
F	120	110	130

3) **Step-3: Calculation of Annual Value**

Component	Volume	Bidder A	Bidder B	Bidder C
A	7,50,000	₹ 75,000,000	₹ 67,500,000	₹ 82,500,000
B	4,500	₹ 4,50,000	₹ 405,000	₹ 495,000
C	10,000	₹ 1,00,00,000	₹ 900,000	₹ 1,100,000
D	170	₹ 85,00,000	₹ 76,50,000	₹ 93,50,000
E	66,000	₹ 5,28,00,000	₹ 4,95,00,000	₹ 5,94,00,000
F	5,000	₹ 6,00,000	₹ 5,50,000	₹ 6,50,000
Total Value (TV)		₹ 14,73,50,000	₹ 12,65,05,000	₹ 15,34,95,000

4) **Step-4: Financial Score for User Charges (20 Marks)**

Lowest TV (L1) = Bidder B = ₹12,65,05,000/- will get 20 marks

Financial Score Formula:

$$F1n = \frac{TV(L\text{-}1)}{TVn} \times 20$$

Bidder	Calculation	F1 marks (Out of 20 Marks)
A	$\frac{12,65,05,000}{14,73,50,000} \times 20$	17.17
B	$\frac{12,65,05,000}{12,65,05,000} \times 20$	20
C	$\frac{12,65,05,000}{15,34,95,000} \times 20$	16.49

5) Step-5: Revenue Share Offered (10 Marks)

Bidder	Revenue Share (%)
A	10%
B	12%
C	15%

Highest Revenue Share (Rmax) = 15% (Bidder C) will get 10 marks

Revenue Share Score Formula:

$$F2n = \frac{Rn}{Rmax} \times 10$$

Bidder	Calculation	Scaled (10 Marks)
A	10 / 15 × 10	6.67
B	12 / 15 × 10	8
C	15 / 15 × 10	10

6) Step-6: Total Financial Score (Fn – 30 Marks)

Bidder	User Fee Score	Revenue Share Score	Total Fn
A	17.17	6.67	**23.84**
B	20	8	**28**
C	16.49	10	**26.49**

7) Step-7: Final QCBS Score

Bidder	Technical Score (Tn)	Financial Score (Fn)	Total Score
A	54.6	23.84	**78.44**
B	57.4	28	**85.4**
C	61.6	26.49	**88.09**

Bidder C achieves the highest combined score and is ranked H-1 and recommended for award

Section -5 Terms of Reference (ToR)

Introduction

The Directorate General of Maritime Administration intends to engage a Service Provider to provide professional services for Establishment of a Training Ecosystem.

1. Concept of the Training Eco-System

The Training Eco-System is envisaged as a comprehensive, technology-driven framework with the primary objective of strengthening maritime training, skilling, and certification in India. It is designed to enhance the quality, relevance, integrity, and global acceptance of maritime education and competency development, ensuring that Indian seafarers remain highly skilled, employable, and internationally competitive.

At its core, the Training Eco-System establishes a unified, cloud-based digital environment that integrates training delivery, assessment, onboard skill development, faculty upgradation, and certification processes into a single, coherent ecosystem. This integrated approach ensures end-to-end traceability of a seafarer's professional journey from enrolment and classroom learning to onboard training, competency assessment, certification, and lifelong professional development.

By embedding digital oversight, standardized content delivery, and secure validation mechanisms, the ecosystem shifts the focus from compliance-driven training to outcome-oriented skilling, aligned with evolving shipboard technologies and international maritime standards.

The Training Eco-System is designed to:

- Significantly improve the quality and effectiveness of maritime training and skill development through standardized, technology-enabled learning and assessment.
- Ensure credibility and integrity of maritime certification by eliminating fragmented, paper-based, and manually controlled processes.
- Enable real-time regulatory oversight and data-driven decision-making across the training and certification lifecycle.
- Enhance transparency, accountability, and global trust in Indian maritime qualifications.
- Align training outcomes with contemporary shipboard practices, technological advancements, and international conventions.

Through this holistic and integrated approach, the Training Eco-System serves as a foundational reform initiative to modernize maritime human capital development, bridging the gap between training institutions, onboard operations, and global industry expectations.

2. Single Master Integrator Model

2.1 DGMA Intent for Engagement

The Directorate General of Maritime Administration (DGMA) intends to implement the proposed **Training Eco-System** through engagement of a **Single Master Integrator** who shall design, develop, integrate, host, operate, and maintain the complete ecosystem as a consolidated digital solution.
Through this Request for Proposals, DGMA seeks to assess the capability and interest of qualified service providers who can undertake end-to-end responsibility for delivery of the Training Eco-

System, covering all its functional components under a unified governance, technology, and service framework.

2.2 About Single Master Integrator

For the purpose of this RFP, a **Single Master Integrator** refers to a service provider who shall act as the sole accountable entity (which may be a Joint Venture or a Consortium) for the complete Training Eco-System, irrespective of whether individual components are developed in-house or sourced from specialized third-party vendors.
The Master Integrator shall:

- Provide a **fully integrated, interoperable, and scalable solution** covering all identified components of the Training Eco-System.
- Ensure seamless data flow, functional integration, cybersecurity, and regulatory compliance across all modules.
- Remain the **single point of responsibility** for DGMA for performance, service levels, system availability, and issue resolution.

DGMA shall not engage separately with sub-vendors or component-level providers; all coordination, integration, and contractual arrangements with any third parties shall be the exclusive responsibility of the Master Integrator.

2.3 Scope and Responsibilities

The selected Master Integrator shall be responsible for, but not limited to, the following:

- **Design, development, and integration** of all components of the Training Eco-System into a unified digital platform.
- **Hosting and operation** of the entire ecosystem on secure, scalable, and compliant cloud infrastructure.
- Ensuring **end-to-end availability, uptime, data integrity, cybersecurity, and disaster recovery**.
- Continuous **maintenance, upgrades, and technology refresh** to keep the platform aligned with evolving regulatory and industry requirements.
- Providing **dashboards, analytics, and reporting tools** to enable real-time regulatory oversight by DGMA.
- Ensuring compliance with applicable national and international maritime regulations, data protection norms, and cybersecurity standards.
- Managing and coordinating all **third-party vendors**, if any, without any operational or financial liability to DGMA.
- The Service Provider will abide by all **relevant Data Security and Privacy regulations** including the **CISO mandates, DPDP Act, MeiTy Guidelines** etc.
- DGMA may have 1 Master Technological Integrator to impose MeiTy and CISO standard for data storage and cyber security compliances which the service provider shall comply with
- **Integrations and interoperability** with DGMA systems like E-Exam, E-Samudra, MTI modules as required.
- Training and Capacity Building for the Users.
- Post Go live Operation and Maintenance
- Ensure proper Exit management

2.4 Core Commercial and Financial Principle

A fundamental and non-negotiable principle of this procurement is that the proposed Training Eco-System shall be implemented on a **zero-cost basis to the Government of India**.

Accordingly:

- **No funding, capital expenditure, or operational expenditure** shall be borne by the Government of India or DGMA.
- The Master Integrator shall be responsible for **financing, development, licensing, hosting, operation, and maintenance** of the entire platform.
- The Master Integrator shall host all systems and applications on its own or contracted infrastructure for the duration of the engagement.
- Any commercial recovery mechanism shall be based on an **approved service-based or transaction-based model, with a revenue share with the Government of India through the Directorate General of Maritime Administration**, subject to regulatory approvals, without any financial liability to the Government.

This Project shall be implemented under a **Design–Build–Finance–Operate–Maintain (DBFOM)** model.

Under this model, the selected System Integrator ("SI") shall act as a **concessionaire** and shall be solely responsible for the end-to-end design, development, financing, hosting, operation, maintenance, and continuous enhancement of the Training Ecosystem for the duration of the concession period.
The Client shall **not make any payments** to the SI towards system development, implementation, operation, or maintenance.
The SI shall recover its investment and operating costs through the levy and collection of **user charges**, which may be payable by, inter alia:

- Maritime Training Institutes (MTIs); and/or
- Individual users including trainees, instructors, assessors, examiners, or other ecosystem participants.

The SI shall share a specified portion of the revenues generated from the Training Ecosystem with the Client, in accordance with the **revenue-sharing mechanism** defined in the RFP and the Concession Agreement.
This approach is intended to ensure fiscal neutrality while enabling rapid modernization of maritime training, skilling, and certification through private sector expertise and innovation.

2.5 Outcome-Oriented Engagement

Through the Single Master Integrator model, DGMA seeks to ensure:

- Unified ownership and accountability for delivery outcomes.
- Faster implementation with reduced coordination risks.
- Consistent user experience and standardized processes across the maritime training ecosystem.
- Sustainable, technology-enabled improvement in maritime training quality, skilling outcomes, and certification integrity.
-

2.6 Expected Project Timeline & Deliverables Schedule

- 12 Months – Implementation + Go Live of the entire ecosystem
- 5 Years – Operation & Maintenance (extendable as mutually agreed)

2.7 Sub-Contracting of Components of the Training Ecosystem

- The Service Provider shall act as the Master System Integrator for all components of the training ecosystem. Subject at all times to compliance with the Service Levels and obligations set out in the Master Contract, the Service Provider may, at its sole discretion, engage and finalize subcontracts with independent third-party service providers for the delivery of one or more components of the ecosystem.
- Notwithstanding such subcontracting, the Service Provider shall remain fully responsible and accountable to the Client for overall system integration, coordination, performance, and compliance with the applicable Service Level Agreements (SLAs). Any subcontract entered into by the Service Provider shall be on a back-to-back basis and shall ensure adherence to the SLAs and other relevant obligations under the Master Contract. The Client shall have no privity of contract with any such subcontractors.

3: Component 1 – Learning Management System (LMS)

3.1 Overview and Context

The Learning Management System (LMS) is a core component of the Training Eco-System, enabling standardized, secure, and scalable maritime training and certification across India. As the regulatory authority, DGMA ensures compliance with national and international requirements, including STCW. Current institute-specific and manual systems create inconsistencies, limited oversight, and fragmentation.

A centralized, regulator-controlled LMS is required to:

- Deliver uniform, high-quality training across MTIs.
- Ensure secure and transparent learning and assessments.
- Support blended and remote learning models.
- Provide real-time regulatory visibility.
- Offer STCW-aligned baseline content, 1–4 value-addition modules, and mandatory “Sagar Mey Samman” and “Sagar Mey Yog” modules.
- Ensure all training content is reviewed and approved by DGMA.

The LMS will serve as the primary digital interface for learners, MTIs, and DGMA, integrated with attendance, assessments, digital TAR books, and certification workflows.

3.2 Purpose and Objectives of the LMS Component

The LMS aims to address systemic gaps and support DGMA’s objective of enhancing competency and global employability of Indian seafarers. Its core goals are to:

- Establish a uniform national e-learning and assessment platform.
- Ensure compliance with STCW, IMO, and DGMA rules.
- Improve learning outcomes through structured pathways.
- Reduce administrative burden and manual processes.
- Strengthen identity verification, assessment integrity, and auditability.

- Implement standardized STCW-mapped baseline content, value-addition modules, and mandatory “Sagar Mey Samman” and “Sagar Mey Yog.”
- Maintain a structured DGMA vetting/approval workflow for all content.

3.3 Current Scenario and Efforts Undertaken Till Date

Maritime e-learning today relies on an expiring central LMS, diverse institute-specific systems, and manual processes for enrollment, attendance, assessment, and certification. Between September 2024 and December 2025, DGMA conducted stakeholder consultations, market engagements, and proposal evaluations, while exploring interim solutions.
Challenges such as single-bid responses, fragmented systems, governance gaps, and limited integration highlight the need for a future-ready, integrated LMS under a Single Master Integrator model.
This includes standardizing STCW mapping, ensuring DGMA-approved content, and providing structured value-addition modules including “Sagar Mey Samman” and “Sagar Mey Yog.”

3.4 Key Functional Requirements

3.4.1 Learning Delivery and User Experience
- Role-based access for cadets, MTIs, and DGMA.
- Support for structured pathways, blended learning, and mobile/web access.
- Centralized content aligned with approved syllabi, including STCW content and value-addition modules.

3.4.2 Content and Assessment Management
- STCW-aligned content with version control.
- Secure assessment engine with integration to exit exams and CoC workflows.
- Automatic eligibility checks.
- Baseline STCW content, value-addition modules, “Sagar Mey Samman,” and “Sagar Mey Yog” as mandatory modules.
- Classification Society Approval required for the LMS: The proposed Learning Management System (LMS) must be approved or certified by a recognized Classification Society operating as an RO in India. Proof of compliance, including valid certification, must be submitted.
- DGMA approval required before any content goes live.

3.4.3 Security, Identity Verification, and Compliance
- Multi-factor authentication with biometric verification.
- Secure cloud hosting, encryption, and compliance with CERT-In/MeitY/ISO norms.
- Complete audit trails.

3.4.4 Reporting, Analytics, and Integration
- Real-time dashboards and automated regulatory reporting.
- Integration with INDoS and other DGMA systems.
- Predictive analytics.
- Reporting on all module types including mandatory STCW and value-addition modules.

3.5 Governance, Workflow, and Stakeholder Interaction
The LMS will operate under a centralized DGMA governance framework with automated workflows and role-based access.

Key governance features include:

- End-to-end digital workflows.
- Central oversight with MTI autonomy in delivery.
- A DGMA-controlled content approval framework, including periodic reviews and publication controls.

3.6 Challenges and Limitations in the Existing Environment

Current limitations include fragmented systems, weak authentication, partial integration, manual reporting, and continuity risks.

Additional gaps include:

- Lack of consistent STCW mapping across MTIs.
- Absence of DGMA-approved standardized content.
- No uniform approach to value-addition modules, including "Sagar Mey Samman" and "Sagar Mey Yog."

The proposed LMS resolves these by delivering STCW-aligned standardized content, a DGMA-controlled approval process, and uniform value-addition modules, ensuring improved training quality and regulatory assurance.

4: Component 2 – Faculty Development Programme (FDP)

4.1 Overview and Context

The **Faculty Development Programme (FDP)** is a critical pillar of the proposed **Training Eco-System**, aimed at systematically enhancing the **competency, instructional quality, professional standards, and technological readiness of maritime faculty** across India.

Maritime training quality is fundamentally dependent on the **capability, relevance, and continuous upgradation of faculty members**. While infrastructure, simulators, and digital platforms play important roles, the effectiveness of maritime education ultimately rests on the competence of instructors delivering training to cadets and seafarers.

At present, India lacks a **nationally standardized, technology-enabled framework** for continuous faculty development, performance evaluation, competency validation, and professional certification. Existing mechanisms, such as CIP inspections, focus primarily on **faculty presence and compliance verification**, rather than on structured pedagogical enhancement, professional growth, or outcome-based teaching performance.

Recognizing this critical gap, DGMA proposes the establishment of a **centralized, digital, competency-based Faculty Development Programme (FDP)** as an integral component of the Training Eco-System. The FDP will enable **continuous learning, assessment, certification, and performance management of faculty**, aligned with evolving maritime technologies, pedagogy standards, and international best practices.

4.2 Purpose and Objectives of the FDP Component

The Faculty Development Programme is designed to establish a **national framework for continual professional development, competency certification, and performance governance of maritime faculty**.

The key objectives of the FDP include:

- Establishing a **uniform, competency-based national standard** for faculty development across all DGMA-approved Maritime Training Institutes (MTIs).
- Ensuring **continuous professional upskilling** in pedagogy, subject expertise, maritime technology, and regulatory compliance.
- Creating a **transparent and auditable faculty assessment and certification mechanism**.
- Bridging the **academia–industry gap** by aligning instructional delivery with real-world maritime operations and technological advancements.
- Introducing **periodic certification renewal and performance-based upgradation pathways**.
- Enabling **digital governance, monitoring, and regulatory oversight** of faculty quality at the national level.

Through FDP, DGMA aims to institutionalize a **culture of lifelong learning, accountability, and instructional excellence**, directly contributing to improved training outcomes and global competitiveness of Indian seafarers.

4.3 Background and Efforts Undertaken Till Date

The need for a structured FDP emerged during multiple **STCW Compliance Board deliberations**, beginning in **September 2024**, where it was observed that:

- No formal national framework exists for **continuous faculty development**.
- Faculty competency is primarily assessed through **periodic inspections**, with limited emphasis on structured upskilling.
- There is **no centralized mechanism** for tracking faculty performance, learning progress, or certification lifecycle.

Over the period **September 2024 to December 2025**, DGMA undertook extensive consultations, evaluations, and deliberations, including:

- Preparation of strategic concept notes covering **faculty evaluation, grievance management, teaching quality, and smart classroom integration**.
- Examination of international best practices and **class society-led faculty certification models**.
- Vendor presentations and solution demonstrations, including platforms offered by **ISF Group, Virtual Guru, and others**.
- Detailed deliberations on the **Continual Assessment, Development, and Certification of Faculty (CADCF)** framework certified by Class NK.
- Evaluation of hosting and integration approaches aligned with LMS and digital governance platforms.

These deliberations established the strategic importance of implementing **a digitally governed FDP framework** rather than fragmented or institute-driven solutions.

4.4 Key Functional Requirements

Under the Training Eco-System, the FDP shall provide a **fully digital, integrated, and regulator-controlled platform** for faculty development.

4.4.1 Faculty Lifecycle Management

- Centralized registration of all maritime faculty across MTIs.
- Digital faculty profiling covering qualifications, sea service, teaching experience, certifications, and assessment history.
- Faculty competency mapping and skill-gap identification.

4.4.2 Continuous Learning and Content Delivery

- Structured digital learning modules covering:
  - Pedagogy and instructional methodologies.
  - Subject expertise and technical updates.
  - Regulatory updates (STCW, IMO, DGMA circulars).
  - Emerging maritime technologies.
- Integration with LMS for blended learning delivery.
- Smart classroom integration support.

4.4.3 Competency Assessment and Certification

- Digital assessment engines for periodic evaluation.
- Competency-based certification framework aligned with STCW and international best practices.
- Periodic renewal cycles and upgradation pathways.
- Integration with certification workflows and regulatory audit systems.

4.4.4 Grievance Management and Performance Governance

- Digital grievance redressal workflows.
- Faculty feedback systems.
- Performance dashboards for MTIs and DGMA.
- Transparent audit trails for regulatory scrutiny.

4.5 Governance, Workflow, and Stakeholder Interaction

The FDP shall operate under a **centralized governance framework led by DGMA**, supported by automated workflows and digital oversight.
Key stakeholders include:

- **Faculty members** – beneficiaries and primary users.
- **Maritime Training Institutes (MTIs)** – operational partners.
- **DGMA and MMDs** – regulators and governance authorities.
- **Technology providers** – platform delivery and system integration partners.

The FDP platform shall:

- Enable structured digital workflows for faculty enrollment, learning, assessment, certification, and renewal.
- Provide real-time regulatory dashboards.
- Ensure role-based access, data security, and compliance monitoring.

4.6 Challenges and Limitations in the Existing Environment

The current maritime training environment suffers from several systemic challenges related to faculty development:

4.6.1 Structural Gaps

- No national FDP framework.
- No continuous competency assessment mechanism.
- Absence of structured certification lifecycle management.

4.6.2 Operational Limitations

- Manual tracking of faculty credentials.
- Limited digital governance.
- Inconsistent faculty quality across institutes.

4.6.3 Regulatory and Quality Risks

- Weak auditability of faculty competence.
- Lack of standardized upskilling pathways.
- Absence of national performance benchmarks.

These limitations directly impact **training quality, learning outcomes, and international credibility** of Indian maritime certification.

4.7 Proposed Approach under the Training Eco-System

To overcome these challenges, DGMA proposes that FDP be implemented as a **core digital module within the Training Eco-System**, under the responsibility of the **Single Master Integrator**.
Under this model:

- The Master Integrator shall **design, develop, integrate, host, and operate the FDP platform**.
- FDP shall be **fully integrated with LMS, CAS, Digital TAR Book, and certification systems**.
- Hosting, cybersecurity, uptime, scalability, and compliance shall be **entirely the responsibility of the Master Integrator**.
- No financial burden shall be placed on the Government of India.

The FDP shall not function as a standalone system but as a **fully integrated digital governance framework**, enabling continuous faculty development, performance management, and regulatory oversight at national scale.

4.8 Strategic Outcomes

The FDP implementation is expected to deliver:

- Measurable improvement in **teaching quality and training effectiveness**.
- Standardization of faculty competency benchmarks.
- Enhanced regulatory confidence and audit readiness.
- Alignment of teaching practices with **global maritime industry expectations**.
- Long-term sustainability of India's maritime human capital ecosystem.

5: Component 3 – Digital Training and Assessment Record (Digital TAR Book)

5.1 Overview and Context

The **Training and Assessment Record (TAR) Book**, also known as the Training and Record Book, is a **mandatory statutory document** for Indian seafarers across **Deck, Engine, and Electro-Technical disciplines**. It serves as the official record of **structured onboard training, task completion, competency development, and practical assessment**, and is a critical prerequisite for eligibility to appear for **Certificates of Competency (CoC)** examinations.
Under the existing framework, the TAR Book is issued after completion of pre-sea training and is maintained during onboard training under the supervision of certified senior officers. It records tasks performed, skills acquired, and proficiencies demonstrated during sea service, in compliance with the **STCW Convention** and the **Merchant Shipping Rules, 2014**.

Despite its regulatory importance, the TAR Book process remains **largely manual, paper-based, and officer-dependent**, creating systemic challenges related to integrity, efficiency, accessibility, and auditability. As maritime training volumes increase and digital governance expectations rise, the current TAR mechanism has emerged as a **critical bottleneck** in the training and certification lifecycle.

Accordingly, DGMA proposes the development of a **standardized Digital Training and Assessment Record (Digital TAR Book)** as an integral component of the Training Eco-System.

5.2 Purpose and Objectives of the Digital TAR Book

The Digital TAR Book is intended to **modernize and standardize onboard training documentation**, while preserving the rigor and integrity mandated by international and national regulations.

The key objectives are to:

- Digitally capture and validate **structured onboard training and competency assessment**.
- Eliminate risks associated with physical record loss, damage, or manipulation.
- Enable **real-time visibility** of training progress for companies, MTIs, and DGMA.
- Strengthen **data integrity, auditability, and fraud prevention**.
- Reduce administrative burden and delays in **CoC processing and certification**.
- Ensure seamless compliance with **STCW, Merchant Shipping Rules, and DGMA requirements**.

5.3 Current Scenario and Limitations

5.3.1 Existing TAR Practices

At present, TAR Books are:

- Physically issued by multiple entities (MTIs, CMMI, IMEI, BES).
- Manually maintained onboard by cadets.
- Signed and stamped by senior shipboard officers.
- Physically submitted to MTIs and subsequently to DGMA for verification.

The process involves multiple manual touchpoints, including handwriting entries, physical signatures, stamping, scanning, mailing, and archival storage.

5.3.2 Key Challenges in the Current System

The manual TAR Book system presents significant challenges for all stakeholders:

For Seafarers

- Risk of loss, damage, or theft of physical books.
- Delays in task sign-off due to officer availability.
- Errors due to illegible handwriting or incomplete entries.
- No real-time visibility of progress or deficiencies.

For Companies and MTIs

- Inability to monitor training progress during voyages.
- Time-consuming manual verification processes.
- Difficulty detecting inconsistencies or fraudulent entries.

For DGMA

- High administrative overhead for collection, storage, and audit.
- Manual cross-verification with Discharge Books and applications.
- Delays in CoC processing and examination eligibility decisions.
- Limited data standardization and analytics capability.

These constraints collectively impact **training quality, regulatory assurance, and certification timelines**.

5.4 Rationale for Digitalization and Standardization

Transitioning to a Digital TAR Book enables:

- **Standardized data capture** across all disciplines and vessels.

- **Automated time-stamping, version control, and audit trails**.
- Secure identity verification and role-based sign-offs.
- Real-time dashboards for stakeholders.
- Elimination of paper storage, manual reconciliation, and repetitive data entry.
- Aggregated analytics for training effectiveness and policy insights.
- Secure backups and disaster recovery mechanisms.

Digitalization is therefore essential to sustain scale, integrity, and global credibility of India's maritime training system.

5.5 Key Functional Requirements

Under the Training Eco-System, the Digital TAR Book shall support the following capabilities:

5.5.1 Structured Training and Task Management

- Discipline-specific task libraries for Deck, Engine, and ETO streams.
- Pre-defined competency requirements aligned with STCW.
- Automated validation of task sequencing and completion.

5.5.2 Onboard Accessibility and Offline Functionality

- Web and mobile-based interfaces.
- Offline operation onboard vessels with secure synchronization.
- Controlled access for cadets, officers, companies, MTIs, and DGMA.

5.5.3 Assessment and Authentication

- Digital sign-off by certified officers using secure credentials.
- Facial verification, geo-stamping, and time-stamping of assessments.
- Digital signatures and tamper-proof logs.

5.5.4 Integration and Compliance

- Integration with LMS, CAS, INDoS, and certification systems.
- Automated eligibility validation for CoC and examinations.
- End-to-end audit trails for regulatory scrutiny.

5.5.5 Reporting and Analytics

- Real-time progress dashboards.
- Exception alerts for incomplete or delayed tasks.
- Institutional and vessel-level training analytics.

5.6 Governance, Workflow, and Stakeholder Roles

The Digital TAR Book shall operate under a **centralized governance framework led by DGMA**, while enabling decentralized operational use onboard vessels.

Key stakeholders include:

- **Cadets and Seafarers** – primary users.
- **Shipboard Officers** – assessors and verifiers.
- **Shipping Companies** – monitoring and compliance stakeholders.
- **MTIs** – academic validation and oversight.
- **DGMA** – regulatory authority and final auditor.

All workflows—from task logging to final certification—shall be **digitally enabled, role-based, and auditable**.

5.7 Proposed Approach under the Training Eco-System

DGMA proposes that the Digital TAR Book be:

- Implemented as a **core module within the Training Eco-System**.
- Delivered by the **Single Master Integrator**, who shall be responsible for:
    - Design, development, hosting, integration, and maintenance.
    - Cybersecurity, uptime, scalability, and regulatory compliance.

- Fully integrated with LMS, FDP, CAS, and certification workflows.
- Implemented through a **phased rollout**, beginning with pilot MTIs and vessels.

No financial burden shall be placed on the Government of India; hosting and operations shall be borne by the service provider as per the approved commercial model.

5.8 Strategic Outcomes

The Digital TAR Book is expected to deliver:

- Improved integrity and credibility of onboard training records.
- Faster, more reliable CoC processing.
- Reduced administrative burden across stakeholders.
- Enhanced transparency, traceability, and audit readiness.
- Strong alignment with international maritime training standards.

6. Component 4 : Centralized Attendance System (CAS 2.0)

6.1 Overview and Context

The **Centralized Attendance System (CAS) 2.0** is a **nationwide, cloud-hosted, facial biometrics–based attendance platform** designed to record, verify, and monitor the presence of **candidates, faculty, instructors, and principals** across all Directorate General of Maritime Administration (DGMA)–approved Maritime Training Institutes (MTIs).

Authentic physical presence during training is a **non-negotiable requirement** under maritime regulatory frameworks. Attendance integrity directly impacts training quality, competency development, certification credibility, and India's reputation as a maritime nation. CAS 2.0 is therefore envisioned as a **regulatory assurance system**, not merely an attendance tool.

By leveraging **advanced facial recognition, biometric verification, and centralized data governance**, CAS 2.0 will act as a **tamper-proof, transparent, and auditable mechanism** to ensure genuine participation in maritime training and eliminate impersonation, proxy attendance, and fraudulent certification practices. The system will be implemented in a phased manner, beginning as a non-mandatory requirement.

6.2 Background and Rationale

6.2.1 Sectoral Context

Indian maritime education and training is a critical contributor to global seafaring manpower. However, repeated stakeholder feedback and regulatory inspections have highlighted systemic issues such as:

- **Impersonation and fraudulent certification**, including attendance marking without class participation.
- **Faculty absenteeism**, leading to ineffective instruction and compromised learning outcomes.
- **Fragmented biometric systems**, preventing centralized verification and cross-checking.
- **Lack of real-time regulatory visibility** for DGMA and Mercantile Marine Departments (MMDs).

These challenges pose serious risks to the **credibility of Indian certificates** and the employability of Indian seafarers on foreign-flag vessels.

6.3 Existing System: CAS 1.0 and Its Limitations

To address these concerns, DGMA mandated the implementation of a **Centralized Face-Biometrics Based Attendance System (CAS 1.0)**, developed by the **Centre for Development of Advanced Computing (C-DAC)** under MeitY. CAS 1.0 introduced centralized facial biometric attendance across MTIs and integrated attendance verification with regulatory workflows.

While CAS 1.0 is operational and has delivered baseline compliance, it exhibits several limitations:

- **Scalability Constraints**: Limited ability to handle increasing data volumes and concurrent attendance sessions across MTIs.
- **Restricted Regulatory Access**: Inspecting officers and DGMA users have limited or delayed access to attendance data.
- **User Experience Issues**: Non-intuitive interfaces leading to operational inefficiencies at MTI level.
- **Basic Reporting**: Absence of advanced analytics, dashboards, and trend-based insights.
- **No Proactive Monitoring**: Lack of real-time alerts for absenteeism, anomalies, or compliance breaches.
- **Rigid Architecture**: Limited integration capability with LMS, Digital TAR Book, certification systems, and mobile inspection tools.

These constraints necessitate a **next-generation upgrade—CAS 2.0**.

6.4 Purpose and Objectives of CAS 2.0

CAS 2.0 is intended to serve as a **robust regulatory control and governance platform** that ensures training integrity across the maritime ecosystem.

The key objectives include:

- **Standardization**: Establish a unified, nationwide attendance mechanism across all DGMA-approved MTIs.
- **Reliability and Compliance**: Use AI-enabled facial biometrics (face detection, alignment, liveness detection, illumination handling) to ensure authenticity.
- **Transparency**: Enable real-time access for DGMA, MMDs, and inspectors, including mobile-based remote inspections.
- **Regulatory Enforcement**: Ensure compliance with mandated attendance thresholds (100% for short courses; ≥90% for longer courses).
- **Fraud Prevention**: Eliminate impersonation, proxy attendance, and attendance manipulation.
- **Operational Efficiency**: Reduce manual verification, disputes, and post-inspection reconciliations.

6.5 Scope and Key Functional Requirements

Under the Training Eco-System, CAS 2.0 shall include the following core capabilities:

6.5.1 Centralized Registration and Identity Management

- INDoS/FIN-linked registration of candidates and faculty.
- AI-based facial enrolment with liveness detection.
- Centralized biometric database with DGMA verification.

6.5.2 Attendance Capture and Verification

- Real-time facial recognition–based entry and exit attendance.
- Duplicate, proxy, and spoof prevention.
- Support for classroom, simulator, and laboratory sessions.

6.5.3 Course, Batch, and Faculty Mapping

- Mapping of attendance to courses, batches, and assigned faculty.
- Integration with LMS for eligibility and progression checks.

6.5.4 Monitoring, Alerts, and Analytics

- Centralized dashboards for DGMA, MMDs, and MTIs.
- Automated alerts for attendance shortfall, anomalies, and compliance risks.
- Exportable MIS reports and audit logs.

6.5.5 Integration and Interoperability

- Seamless integration with LMS, Digital TAR Book, FDP, and certification workflows.
- Secure APIs for data exchange within the Training Eco-System.

6.6 Governance, Oversight, and Stakeholder Roles

CAS 2.0 shall operate under **centralized governance led by DGMA**, while enabling operational use at MTI level.
Key stakeholders include:

- **Candidates and Seafarers** – attendance validation for training eligibility.
- **Faculty and Instructors** – accountability for instructional delivery.
- **MTIs** – operational compliance and reporting.
- **DGMA and MMDs** – regulatory oversight, inspections, and enforcement.

Role-based access controls, audit trails, and centralized dashboards will ensure **accountability, transparency, and consistency**.

6.7 Proposed Approach under the Training Eco-System

DGMA proposes that CAS 2.0 be:

- Implemented as a **core module of the Training Eco-System**.
- Delivered by the **Single Master Integrator**, who shall be responsible for:
    - Design, development, hosting, cybersecurity, scalability, and maintenance.
    - Integration with other ecosystem components.
    - Uptime, data integrity, and regulatory compliance.
- Migrated from CAS 1.0 with minimal disruption through a phased transition.

Consistent with the overarching procurement principle, **no cost shall be borne by the Government of India**, and the platform shall be hosted and operated by the service provider under an approved commercial model.

6.8 Strategic Outcomes

CAS 2.0 is expected to deliver:

- Authentic, tamper-proof attendance assurance.
- Improved training quality and faculty accountability.
- Faster inspections and reduced post-audit disputes.
- Strong deterrence against impersonation and certificate fraud.
- Enhanced global confidence in Indian maritime training and certification.

7: Component 5 – Web-Based Simulator

7.1 Overview and Context

The **Web-Based Simulator** is a technology-enabled training and assessment platform designed to **supplement physical simulators and classroom instruction** by providing **immersive, scenario-based learning and assessment** through a secure, cloud-hosted environment.

Maritime operations demand high levels of **situational awareness, decision-making, procedural compliance, and risk management**. Traditional training methods and limited access to physical simulators restrict the ability to assess these competencies uniformly and at scale. A web-based simulator addresses this gap by enabling **standardized, repeatable, and regulator-controlled simulation experiences** for both **training and oral examinations**.
Within the Training Eco-System, the Web-Based Simulator is envisaged as a **strategic digital capability** that enhances training quality, enables objective assessment, and supports evidence-based governance of maritime certification.

7.2 Purpose and Objectives

The Web-Based Simulator is intended to strengthen maritime training and assessment by enabling **realistic, competency-based evaluation** in a controlled digital environment.
The key objectives are to:

- Replicate **real-world deck and engine room scenarios** aligned with STCW competencies.
- Assess **decision-making, situational awareness, and problem-solving skills**.
- Enable **uniform, bias-free oral examinations and assessments**.
- Provide **anytime-anywhere access** through a secure cloud platform.
- Reduce dependency on physical simulator availability.
- Support **self-paced learning, remediation, and repeat practice**.
- Generate **digital records, analytics, and audit trails** for regulatory oversight.
- Operate on a per-candidate costing model paid by MTIs/cadets, not DGMA.

7.3 Background and Efforts Undertaken Till Date

The concept of a web-based simulator has been under deliberation within the **STCW Compliance Board** since **September 2024**. Over multiple meetings, DGMA examined the feasibility of supplementing physical simulators with a **standardized digital simulation platform**.
Key milestones include:

- Evaluation of proposals from technology providers.
- Preparation and floating of RFP documents.
- Vendor demonstrations and technical discussions.
- Review by Tier-1 Project Management Consultants and strategic advisors.
- Recognition that LMS implementation should be prioritized, with web-based simulators forming the next logical component.

Despite sustained engagement, progress has been constrained by **scope definition, procurement sequencing, and integration considerations**, reinforcing the need to position the simulator as a **core module within the integrated Training Eco-System** rather than as a standalone solution.

7.4 Current Scenario and Limitations

Several MTIs, both in India and abroad, have adopted **limited web-based or cloud-assisted simulation tools**. While these initiatives demonstrate potential benefits, they remain:

- **Institute-specific and non-standardized**.
- Largely disconnected from regulatory assessment workflows.
- Lacking centralized oversight, analytics, and auditability.

Physical simulators, while essential, are:

- Capital-intensive and location-bound.
- Limited in availability and scheduling flexibility.
- Difficult to scale uniformly across MTIs.

As a result, DGMA currently lacks a **national, regulator-controlled digital simulation capability** that can support standardized training and assessment outcomes.

7.5 Key Functional Requirements

Under the Training Eco-System, the Web-Based Simulator shall provide the following core capabilities:

7.5.1 Simulation Modules

- Dedicated **Deck and Engine simulation modules**.
- Scenarios covering routine operations, emergencies, and complex decision-making.
- Alignment with STCW Model Courses and competency matrices.
- Visual, audio, and interactive elements to simulate operational stress.

7.5.2 Assessment and Examination Support

- Use for **oral examinations, mock assessments, and skill validation**.
- Automated scoring, evaluator inputs, and session recording.
- Bias-free, standardized evaluation parameters.

7.5.3 User Access and Experience

- Browser-based access without specialized hardware.
- Role-based access for candidates, examiners, observers, and administrators.
- Self-paced practice and guided learning modes.

7.5.4 Reporting and Analytics

- Performance dashboards at candidate, institute, and system levels.
- Identification of competency gaps and training effectiveness.
- Exportable reports for regulatory and audit use.

7.6 Integration and Compliance

The Web-Based Simulator shall be fully integrated within the **DGMA digital ecosystem**, including:

- Learning Management System (LMS).
- Examination and assessment platforms.
- Seafarer and certification databases.
- Single Sign-On (SSO) using DGMA credentials.

The simulator must comply with:

- **STCW Convention and IMO Model Courses**.
- National maritime training regulations and DGMA circulars.
- Government of India cybersecurity and data protection guidelines.
- Audit and approval requirements prescribed by DGMA or designated authorities.
- The design, content, and flow of the simulator shall be pre-approved by CS & NA.

7.7 Governance and Oversight

The simulator shall operate under **centralized governance by DGMA**, ensuring:

- Uniform scenario standards and assessment criteria.
- Controlled content updates and versioning.
- Full auditability of sessions, scores, and examiner actions.
- Transparency in examination and training outcomes.
-

Stakeholders include:

- **Cadets and Seafarers** – trainees and examinees.
- **Examiners and Assessors** – evaluators.
- **MTIs** – training facilitators.
- **DGMA** – regulator and approving authority.

7.8 Proposed Approach under the Training Eco-System

DGMA proposes that the Web-Based Simulator be:

- Implemented as a **core digital module of the Training Eco-System**.
- Delivered by the **Single Master Integrator**, responsible for:
    - Design, development, hosting, security, and maintenance.
    - Integration with LMS, CAS, Digital TAR Book, and certification workflows.
    - Scalability, performance, and regulatory compliance.

The simulator shall be hosted on **MeitY-approved cloud infrastructure**, with all operational and hosting costs borne by the service provider in line with the **zero-cost-to-Government principle**.

7.9 Strategic Outcomes

The Web-Based Simulator is expected to deliver:

- Enhanced realism and consistency in maritime training.
- Objective, evidence-based assessment of competencies.
- Reduced dependency on physical simulator availability.
- Faster, more transparent oral examination processes.

8: Component 6 – Online Maritime Certificate Validation (OMCV)

8.1 Overview and Context

Online Maritime Certificate Validation (OMCV) is a digital platform designed to enable **secure, real-time verification of maritime certificates and credentials** issued to seafarers and vessels. The system enhances trust, transparency, and efficiency in the maritime certification ecosystem by replacing manual, paper-based verification processes with **digitally authenticated, API-enabled validation mechanisms**.

Maritime certificates—such as Certificates of Competency, training certificates, statutory endorsements, and vessel-related documents—are critical regulatory instruments issued under international conventions including **STCW and SOLAS**. The credibility of these certificates directly impacts **maritime safety, regulatory compliance, port state control outcomes, and global employability of seafarers**.

Within the Training Eco-System, OMCV is envisaged as a **regulatory assurance layer** that enables instant authentication of certificates by shipping companies, port authorities, crewing agencies, and regulators worldwide.

8.2 Purpose and Objectives of OMCV

The primary purpose of OMCV is to establish a **trusted, centralized, and globally accessible certificate validation mechanism** for maritime stakeholders.

The key objectives include:

- Ensuring **authenticity, integrity, and validity** of maritime certificates.
- Eliminating reliance on slow, manual, and error-prone verification methods.
- Preventing the use of **forged, altered, or expired certificates**.
- Enabling **real-time verification** for employers, regulators, and port authorities.
- Supporting **global interoperability** with issuing authorities and flag states.
- Strengthening confidence in **Indian maritime certification and governance systems**.

8.3 Background and Rationale

8.3.1 Existing Verification Environment

Currently, maritime certificate verification processes across the industry are largely:

- Manual or semi-digital.
- Dependent on email correspondence, scanned documents, or physical inspection.
- Time-consuming and resource intensive.
- Vulnerable to human error, document tampering, and fraud.

These limitations result in:

- Delays in crew deployment and vessel clearance.
- Increased compliance risks for shipping companies.
- Higher operational costs.
- Reputational risks for issuing authorities.

Given the global movement toward **electronic certification and digital governance**, the continuation of fragmented and manual verification processes is no longer sustainable.

8.4 Current State Challenges

8.4.1 Operational Challenges

- Heavy dependence on manual document scrutiny.
- Long turnaround times for verification.
- Limited scalability during peak demand.
- Lack of standardized verification workflows.

8.4.2 Compliance and Security Risks

- Difficulty detecting forged or altered certificates.
- Weak audit trails and traceability.
- Inconsistent validation practices across jurisdictions.
- Increased exposure to impersonation and misrepresentation.

8.4.3 Impact on Stakeholders

- **Seafarers** face delays in employment and certification acceptance.
- **Shipping companies** face operational disruptions and compliance exposure.
- **Regulators and port authorities** face increased inspection burden.
- **Issuing authorities** face reputational risks from fraudulent certifications.

8.5 Rationale for Digital Certificate Validation

A digital OMCV platform enables:

- **Instant authentication** of certificates through digital stamps, QR codes, or secure reference IDs.
- **API-based real-time verification** with issuing authorities.
- **Tamper-proof validation** using digital signatures and encryption.
- **Centralized audit trails** and verification logs.
- **Global accessibility** without jurisdictional delays.
- **Operational efficiency** through automation and reduced manual intervention.

OMCV therefore becomes a critical enabler for **safe, transparent, and compliant maritime operations**.

8.6 Key Functional Requirements

Under the Training Eco-System, OMCV shall support the following core capabilities:

8.6.1 Certificate Upload and Verification

- Secure upload of seafarer and vessel certificates.
- Backend verification by authorized validation teams or issuing authorities.
- Digital stamping and validation status tagging.

8.6.2 Real-Time Validation and APIs

- API-based validation with issuing authorities and registries.
- Instant verification responses for external stakeholders.
- Support for QR codes and unique verification references.

8.6.3 Security and Integrity

- Digital signatures and encryption of certificate data.
- Tamper-proof records and immutable audit trails.
- Role-based access controls for stakeholders.

8.6.4 Reporting and Audit

- Verification logs and compliance reports.
- Downloadable validation certificates.
- Historical verification records for inspections and audits.

8.6.5 Global Accessibility

- Web-based access for shipping companies, port authorities, and crewing agencies.
- Support for cross-border and multi-flag verification use cases.

8.7 Integration and Compliance

The OMCV platform shall be fully integrated within the **DGMA digital ecosystem**, including:

- Seafarer databases and certification repositories.
- Examination and assessment systems.
- Learning Management System (LMS) and Digital TAR Book.
- Single Sign-On (SSO) using DGMA credentials where applicable.

The system shall comply with:

- STCW and SOLAS conventions.
- IMO guidelines on electronic certificates.
- Government of India data protection and cybersecurity norms.
- Audit and verification standards prescribed by DGMA.

8.8 Governance and Stakeholder Roles

OMCV shall operate under **centralized governance by DGMA**, with defined roles for:

- **Seafarers** – certificate holders.
- **Shipping companies and crewing agencies** – primary verifiers.
- **Port State Control and authorities** – compliance verification.
- **DGMA** – regulator and approving authority.

All verification actions shall be logged, auditable, and traceable.

8.9 Proposed Approach under the Training Eco-System

DGMA proposes that OMCV be:

- Implemented as a **core digital module within the Training Eco-System**.
- Delivered by the **Single Master Integrator**, responsible for:
    - Platform development, hosting, cybersecurity, and maintenance.
    - API integrations with issuing authorities and DGMA systems.
    - System scalability, uptime, and regulatory compliance.

In line with the overarching procurement principle, **no cost shall be borne by the Government of India**, and the platform shall be hosted and operated by the service provider under an approved commercial model.

8.10 Strategic Outcomes

OMCV is expected to deliver:

- Faster and more reliable certificate verification.
- Strong deterrence against certificate fraud.

- Improved compliance with international maritime standards.
- Reduced administrative burden for stakeholders.
- Enhanced global trust in Indian maritime certification systems.

9. AR/VR/Mixed Reality Training

1. Overall Objective

The solution should provide an **immersive, interactive, and realistic training experience** using AR, VR, or Mixed Reality technologies to enhance maritime competency development, safety awareness, and operational readiness.

2. Scope of Training Content

The XR solution should broadly cover the following areas (exact module design to be proposed by the vendor):

- **Ship Familiarization** (Bridge, Engine Room, Deck, Cargo Spaces)
- **Machinery Operation & Procedures**
- **Emergency Response & Safety Drills**
- **Navigation & Bridge Resource Management**
- **Working Aloft, Confined Space, and Other Risk Areas**
- **Equipment Identification & Maintenance Walkthroughs**
- **Any additional maritime scenarios the vendor recommends**

Note: Vendors may propose additional modules based on their capabilities and global best practices.

3. Key Functional Requirements

The AR/VR/MR solution should:

- Provide an **immersive 3D training environment** that simulates realistic maritime situations.
- Enable **interactive learning**, allowing trainees to perform tasks, follow procedures, make decisions, and receive feedback.
- Allow the institution to conduct **guided training sessions** and **assessment-based sessions**.
- Offer the ability to update or expand training content in the future.
- Support **multi-scenario training**, including normal, abnormal, and emergency conditions.
- Include **basic analytics or trainee performance insights** (level of detail to be proposed by vendor).

4. Deployment & Usability Requirements

The system should:

- Be easy to deploy within the training institute's existing environment.
- Allow **instructors to monitor or oversee** trainee sessions.
- Be suitable for **classroom group learning** and **individual sessions**.
- Be comfortable and safe for regular use by cadets and staff.
- Require **minimal technical expertise** for day-to-day operation.

5. Training & Support Requirements

Vendors must:

- Provide onboarding, training, and documentation for instructors.
- Offer technical support during implementation and operation.
- Provide guidance on recommended deployment configuration.
- Offer optional services for customization or additional modules.

6. Future Scalability & Flexibility

The solution should:

- Support expansion to additional ship types, equipment, or safety drills.
- Allow integration with other training systems in the future if required.
- Be flexible enough to incorporate new XR technologies as they evolve.

7. Compliance (General)

- Training content should be broadly aligned with **maritime competency frameworks** and **safety training standards** (e.g., STCW), without requiring strict certification at this stage.
- Vendors may propose how their content supports maritime learning outcomes.

10: Other Terms and Conditions

Security, Integrity & Confidentiality

A. **Web Services Security:** System shall comply with all the web services including routing, management, publication, and discovery should be carried out in a secure manner. Those who are using the web services should be able to utilize security services such as authentication, authorization, encryption, and auditing. Encryption of data shall take place at client level itself. Application server shall be enabled with SSL security.

B. **Data Integrity and Confidentiality-** Data integrity techniques need to be deployed to ensure that information has not been altered or modified during transmission without detection. Similarly, data confidentiality features are also to be applied to ensure that the data is only accessible by the intended parties.

C. **Transactions and Communications**: With respect to the data transactions and communications, system needs to ensure that the business process is done properly, and the flow of operations is executed in a proper manner.

D. **Non-Repudiation Security:** The application shall have the non-repudiation security services to protect a party to a transaction against false denial of the occurrence of that transaction by another party. End-to-End integrity and confidentiality of messages must be ensured even in the presence of intermediaries.

E. **Database Controls:** The database controls for online transaction processing systems like access to database directly, access to database through application, access to log files, access by the remote terminals, DBA controls, backup policy and backup procedures.

F. **DPDP Act Compliance -** The SI shall implement privacy-by-design controls aligned to the Digital Personal Data Protection Act, 2023, including purpose limitation, consent management, data minimization, retention controls, breach notification protocols, and Data Protection Impact Assessment (DPIA) where applicable.

G. **Restricted Vendor Access -** Access to digital records (sessions, logs, recordings, assessments) for cloud-based orals shall be strictly limited to named, authorized personnel of the SI, on a "least privilege" basis, enforced by RBAC/MFA. The SI shall maintain immutable access logs and furnish them to DGMA on request.

H. **Encryption & Audit Trails -** Encryption at rest (AES-256) and in transit (TLS 1.2+) is mandatory. Comprehensive audit trails shall capture user identities, timestamps, actions, data objects touched, and IP/device attributes, retained per DGMA policy.

I. Data Privacy and Data Protection- The Training Ecosystem will have to comply with the DPDP Act and all relevant MeitY Guidelines. DGMA has issued cybersecurity policy and SOP and successful bidder after award of contract has to sign NDA to abide by these policies. lt will also be compliant to the guidelines as follows:

Data Protection, Privacy and Data Processing Requirements

The Directorate General of Maritime Administration (DGMA) places high importance on data protection, data privacy, confidentiality, and cybersecurity in all projects undertaken by or on behalf of the Government of lndia.

1. **Applicable Data Protection and Security Requirements**

   The selected Master System lntegrator (MSl)/vendor shall be required to comply with all applicable data protection, data privacy, cybersecurity, and information security laws, rules, and Government policies, as amended from time to time. These includes, the lnformation Technology Act, 2000 (as amended), and applicable guidance issued by competent authorities such as CERT-In, NCllPC, MeitY, and other Government of lndia bodies.
   All data (including personal data) collected, processed, created, or generated during the course of the project shall remain the sole property of the Directorate General of Maritime Administration. The vendor shall act only as a service provider or data processor, strictly for and on behalf of DGMA, and shall not acquire any rights, title, or interest in such data.
2. **DGMA Cybersecurity Framework (internal)**

   DGMA has adopted a comprehensive internal cybersecurity governance framework comprising nineteen (19) Cybersecurity Policies and ten (10) Cybersecurity Standards, which collectively govern information security, access control, incident management, system protection, and third-party engagement. These documents are classified as confidential internal documents of DGMA and are not shared externally, in accordance with applicable DGMA circulars and orders. However, compliance with the framework is mandatory for all vendors handling DGMA data or systems.

   Names of Cybersecurity Policies (19):
   1. Acceptable Use of lnformation Technology Resources Policy 2
   2. Access Control Policy
   3. Computer Security Threat Response Policy
   4. Configuration Management Policy
   5. Contingency Planning Policy
   6. Identification and Authentication Policy
   7. lncident Response Policy
   8. lnformation Security Policy
   9. lT Security Risk Assessment Framework
   10. Maintenance Policy
   11. Media Protection Policy
   12. Personnel Security Policy
   13. Physical and Environmental Protection Policy
   14. Planning Policy
   15. Security Assessment and Authorization Policy
   16. Security Awareness and Training Policy
   17. System and Communications Protection Policy
   18. System and lnformation lntegrity Policy

19. System and Services Acquisition Policy

Names of Cybersecurity Standards (10):

1. 802.11Wireless Network Security Standard
2. Account Management & Access Control Standard
3. Authentication Tokens Standard
4. Cyber lncident Response Standard
5. Mobile Device Security Standard
6. Patch Management Standard
7. Remote Access Standard
8. Sanitization and Secure Disposal Standard
9. Security Logging Standard
10. Vulnerability Scanning Standard

3. **Confidentiality and NDA**

   All vendors, consortium members, contractors, and sub-contractors who are provided access to DGMA data, systems, or information shall be required to execute a duly signed Non-Disclosure Agreement (NDA) in the format prescribed by DGMA. The NDA shall govern confidentiality, data protection, permitted use, and restrictions on disclosure, in line with relevant DGMA circulars.
4. **Data Processing Agreement (DPA**)
   Data protection, privacy, and confidentiality obligations shall primarily be incorporated within the Contract / Concession Agreement executed with the selected bidder. Where required by the nature of the services, scope of processing, or applicable legal and regulatory requirements, a separate Data Processing Agreement (DPA) may also be executed between DGMA and the selected vendor, consistent with Government of lndia norms and DGMA circulars.
5. **Digital Persona! Data Protection Act (DPDPA), 2023**
   DGMA is in the process of aligning its internal governance framework with the Digital Personal Data Protection Act, 2023 (DPDPA) and related rules thereunder, as and when notified. Accordingly, the selected vendor shall be required to comply not only with the existing DGMA policies and contractual obligations, but also with any new or updated data protection policies, procedures, and contractual requirements issued by DGMA to achieve and maintain DPDPA compliance during the tenure of the project

Upgrades and Global Version Sync

1. Upgrade system to the latest versions of software launched nationally (within 45 days) or internationally (within 12 months) or as agreed.

2. Provides all updates, patches, and upgrades free of cost during the maintenance period.

Prescribed Standards:

The consultant will ensure that the entire platform setup is certified and complies with the applicable standards. The Industry Standards which the Consultant is required to comply with are given below:

#	**Component / Application / System**	**Prescribed Standard**
1	Workflow Design	WFMC / BPM Standard
2	Portal Development	W3C Specification
3	Information Access & Interoperability	SOAP, HTTP/HTTPS, Web Services, Open Standards
4	Scanned Documents	TIFF / PDF (Resolution of 600 X 600 dpi)
5	Cryptography & Security	Digital Signatures & Document Encryption (RSA, PKCS, X.509)
6	Information Security	ISO 27001 / 27002 certified system
7	Operation & Quality Management	ISO 9001 certification
8	IT Infrastructure & Service Management	ITIL / EITM / CMMI 3/ ISO 20000
9	Project Documentation	IEEE / ISO specifications

Quality Audits:

1. DGMA, at its discretion, may also engage independent auditors to audit any/some/all standards/processes. The Consultant shall support all such audits as per calendar agreed in advance. The result of the audit shall be shared with the Consultant who must provide an effective action plan for mitigations of observations/non-compliances, if any

Implementation and Adherence to policies as per DGMA

The Consultant must apply, obtain and maintain the STQC certification for the project. The cost incurred for obtaining and maintaining the certification shall be borne by the Consultant. The Consultant shall get the certificate as per timelines defined failing which the subsequent payments will be deferred till the certification is obtained.

Adherence to Standards

The selected SI should ensure that the system complies with defined industry and open standards.

Compliance with Open Standards

The proposed system would be designed based on open standards and in line with overall system requirements, to provide for good interoperability with multiple platforms and avoid

any technology or technology provider lock-in. The system should adhere to all open standards guidelines and other guidelines relevant to the project as issued by GoI.

Compliance with Standards for State Portal, SSDG and Forms Framework

The SI while developing the Application shall take cognizance of the technicalities of the State Portal, SSDG and e-forms framework and any other guidelines issued in this regard by the Government. The SI also has to ensure that all content of the Department's Portal is as per the State Portal Framework guidelines. The web portal must comply with all the Guidelines for Indian Government Websites as defined at the following websites: http://web.guidelines.gov.in/ and https://egovstandards.gov.in/guidelines . It is a mandatory requirement that the developed application be Web1 compliant i.e. it should look good on all resolutions and platforms and be simple as well as user friendly. Also, the functionalities developed the application should be easily accessible to all intended users.

Compliance with Industry Standards

In addition to the above, the proposed solution has to be based on and be compliant with industry standards (their latest versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to its design, development, security, installation, and testing. The suggested architecture must be scalable and flexible for modular expansion. It should ensure ease of integration with software / applications developed using common industry standards since the solution may be linked and connected to other sources (websites, contents, portals, systems of other Tax administrations etc.) as well as there may be loose/tight integration with backend system of other departments depending on individual service processes. The solution architecture should thus have provision to cater to the evolving requirements of the Department.

The Consultant shall ensure to adherence to DGMA data and security standards and ensure that the system complies with defined industry and open standards. The security standards mentioned in the below listed documents need to have adhered by the Consultant:

1. Interoperability Framework for e Governance (IFEG) in India by MeitY
2. MeitY Guidelines for Procurement of Cloud Services - V 2.0
3. DPDP Act 2023
4. UX Design Guidelines and & Design System for Government application to enhance user experience
5. GIGW Guidelines 3.0
6. W3C’s Web Content and Accessibility Guidelines (WCAG 2.1) Rights of Persons with Disabilities Act, 2016

Section 6: Proposal Submission Forms

FORM T-1

Proposal Form (Covering Letter)

(To be submitted on Letterhead) (Strike out alternative phrases not relevant to you)

Bidder's Reference No.: _____Date: _____

To
Directorate General of Maritime Administration
9th Floor, Beta Building,
i-Think Techno Campus,
Kanjurmarg (East), Mumbai – 400042

Ref: Your RFP Document No. RFP No./ *xxxx;*

RFP Title: …….

Sir/ Madam,

1. **Submission of Proposal**

   We, the undersigned, offer to provide consulting services in accordance with your above-referenced Request for Proposals (RFP) and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a separately uploaded Financial Proposal.

   - We are submitting our Proposal without any Sub-Bidders or JV. **OR**
   - We are submitting our Proposal with the following firms as Sub-Bidders: {Insert a list with each Sub-Bidder's full name and address.} **OR**
   - We are submitting our Proposal as a Joint Venture with {Insert a list with each member's full name and legal address and indicate the lead member}. We have attached copies of the following documents signed by every participating member, which detail the (likely) legal structure and the confirmation of joint and several liability of the members of the said joint venture:
     - Our letter of intent to form a joint venture
     - The JV agreement

2. **Eligibility and Qualifications**

   a) We confirm that we comply with all the eligibility and qualification criteria stipulated in this RFP, including the absence of conflict of interest and debarment. We further undertake to proactively inform you of any change in our compliance with these criteria, should such change occur at any stage of the bidding or contract period.
   b) We confirm that we do not have any Conflict of Interest as stipulated in this RFP. We shall be duty-bound to proactively inform you of any change in our compliance with Conflict-of-Interest stipulations as soon as it occurs.

3. **Proposal to Deliver Services**

We offer to deliver the subject Services of requisite Performance Standards and within Delivery Schedules in conformity with the RFP Document. The relevant details are submitted in:

- Form T-4: Description of Approach, Methodology and Work Plan in responding to Terms of Reference
- Form T-5: Work Schedule and Planning of Deliverables
- Form T-6: Team Composition, Assignment and Key Experts' Inputs

4. **Prices**

We hereby offer to perform the Services as per the rates mentioned in the separately uploaded Financial Proposal. It is hereby confirmed that the prices quoted therein by us are:

a) Based on the terms of delivery and delivery schedule confirmed by us; and
b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein; and
c) Based on the terms and mode of payment as stipulated in the RFP Document. We have understood that if we quote any deviation from the terms and mode of payment, our Proposal is liable to be rejected as non-responsive; and
d) Have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to:
   i) Those prices; or
   ii) The intention to submit an offer; or
   iii) The methods or factors used to calculate the prices offered;
e) Have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other Bidder or competitor before the Proposal opening unless otherwise required by law.

5. **Declaration of Commissions/ Fees**

We declare regarding commissions or fees paid or to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract, that:

☐ No such commissions or gratuities or fees have been paid or are to be paid by us to any third party. **OR**
☐ We have paid/ are due to pay the following commissions/ gratuities/ fees: (Indicate the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.)

6. **Affirmation of Terms and Conditions**

We have understood the complete terms and conditions of the RFP Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the RFP document's sections. Deviations, if any, are submitted by us in Form T-7: Terms and Conditions - Compliance. We also explicitly confirm acceptance of the Arbitration Agreement as given in the RFP Document.

7. **Bid Security**
   We have submitted the Bid Security as:

   a) Earnest Money Deposit (EMD) for the amount of Rs. _____ (Rupees _____) valid upto _____ in favour of _____ in the form of Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee/ e-Bank Guarantee in Form T-9A, with reference number _____ dated _____, issued by _____, as per the RFP Documents. **OR**

   b) Bid Securing Declaration (BSD, in lieu of Bid Security, if permitted in TIS) in stipulated format vide Form T-9B.

8. **Validity of Proposal**

   We agree to keep our Proposal valid for acceptance for a period as required in the RFP Document, or for a subsequently extended period, if any, agreed to by us, and are aware of penalties in this regard stipulated in the RFP Document in case we fail to do so.

9. **Non-Tampering of RFP Documents**

   We confirm that we have not changed/ edited the contents of the downloaded RFP Document. We realise that any change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the RFP Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded during the shortlisting process, and this RFP are valid, true, and correct to the best of our knowledge and belief. We shall be responsible if any dispute arises regarding the validity and truthfulness of such documents/ affidavits/ undertakings. We undertake to submit for scrutiny, on demand by the client, originals and self-certified copies of all such certificates, documents, affidavits/ undertakings.

10. **Binding Contract**

    We further confirm that if our proposal is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that until a formal contract is signed or issued; this Proposal and your written Letter of Award shall constitute a binding contract between us.

11. **Performance Guarantee and Contract Signing**

    We further confirm that if our proposal is accepted, we shall provide you with performance security of the required amount stipulated in the RFP Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or execute the agreement, the client has the right to avail of any or all punitive actions stipulated in the RFP Document.

12. **Penalties for Misrepresentation**

    We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any misinterpretation or misrepresentation would violate the Code of Integrity and attract penalties, as this RFP Document mentions.

13. **Bidder's Authorized Signatory**

a) Full Name: _____
b) Designation: _____
c) Signing as:

☐ A sole proprietorship firm. The person signing the Proposal is the sole proprietor/ constituted attorney of the sole proprietor.

☐ A partnership firm. The person signing the Proposal is duly authorised being a partner to do so under the partnership agreement or the general power of attorney.

☐ A company. The person signing the Proposal is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by the Memorandum of Association.

☐ A Society. The person signing the Proposal is the constituted attorney.

We confirm that we are duly authorized to submit this Proposal and make commitments on behalf of the Bidder. We acknowledge that our digital/ digitized signature is valid and legally binding. Supporting documents are submitted herewith. Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

14. **Rights of the client**

We further understand that you are not bound to accept the lowest or any Proposal you may receive against your above-referred RFP Document.

……..

(Signature with date)
……..

(Name and designation)
Duly authorized to sign Proposal for and on behalf of [name, address, and seal of Bidder]

FORM T-1A

Details of the Bidder Submitting the Proposal

(To be printed on the letterhead of the Bidder)

SI No.	Information Sought	Details to be Furnished
A	Name of the Bidder / Consulting Firm:	
B	In case of consortium, please indicate name of Lead Bidder	
C	Legal Status of the Bidder ☐ Proprietorship ☐ Partnership ☐ Limited Liability Partnership (LLP) ☐ Private Limited Company ☐ Public Limited Company ☐ Others (Please specify): _____	
D	Registered Address of the Bidder:	
E	Year of Incorporation / Registration:	
	Registration Number / CIN / LLPIN (as applicable):	
	PAN Number (Permanent Account Number):	
F	GSTIN (Goods and Services Tax Identification Number):	
G	Contact Details of the Authorized Signatory: Name: Contact No.: Email ID: Official Address	

Declaration:

We hereby declare that the information furnished above is true and correct to the best of our knowledge and belief. If any discrepancy is found at any stage, our proposal may be rejected, and we shall be liable for any consequences as per applicable laws.

……..

(Signature with date)
……..

(Name and designation)
Duly authorized to sign Proposal for and on behalf of [name, address, and seal of Bidder]

FORM T-2

BIDDER'S ORGANIZATION AND EXPERIENCE

Note to Bidder- Please fill out this form to briefly describe the Bidder's organization and outline the recent Bidder experience most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Bidder's Key Experts and Sub-Bidders who participated, the duration of the assignment, the contract amount (total and, if it was done in the form of a joint venture or a Sub- Bidder, the amount paid to the Bidder), and the Bidder's role/involvement.

A - Bidder's Organization

1. Provide a brief description of the background and organization of your organisation and – in case of a joint venture – of each member for this assignment.
2. Include an organisational chart, a list of the Board of Directors (if applicable), and beneficial ownership. [If required as per RFP, the successful Bidder shall provide additional information on beneficial ownership.]

B - Bidder's Experience

1. List only previous similar assignments completed in the last *7 ye*ars.
2. List only those assignments for which the Bidder was legally contracted by the client directly or was one of the joint venture members. Assignments completed by the Bidder's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Bidder or that of the Bidder's partners or Sub-Bidders - but can be claimed in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references, as requested by the client.
3. Bidders must submit their similar assignment experience in the following format

   Form T-2 A: Detailed Narrative Format (Per Assignment)

   Form T-2 B: Summary of similar assignment completed during the period mentioned in Sr.1

FORM T-2A

Detailed of Bidder Similar Assignment

(Each assignment to be submitted separately in this format)

1) **Assignment Name:** _____

2) **client Name:** _____

3) **Sector(s) Involved:** _____

   Level: ☐ National ☐ State ☐ Local Government Institutions ☐ Others (Specify)

4) **Place (Village/ City/ State/ Country):** _____

5) Role on the Assignment: Lead Partner / Partner _____

6) **Assignment Start Date (Month/ Year):** _____

7) **Assignment Completion Date (Month/ Year):** _____

8) **Staffing Details:**

   a) Designations/ Roles of Professional Staff Provided by You: _____
   b) Total No. of Staff-months of the Assignment: _____
   c) No. of Staff-months of Professionals Provided by You: _____

9) **Financial Details:**
Approx. Value of the Contract (INR Lakhs): _____

10) **Narrative Description of the Project:**
   (Provide a concise description of objectives, scope, methodology applied, and outcomes. Highlight relevance to the current assignment.)

_____

_____

_____

(Signature with date)
……..

(Name and designation)
Duly authorized to sign Proposal

Note:- The Bidder must submit a copy of the Work Order/Agreement/PO, along with a Completion Certificate or client Testimonial, showing the scope, contract value, and successful completion of the each project/Assignment.

FORM T-2B

Summary of Bidder Similar Assignment

Duration (MM/YYYY – MM/YYYY)	Assignment Name & Brief Description of Deliverables/ Outputs	Name and address of client	Approx. Contract Value / Amount Paid to Your Firm in Rs. Lakhs	Role on the Assignment
Jan. 2021 – Apr. 2023				Lead partner in JV (A&B&C)
Jan. 2022 – May 2024				Sole Bidder

(Signature with date)
……

(Name and designation)
Duly authorized to sign Proposal

FORM T-3

Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by the client

(To be submitted as part of Technical Proposal, along with supporting documents, if any, on Bidder's Letterhead)

Note to Bidder - comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

(improvements to the Terms of Reference, if any)

B - On Counterpart Staff and Facilities

(comments on counterpart staff and facilities to be provided by the client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any)

(Signature with date)
……..

(Name and designation)
Duly authorized to sign Proposal

FORM T-4

Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment

(Suggested structure of your Technical Proposal):

a) ***Technical Approach and Methodology.*** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) ***Work Plan.*** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.

The work plan should be consistent with Form T- 5: 'Work Schedule and Planning of Deliverables'.}

c) ***Understanding of the Components.*** {Please explain your understanding, and approach and methodology for the Learning Management System, Faculty Development Programme, Digital TAR Book, Central Attendance System, Web Based Simulator, Online Maritime Certificate Validation}

(Signature with date)
……..

(Name and designation)
Duly authorized to sign Proposal

FORM T-5

Work Schedule and Planning for Deliverables[2]

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy

{Please outline the Plan for implementing the main activities/ tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the client), and tentative delivery dates of the deliverables. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the ToR, any challenges likely to be encountered during the programmatic implementation, the mitigations proposed and the ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

N°	Deliverables[3] (D-n)	• Months/ Quarters[4]												
		1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
D-1	{e.g., Deliverable #1: Interim Report}													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
D-2	{e.g., Deliverable #2:.....}													
D-n														

[2] NOTE: The final deliverables and work plan shall be worked out in consultation with the selected Bidder based on programmatic requirements.

[3] List the deliverables with the breakdown for activities required to produce them and other milestones such as the client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

[4] Duration of activities shall be indicated in a form of a bar chart. Include a legend, if necessary, to help read the chart.

FORM T-6

Team Composition, Assignment, and Key Experts' Inputs- Not Applicable

Key Expert Curriculum Vitae (CV)- Not Applicable

FORM T-7

Terms and Conditions – Compliance

(To be submitted as part of Technical Proposal, on Bidder's Letterhead)

RFP Document No.: RFP No./xxxx

General Confirmation

We hereby confirm that we have read, understood, and agree to comply with all terms and conditions of the RFP Document (including Instructions to Bidders, Terms of Reference, General and Special Conditions of Contract, and all other provisions) without variation, deviation, or reservation, except as specifically listed below.

Statement of Deviations (If Any)

If there are no deviations, please state clearly: **"Nil deviations – fully compliant."**

Sl. No.	Ref. of RFP Document Section & Clause	Subject	Proposed Deviation/ Exception/ Reservation	Justification / Reason

Declaration
We confirm that apart from the deviations listed above (if any), our Proposal is fully compliant. Any contrary terms and conditions mentioned elsewhere in our Proposal shall be deemed null and void.

(Signature with date)
……..

(Name and designation)
Duly authorized to sign Proposal

FORM T-8

Checklist for Bidders

(To be submitted as part of Technical Proposal) (on Bidder's Letter-head)

RFP Document No. RFP No./ xxxx; Date:-

RFP Title:

Note to Bidders: This checklist is merely to help the Bidders prepare their Proposals; it does not override or modify the tender requirement. Bidders must do their own due diligence also.

Sl. No.	Document Name	Form No. (if applicable)	Submitted (Yes/No)	Page No.
1	Copy of Incorporation /Registration Certificate of Bidder	–		
2	Copy of GST Registration Certificate and PAN Card	–		
3	Declaration on Blacklisting /Debarment and Conflict of Interest Status	Form T-11		
4	Bid Security / EMD Document (DD/Bank Guarantee / Online payment receipt , as applicable)	–		
5	Bid Securing Declaration – for Bidders claiming exemption from furnishing EMD	Form T-9B		
6	Audited Annual Financial Statements (Balance Sheet, Profit & Loss Account, and Schedules) for the last three (3) financial years ending 31st March 2024	–		
7	Letter of Proposal Submission	Form T-1		
8	Bidder's Details	Form T-1A		
9	Bidder's Experience in Similar Assignments/Projects	Form T-2 & T-2B		
10	Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by the client	Form T-3		
11	Financial Capability Statement	Form T-13		
12	Bidder's Approach, Methodology, and Work Plan	Form T-4		
13	Eligibility and Qualification Compliance Sheet	Form T-7		
~~14~~	~~Profile of Key Experts / Resource Persons~~	~~Form T-6~~		
15	Work Schedule and Planning for Deliverables	Form T-5		

Sl. No.	Document Name	Form No. (if applicable)	Submitted (Yes/No)	Page No.
~~16~~	~~Team composition, Assignment and Key Experts inputs~~	~~Form T-6~~		
17	Joint Venture / Consortium Declaration (if applicable)	Form T-12		
18	Any Other Document(s) specifically mentioned in the RFP / Data Sheet / Instructions to Bidders (ITB)			

(Signature with date)
……..

(Name and designation)
Duly authorized to sign Proposal

Form T-9A

Bank Guarantee Format for Earnest Money Deposit (EMD)

(The Bank Guarantee shall be executed on a Stamp Paper of appropriate value, as per the Stamp Act, purchased in the name of either the issuing Bank or the Party on whose behalf the Bank Guarantee is issued.)

Bank Guarantee No.: _____
Date: _____

To
Directorate General of Maritime Administration
9th Floor, Beta Building,
i-Think Techno Campus,
Kanjurmarg (East), Mumbai – 400042

Bank Guarantee

Whereas, M/s. _____, with its Registered/Head Office at _____ (hereinafter called "the Bidder", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors, and assigns) has undertaken to submit a Proposal in pursuance of RFP No. _____ dated _____ (hereinafter called "the RFP");

And whereas you (which expression shall, unless repugnant to the context or meaning thereof, include your successors, administrators, executors, and assigns) have stipulated in the said Tender that the Bidder shall furnish a Bank Guarantee issued by a Commercial Bank for the sum specified therein, as Earnest Money Deposit (EMD), to secure compliance with its obligations under the RFP;

And whereas we, _____ (name and address of the Bank) having our Head Office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors, and assigns), have agreed to furnish such a guarantee on behalf of the Bidder.

Now, therefore, we hereby affirm and undertake that we are Guarantors on behalf of the Bidder, and are responsible to you, up to a total sum of **Rs. _____ (Rupees _____ only)**, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the RFP and without cavil or argument, any sum or sums within the limits of the aforesaid amount, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

The Bank undertakes not to revoke this Guarantee during its validity without your prior written consent and further agrees that the Guarantee shall remain enforceable until you discharge it. This Guarantee shall not be affected by any change in the constitution of the Bank or of the Bidder.

We further agree that no change, addition, or modification to the terms of the RFP made by you shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid until the _____ day of _____**, 20**.

Our _____ Branch at _____ (Name & Address of Branch) is liable to pay the guaranteed amount, or any part thereof, under this Bank Guarantee only if your written claim or demand is received by us at our said branch on or before _____ (last date of validity). After that date, all our liabilities under this Guarantee shall stand discharged.

Authorized Signatory of the Bank
(Signature with Seal)
Name: _____
Designation: _____
Bank Name & Address: _____
Branch: _____

FORM T-9B:

Bid Securing Declaration

(Bidders exempted from submission of Bid Security are also required to submit this on Letter-head)

To
Directorate General of Maritime Administration
9th Floor, Beta Building,
i-Think Techno Campus,
Kanjurmarg (East), Mumbai – 400042

Ref: RFP Document No. _____;

RFP Title:

Declaration

Sir/Madam,

We, the undersigned, solemnly declare that:

1. We understand that according to the conditions of this RFP, the Proposal must be supported by a **Bid Securing Declaration** in lieu of Bid Security.
2. We unconditionally accept the conditions of this Bid Securing Declaration.
3. We understand that we (all members individually and jointly, in case of JV/Consortium) shall automatically be suspended from being eligible to bid in any tender issued by the client for a period of **two (2) years** from the date of opening of this Proposal if we breach our obligations under the tender conditions, namely if we:

    a) Withdraw, amend, impair, or derogate from our Proposal during the Proposal validity period; or
    b) Being notified during the Proposal validity of the acceptance of our Proposal by the Procuring Entity:

        (i) Fail or refuse to furnish the original documents for verification, or to provide the required Performance Security within the stipulated time; or
        (ii) Fail or refuse to sign the Contract.
4. We understand that this Bid Securing Declaration shall automatically expire in the following cases, whichever is earliest:

    a) Forty-five (45) days after the expiration of the Proposal validity (including any extension thereof), if the contract has not been awarded; or
    b) Thirty (30) days after the conclusion of the resultant contract, if the contract is not awarded to us; or
    c) Upon receipt of the Performance Security, if the contract is awarded to us.

(Signature with date)
…….. (Name and designation)
Duly authorized to sign Proposal

FORM T-10

Integrity Pact

(To be signed on Plain Paper)

RFP Document No. RFP No./ xxxx;

RFP Title: ……

This Agreement (hereinafter called the Integrity Pact) is made on this _____ day of the month of _____, 202 at _____, India.

BETWEEN

client, _____, through Head of the client, for and on behalf of the President of India (hereinafter called "The Principal", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part.

AND

M/s. _____ (hereinafter called "The Bidder", which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

'The Principal' intends to award, under laid down organizational procedures, contract/s for _____. 'The Principal' values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness/transparency in its relations with its Bidder(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the Procurement Process and the execution of the contract for compliance with the above-mentioned principles.

Section 1 - Commitments of The Principal

(1) 'The Principal' commits to taking all necessary measures to prevent corruption and to observe the following principles:

a) No employee of the Principal, personally or through family members, shall, in connection with the tender or the execution of a contract, demand, accept a promise for, or accept for self or a third person, any material or immaterial benefit to which they are not legally entitled.
b) The Principal shall, during the Procurement Process, treat all Bidder(s) with equity and reason. In particular, before and during the Procurement Process, the Principal shall provide all Bidder(s) with the same information and shall not provide any confidential or additional information that could give a Bidder(s) an advantage.
c) The Principal shall exclude all known prejudiced persons from the process.

(2) If the Principal obtains information on the conduct of any of its employees that constitutes a criminal offence under the IPC/PC Act, or if there is a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and may initiate disciplinary actions.

Section 2 - Commitments of The Bidder

(1) 'The Bidder' commits to taking all necessary measures to prevent corruption and to observe the following principles during the Procurement Process and contract execution:

a) The Bidder shall not, directly or through any other person or firm, offer, promise, or give any material or other benefit to any of the Principal's employees involved in the process, or to any third person, in order to obtain any advantage during the tender or contract execution.
b) The Bidder shall not enter into any undisclosed formal or informal agreement or understanding with other Bidders. This applies particularly to prices, specifications, certifications, subsidiary contracts, or any other actions that restrict competitiveness or introduce cartelisation.
c) The Bidder shall not commit any offence under the relevant IPC/PC Act. Furthermore, The Bidder shall not improperly use any confidential information or documents provided by the Principal for purposes of competition or personal gain.
d) The Bidder of foreign origin shall disclose the name and address of any agents or representatives in India. Similarly, The Bidder of Indian Nationality shall furnish the name and address of any foreign principals. All payments to Indian agents must be in Indian Rupees only, as per the "Guidelines on Indian Agents of Foreign Suppliers" which is appended to this agreement.
e) The Bidder shall, when presenting their Proposal, disclose any and all payments made, committed to, or intended to be made to agents, brokers, or any other intermediaries in connection with the contract award.
f) A Bidder who has signed this Pact shall not approach the Courts while a matter is being represented to the IEMs and shall wait for their decision.

(2) The Bidder shall not instigate or be an accessory to third persons committing the offences outlined above.

Section 3 - Disqualification and Exclusion

If 'The Bidder' commits a violation of Section 2 before or during contract execution that puts their reliability or credibility in question, the Principal is entitled to:

- Disqualify 'The Bidder' from the Procurement Process.
- Take action as per the "Guidelines on Banning of Business Dealings".

Section 4 - Compensation for Damages

(1) If the Principal disqualifies 'The Bidder' from the Procurement Process prior to the award, the Principal is entitled to demand and recover damages equivalent to the Earnest Money Deposit/Bid Security.

(2) If the Principal terminates the contract based on a violation of Section 3, the Principal shall be entitled to demand and recover from The Bidder liquidated damages of the contract value or an amount equivalent to the Performance Bank Guarantee.

Section 5 - Previous Transgression

(1) The Bidder declares that no previous transgressions have occurred in the last three years with any other company or public sector enterprise in any country that would justify their exclusion from this Procurement Process.

(2) If The Bidder makes an incorrect statement on this subject, they can be disqualified from the Procurement Process or face action as per the "Guidelines on Banning of Business Dealings".

Section 6 - Equal Treatment of All Parties

(1) In the case of Sub-contracting, the Principal Bidder shall be responsible for ensuring the Sub-contractor adopts this Integrity Pact.

(2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal shall disqualify all Bidders from the Procurement Process who do not sign this Pact or violate its provisions.

Section 7 - Criminal Charges Against Violating Parties

If the Principal obtains knowledge of conduct by a Bidder, Sub-contractor, employee, representative, or associate that constitutes corruption, or if there is a substantive suspicion, the Principal shall inform the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal shall appoint a competent and credible Independent External Monitor (IEM) for this Pact, with approval from the Central Vigilance Commission. The Monitor's task is to independently review whether the parties are complying with their obligations.
(2) The Monitor is not subject to instructions from either party and performs their functions neutrally and independently. They will have access to all Contract documents as required and must treat all information as confidential. The Monitor reports to the Head of the client.

(3) The Bidder accepts that the Monitor has the right to unrestricted access to all Project documentation of the Principal, including documentation provided by The Bidder. The same applies to Sub-contractors.
(4) The Monitor is contractually obligated to maintain confidentiality. In case of any future conflict of interest, the IEM shall inform the Head of the client and recuse themself.

(5) The Principal shall provide the Monitor with sufficient information about all meetings related to the Project that could impact contractual relations and offer the Monitor the option to participate.
(6) If the Monitor notices a violation of this agreement, they shall inform the Principal's Management and may submit non-binding recommendations for corrective action. The Monitor has no right to demand specific actions from the parties.

(7) The Monitor shall submit a written report to the Head of the client within 8 to 10 weeks of the reference date.

(8) If the Monitor reports a substantiated suspicion of a criminal offence and the Head of the client does not take visible action, the Monitor may transmit this information directly to the Central Vigilance Commissioner.

(9) The term 'Monitor' includes both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for The Bidder 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded.
Any claim made or lodged during this time shall remain valid despite the lapse of this Pact unless it is discharged or determined by the Head of the client.

Section 10 - Other Provisions

(1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Principal's Registered Office in Mumbai.

(2) Changes, supplements, and termination notices must be made in writing.

(3) If The Bidder is a partnership or consortium, this agreement must be signed by all partners or consortium members.

(4) If any provision of this agreement is found invalid, the remainder of the agreement remains valid. The parties shall then strive to agree to their original intentions.

(5) Issues such as Warranty/Guarantee are outside the purview of the IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Appendix, the clause in the Integrity Pact shall prevail.

For and on behalf of The Bidder

(Office Seal)

(Name of the Officer and Designation)

Witnesses

Witness 1:

(Name & Address)

Note

1. *The Bidder/Bidder shall download this document, affix their signatures along with those of the witnesses, and upload the signed document. Failure to submit the Integrity Pact, duly signed and witnessed, along with the Bid, may result in rejection of the Bid.*
2. *In the case of a Joint Venture/Consortium, each member shall sign the Integrity Pact and submit it with the Bid/Tender. All authorized signatories of the JV/Consortium members may either sign a single document jointly or sign separate documents. Failure to submit the Integrity Pact, as prescribed, duly signed and witnessed, along with the Bid, may result in rejection of the Bid.*

FORM T-11

Declaration on Eligibility, Conflict of Interest, and Ethical Conduct

(On the Letterhead of the Bidder) (In case of Joint Venture/Consortium, separate certificates to be submitted by each member)

Date: _____

To:
Directorate General of Maritime Administration
9th Floor, Beta Building,
i-Think Techno Campus,
Kanjurmarg (East), Mumbai – 400042

Ref: RFP No…….

Subject: Declaration regarding Non-Blacklisting, Conflict of Interest, and Ethical Conduct

Dear Sir,

We, the undersigned, hereby declare that:

1. We are not under any declaration of ineligibility, banned, debarred, or blacklisted by any State or Central Government, Public Sector Undertaking, or any other Government institution in India for any reason as on the last date of submission of the Bid.
2. We have not been convicted of any economic offence in India as on the last date of submission of the Bid.
3. There is no existing or potential conflict of interest in relation to this assignment. We have not entered into any arrangement or relationship which could affect our impartiality, independence, or objectivity in performing the consultancy services.
4. We have not engaged, and will not engage, in any corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process or execution of the contract.

We understand that in case any of the above declarations are found to be false or incorrect, the Client/Procuring Entity shall have the right to reject our Bid, terminate the contract, and take any other action as per applicable Government rules.

Thanking you,

Yours faithfully,

Authorized Signatory: _____
Name: _____
Designation: _____
Firm/Company Seal: _____

FORM T-12

DECLARATION ON JOINT VENTURE / CONSORTIUM

(To be submitted on the Letterhead of the Lead Member)

Date:
RFP Reference No.:

To
The Directorate General of Maritime Administration
9th Floor, Beta Building
i-Think Techno Campus
Kanjurmarg (East),
Mumbai – 400042

Subject: Declaration regarding Joint Venture/Consortium for the proposal for *[Name of Assignment]*

Dear Sir/Madam,

We, the undersigned, being the members of the Joint Venture/Consortium, are pleased to submit our proposal for the above-mentioned project in response to your RFP No…….dated…….

We hereby declare and confirm as follows:

1. Constitution of the Joint Venture/Consortium

We have formed a Joint Venture/Consortium solely for the purpose of submitting this proposal and, if awarded, executing the contract for the project. The members are:

- **Lead Member:** [Name of Lead Company], incorporated under the laws of [Country], having its registered office at [Address].
- **Member 2 :** [Name of Member Company], incorporated under the laws of [Country], having its registered office at [Address].
- **Member 3 (if applicable):** [Name of Member Company], incorporated under the laws of [Country], having its registered office at [Address].

2. Lead Member Authorization

We hereby designate **[Name of Lead Company]** as the Lead Member of our Joint Venture/Consortium and authorize it to act for and on our behalf in all matters related to this bid, including but not limited to:

a) Signing all documents,
b) Receiving correspondence,
c) Making commitments and undertakings,
d) Undertaking obligations and liabilities for execution of the contract.

3. Roles and Responsibilities

The roles and responsibilities of each member are as under:

Sr. No.	Member Name	Role	Responsibilities
		Lead Member	
		Member	
		Member	

4. Joint and Several Liability

We, the members of the Joint Venture/Consortium, acknowledge and undertake that we shall be jointly and severally liable to the Directorate General of Maritime Administration for the successful performance of the entire contract in accordance with its terms and conditions.

This liability shall not be limited by any internal arrangement among the members. Further, the Joint Venture/Consortium shall not be dissolved or its composition altered without the prior written consent of the Authority until the successful completion of the project and contract.

5. Acceptance of Terms

We confirm that we have read and fully understood the bidding documents and their provisions related to Joint Ventures/Consortiums. We understand that any misrepresentation or breach of this declaration may lead to rejection of our bid, termination of the contract, and forfeiture of our guarantees.

Declaration

We hereby submit this declaration to affirm our full commitment and capability to successfully execute the project.

For and on behalf of the Members of the Joint Venture/Consortium

Authorized Signatory of Lead Member
Name:
Designation:
Date:
Seal & Business Address:

Authorized Signatory of Consortium Member(s)
Name:
Designation:
Date:
Seal & Business Address:

FORM T-13

Financial Capability

(On the letterhead of the Chartered Accountant)

Date: _____

To:
Directorate General of Maritime Administration
9th Floor, Beta Building,
i-Think Techno Campus,
Kanjurmarg (East), Mumbai – 400042

Subject: Certification of Financial Capability

We have examined the books of accounts and other relevant records of *(Name of Bidder and address)* On the basis of such examination and according to the information and explanations provided to us, and to the best of our knowledge and belief, we hereby certify that the annual turnover, profit before tax, profit after tax, and net worth for the following financial years are as per details given below:

Financial Year	**Annual Turnover (Rs.) in lakhs**	**Profit Before Tax (Rs.) in lakhs**	**Profit After Tax (Rs.) in lakhs**	**Net Worth (Rs.) in lakhs**
2022-23				
2023-24				
2024-25				

Declaration:
This certification is based on our examination of the financial statements and other relevant records provided by the Bidder / Consortium Partner. It is intended solely for the purpose of submission in response to the RFP issued by the Directorate General of Maritime Administration.

Chartered Accountant Details:

Signature: _____
Name: _____
Designation: _____
Membership Number: _____
Date: _____
Company Seal: _____
Business Address: _____

UDIN :

FORM T-14

Format for Submission of Pre-Proposal Queries

[On the Letterhead of the Bidder]

Date: / /20__

To,
The [Designation of client Official]
[Name of client / Authority]
[Address]

Subject: Submission of Pre-Proposal Queries – RFP for *[Title of Assignment]*

Sir/Madam,

We, the undersigned, refer to the Request for Proposal (RFP) dated [insert date], issued by [client name] for *"[Title of Assignment]"*.

In accordance with the provisions of the RFP, we hereby submit our queries/clarifications for your kind consideration. The queries have been consolidated in the prescribed format below.

We request you to kindly provide clarification/confirmation on the same. This will enable us to submit a comprehensive and well-aligned proposal in line with the requirements of the RFP.

We thank you for the opportunity to participate in this process and look forward to your response.

Yours faithfully,

(Authorized Signatory)
[Name & Designation]
[Bidder Firm Name]
[Contact Details]

S. No.	RFP Section / Clause No.	Page No.	Existing Provision in the RFP	Query / Clarification Sought	Suggested Modification (if any)

Instructions for Online Proposal Submission

Bidders are required to submit soft copies of their Proposals electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their Proposals in accordance with the requirements and submitting their Proposals online on the CPP Portal.

REGISTRATION

a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online Bidder Enrollment" on the CPP Portal which is free of charge.
b) As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPPP.
d) Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
e) Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

a) There are various search options built in the CPP Portal, to facilitate Bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
b) Once the Bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the Bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
c) The Bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF PROPOSALS

a) Bidder should take into account any corrigendum published on the tender document before submitting their Proposals.
b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the Proposal. Please note the number of covers in which the Proposal documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Proposal.

c) Bidder, in advance, should get ready the Proposal documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Proposal documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Proposal, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a Proposal and need not be uploaded again and again. This will lead to a reduction in the time required for Proposal submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Proposal.

SUBMISSION OF PROPOSALS

a) Bidder should log into the site well in advance for Proposal submission so that they can upload the Proposal in time i.e. on or before the Proposal submission time. Bidder will be responsible for any delay due to other issues.
b) The Bidder has to digitally sign and upload the required Proposal documents one by one as indicated in the tender document.
c) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of Proposal submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Proposal submission time, otherwise the uploaded Proposal will be rejected.
e) Bidders are requested to note that they should necessarily submit their financial Proposals in the format provided and no other format is acceptable. If the price Proposal has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the Bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the Bidder, the Proposal will be rejected.
f) The server time (which is displayed on the Bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the Proposals by the Bidders, opening of Proposals etc. The Bidders should follow this time during Proposal submission.
g) All the documents being submitted by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Proposal opening. The confidentiality of the Proposals is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any Proposal document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric

encryption using buyers/Proposal opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized Proposal openers.

h) The uploaded tender documents become readable only after the tender opening by the authorized Proposal openers.
i) Upon the successful and timely submission of Proposals (i.e. after Clicking "Freeze Proposal Submission" in the portal), the portal will give a successful Proposal submission message & a Proposal summary will be displayed with the Proposal no. and the date & time of submission of the Proposal with all other relevant details.
j) The Proposal summary has to be printed and kept as an acknowledgement of the submission of the Proposal. This acknowledgement may be used as an entry pass for any Proposal opening meetings.

ASSISTANCE TO BIDDERS

a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
b) Any queries relating to the process of online Proposal submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Bidders may avail the free training on the use of e-procurement system as per the schedule published at the following link: https://eprocure.gov.in/cppp/trainingdisp. In case of any further queries, please contact +91-82865-87409 during office hours i.e. between 10 AM till 6 PM on weekdays.

Performance Security (Bank Guarantee)

[On a Stamp Paper of appropriate value]

Bank Guarantee No.: _____
Date: _____
Amount: Rs. _____ (in figures and words)

To,
[Client Name & Address]

In consideration of **[Client Name]** (hereinafter referred to as the "Client"), having awarded to **M/s. _____** (hereinafter referred to as the "Bidder") a Contract for **the Establishment of a Training Ecosystem** vide Agreement No. _____ dated _____ (hereinafter referred to as the "Contract"), the Bidder is required to furnish a Performance Security for the due performance of the Contract.

We, **[Name of Bank]**, having our registered office at _____, and one of our branches at _____, do hereby irrevocably and unconditionally guarantee and undertake to pay the Client, on first written demand, without any demur, reservation, contest, recourse or protest, and without reference to the Bidder, an amount not exceeding **Rs. _____ (Rupees _____ only)**.

We agree that the decision of the Client as to whether the Bidder has committed a breach of any terms and conditions of the Contract shall be final and binding on us.

This guarantee shall be valid until _____ **[i.e., up to 6 months beyond the completion of contractual obligations of the Bidder]**.

Notwithstanding anything contained herein:

1. Our liability under this guarantee shall not exceed **Rs. _____**.
2. This guarantee shall remain valid up to _____.
3. We shall be liable to pay the guaranteed amount only if we receive a written claim from the Client on or before the date mentioned above.

IN WITNESS WHEREOF, this guarantee has been executed on this ___ day of _____ 20__.

For [Bank Name]
Authorized Signatory: _____
Name: _____
Designation: _____
Seal/Stamp: _____

Place:

Date: _____

Section 7: Draft Contract Agreement

Indicative Agreement

This Agreement (hereinafter called the "Contract") is made and entered into on this the …….. day of ……., 2025, at Mumbai, India.

BETWEEN

Directorate General of Maritime Administration (client), Ministry of Ports, Shipping and Waterways, Government of India, having its office at 9th Floor, Beta Building, I-Think Techno Campus, Kanjurmarg (East), Mumbai - 400 042 (hereinafter referred to as the "Client", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the First Part.

AND

_____, a company incorporated under _____ with its office at _____ (hereinafter referred to as the "Master System Integrator"), which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the Second Part.

(The Client and the Service Provider are hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS:

(a) The Client floated an RFP dated _____ and following due process, has decided to engage the Service Provider for providing the consulting services defined in this Contract (hereinafter called the "Services").

(b) The Master System Integrator, having represented to the Client that it possesses the requisite professional skills, expertise, and technical resources, has been selected on a single-source basis to provide the Services on the terms and conditions set forth in this Agreement.

(c) The Service Provider has agreed to provide the Services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, the Parties hereto agree as follows:

1) Integral Documents

The following documents attached hereto shall be deemed to form and be read as an integral part of this Agreement: Agreement, and all related Annexures

2. Mutual Rights and Obligations

The mutual rights and obligations of the client and the Service Provider shall be as set forth in the Contract. In particular:

a) The Service Provider shall perform the Services in accordance with the provisions of the Contract; and

b) The Client shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names and delivered as of the day and year first above written.

For and on behalf of the client

Directorate General of Maritime Administration, Mumbai
(Signature)
(Name):
(Designation):

For and on behalf of the Master System Integrator

_____

(Signature)
(Name)
(Designation)

In the Presence of Witness 1:

(Signature)
(Name):
(Designation):

In the Presence of Witness 2:

(Signature)
(Name):
(Designation)

Article 1: General Provisions

1.1 Definitions	Unless the context otherwise requires, the following terms whenever used in this Contract shall have the meanings assigned to them below: **"Completion Date"** means the date of completion of the Services by the Service Provider as certified by the client. **"Contract"** means the Contract signed by the Parties **"Concession"** means the Concession granted by the Concessioning Authority (Client) to the Concessionaire (Master System Integrator) in accordance with the provisions of this Agreement for implementing the Project and providing Project Facilities and Services. **"Concession Period"** means the period of the Concession as per this Agreement originally set to 5 years and further extendable as mutually agreed. **"Client"** means the party of part 1 above. **"Gross Revenue"** means all the revenues chargeable by the Concessionaire from the Training Ecosystem. **"Master System Integrator"** means the party of part 2 above. **"Day"** means a working day unless indicated otherwise. **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other Experts of the Master System Integrator, Sub-Master System Integrator, or JV member(s) assigned by the Service Provider to perform the Services or any part thereof under the Contract. **"Party"** means the client or the Master System Integrator, as the case may be, and **"Parties"** means both of them. **"Project" or "Services"** means the establishment and operation of the Training Ecosystem as per the Terms of Reference. **"Master System Integrator's Proposal"** means the complete Proposal submitted by the Service Provider to the client. **"Revenue Share"** means the revenue share payable by the Concessionaire to the Concessioning Authority.

	"Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in the Terms of Reference. **"SLAs"** means the Service Level Agreements included in this agreement **"Third Party"** means any person or entity other than the Government, the client, the Master System Integrator, or a Sub-Master System Integrator. **"User Charges"** shall mean the user charges charged by the Service Provider from the Students/ MTIs etc as quoted by the bidder.
1.2 Applicable Law	The Contract shall be interpreted in accordance with the laws of the Union of India.
1.3 Language	This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address of the parties. The term "in writing" means communicated in written form with proof of receipt. A notice shall be effective from the date of delivery or on the notice's effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.
1.6 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the client or the Service Provider may be taken or executed by the officials signing the agreement.
1.7 Authority of Member in Charge	In case the Service Provider is a Joint Venture, the members hereby authorize the Lead member to act on their behalf in exercising all the Master System Integrator's rights and obligations towards the client under this Contract, including without limitation the receiving of instructions and payments from the client.
1.8 Taxes and Duties	The Service Provider and their Experts shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price/User charges.
1.9 Code of Integrity	a) The client, the Service Provider and their representatives shall strictly adhere to the code of integrity as stipulated under GFR 175. b) The client requires the Service Provider to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and

	address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract
Commencement, Completion, Modification, and Termination of Contract	
2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both parties.
2.2 Commencement of Services	
2.2.1 Program **2.2.2 Starting Date**	Before commencement of the Services, the Service Provider shall submit to the client for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated. The Service Provider shall start carrying out the Services within thirty (30) days after the date the Contract becomes effective.
2.3 Intended Completion Date	Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete Go-Live within One Year. If Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per the agreed upon SLAs. In this case, the Completion Date will be the date of completion of all activities.
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
2.4.1 Change Request	As per SLA
2.5 Force Majeure	
2.5.1 Definition **2.5.2 No Breach of Contract** **2.5.3 Extension of Time**	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was

	unable to perform such action as a result of Force Majeure.
2.6 Termination	
2.6.1 By the client	The client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Master System Integrator, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1: if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the client may have subsequently approved in writing; if the Service Provider become insolvent or bankrupt; if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or if the Master System Integrator, in the judgment of the client has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.
2.6.2 By the Master System Integrator	The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2: if the client fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
Obligations of the Master System Integrator	
3.1 General	The Service Provider shall perform the Services in accordance with the Specifications and the Terms of Reference, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the client, and shall at all times support and safeguard the client's legitimate interests in any dealings with Sub-Master System Integrators or third parties.
3.2 Conflict of Interests	3.2.1 The Service Provider shall hold the client's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. 3.2.2 The Service Provider agrees that, during the term of

	this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the project. 3.2.3 The payment of the Service Provider would be via User Charges and that shall constitute the Master System Integrator's only payment in connection with this Contract and the Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Service Provider shall use its best efforts to ensure that any Sub-Master System Integrators, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment. 3.2.4 Furthermore, if the Master System Integrator, as part of the Services, has the responsibility of advising the client on the procurement of goods, works or services, the Service Provider shall comply with the applicable rules and guidelines of the Government of India, and shall at all times exercise such responsibility in the best interest of the client. Any discounts or commissions obtained by the Service Provider in the exercise of such procurement responsibility shall be for the account of the client. 3.2.5 The Service Provider shall not engage, and shall cause its Experts as well as its Sub-contractors not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. 3.2.6 The Service Provider has an obligation and shall ensure that its Experts and Sub-contractors shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Service Provider or the termination of its Contract.
3.3 Confidentiality	Except with the prior written consent of the client, the Service Provider and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. In the event that the Firm or its representatives are requested pursuant to, or required by, applicable law or regulation or by legal or administrative process to disclose any Confidential Information, or where the Firm wishes to disclose to its professional indemnity insurers or to its advisers, the Firm agrees that it will, as far as is legally and practically possible, provide the client with prompt notice

	of such request or requirement in order to enable the client to seek an appropriate protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Firm or its representatives, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed.
3.4 Insurance to be Taken Out by the Master System Integrator	The Service Provider (a) shall take out and maintain, and shall cause any Sub-Master System Integrators to take out and maintain, at its (or the Sub-Master System Integrators', as the case may be) own cost but on terms and conditions approved by the client, insurance against the risks, and for the coverage; and (b) at the client's request, shall provide evidence to the client showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Service Provider shall ensure that such insurance is in place prior to commencing the Services.
3.5 Master System Integrator's Actions Requiring client's Prior Approval	The Service Provider shall obtain the client's prior approval in writing before taking any of the following actions entering into a subcontract for the performance of any part of the Services, changing the Program of activities.
3.6 Reporting Obligations	The Service Provider shall submit to the client the reports and documents on a monthly basis as agreed upon with the client.
3.7 Documents Prepared by the Service Provider to Be the Property of the client	3.7.1 All plans, drawings, specifications, designs, reports, databases, software (including object code, source code, scripts, libraries, APIs, and related technical documentation), and other deliverables prepared and submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the client. The Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such deliverables to the client, together with a detailed inventory thereof. The Service Provider may retain a copy for record and reference purposes only. Any restrictions about the future use of these deliverables, if any, shall be specified in the SCC. 3.7.2 If license agreements are necessary or appropriate between the Service Provider and third parties for the purposes of development or integration of the plans, drawings, specifications, designs, databases, software, or source code, the Service Provider shall obtain the client's prior written approval to such agreements. The client shall be entitled, at its discretion, to require the Service Provider to assign, novate, or otherwise transfer such licenses to the client, and/or to recover the expenses related to the development of the program(s) concerned. 3.7.3 The Service Provider shall not withhold or restrict the client's rights of access to the source code, documentation, or any other material necessary for the use, operation, maintenance, or further development of the software. 3.7.4 All intellectual property rights, including copyright, in

	the simulator and all deliverables developed specifically under this Contract shall be jointly owned by the Directorate General of Maritime Administration (client) and the Master System Integrator. 3.7.5 client shall have an irrevocable, perpetual, and royalty-free right to use, reproduce, modify, adapt, and customise the software and related deliverables for its own use, and for use by its subordinate and attached offices, affiliated entities, and such other Government organisations as may be authorised by client. 3.7.6 The Service Provider shall not, without the prior written approval of client, transfer, commercialise, or license the simulator or any part of the deliverables developed under this Contract to third parties. 3.7.7 Any pre-existing proprietary software, tools, or components of the Service Provider used in the development of the simulator shall remain the property of the Master System Integrator. However, the Service Provider shall grant client a perpetual, irrevocable, and royalty-free licence to use such components solely as part of the simulator.
3.8 Penalty	As per SLAs
5.5 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clause 6.1.
Settlement of Disputes	
7.1 Amicable Settlement	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation
7.2 Dispute Settlement	Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication / arbitration in accordance with the provisions
Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
Limitation of Liability	The total aggregate liability of the Master System Integrator, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to 110% of the contract value. However, the Service Provider shall not be liable for any damages arising due to any changes in the source code made by anyone other than the Master System Integrator's team,

	or by anyone after the closure / termination of the contract.
Indemnity	The Service Provider shall at all times indemnify and keep indemnified the client against all claims/damages for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract. The Service Provider shall indemnify the client in full for any failure in performance on account of its default or non-fulfilment of its obligations and the same is performed by the client or any other agency engaged by the client. In such case all the costs and expenses incurred by the client are recoverable from the Master System Integrator. The client shall also indemnify the Service Provider for losses/damages suffered due to any fraud, misrepresentation or omission of facts by the client or any of its personnel.

Article 2: Development and Operation of the Training Ecosystem

2.1 Concession

In consideration of the Concessionaire agreeing to pay to the Concessioning Authority the Revenue Share as agreed upon in the Financial Proposal, and performing its obligations as set out in this Agreement, the Concessioning Authority hereby grants to the Concessionaire, subject to the provisions of this Agreement, an exclusive license for designing, engineering, financing, developing, operating and maintaining the Training Ecosystem as set in the Terms of Reference.

2.2 Concession Period

The Concession hereby granted is for a period of **5** years commencing from Date of Award of Concession during which the Concessionaire is authorized and obliged to implement the Project and to provide Project Facilities and Services in accordance with the provisions hereof.

Provided that: -

(a) in the event of the Concession being extended by the Concessioning Authority beyond the said period of 5 years it will be in accordance with the provisions of this Agreement

(b) the Concessioning Authority ie the Client may cause into effect early termination/determination of the Concession/ this Agreement accordance with the provisions hereof

2.3 Acceptance of the Concession

The Concessionaire hereby accepts the Concession and agrees and undertakes to implement the Training Ecosystem in accordance with the provisions of this Agreement. Subject to and in accordance with the provisions of this Agreement and Applicable Laws and Applicable Permits, the Concessionaire shall at its costs, charges, expenses and risk including but not limited to foreign exchange variation risk, or demand risk, if any, conceptualize, design, engineer, finance, develop, operate, and maintain the Training Ecosystem.

2.4 Project Implementation

The Concessionaire shall at its costs, charges, expenses and risk including but not limited to foreign exchange variation risk, or demand risk, if any, conceptualize, design, engineer, finance, develop, operate, and maintain the Training Ecosystem.

The Concessionaire shall submit the FRS and SRS to the Client for approval before commissioning the development of the Ecosystem.

2.5 Levy of User Charges

The Concessionaire shall be entitled to recover User Charges from the users of the Training Ecosystem as per this agreement as given in Clause 2.7 below. The User Charges and the Revenue Share paid to the Client shall be revised in the manner set out in Clause 2.8 below. The clause below prescribes the maximum Tariff that can be levied by the Concessionaire, and the Concessionaire may charge lower than the rates prescribed.

2.6 **Collection of Cesses and Charges**

The Concessionaire shall collect all cesses and charges, if any levied on the users as may be requested by the Concessioning Authority, on behalf of the Concessioning Authority and remit the same to the Concessioning Authority. Provided, the Concessionaire shall be duly authorized by the Concessioning Authority or such other authority as may be competent in this regard, for the purpose of such collection.

2.7 Rate of User Charges & Revenue Share

The User Charges will be as per the quoted/agreed upon figures as below:

Component	**Paying Entity**	**Per User Charge**
LMS	Students	A
FDP	Faculty	B
Digital TAR Book	Students	C
Centralized Attendance System 2.0	MTIs	D
Web Based Simulator	Students/ MTI	E
Online Maritime Certificate Verification	Shipping Companies/ RPSLs/ MTIs or any verifying entity	F
AR/VR/Mixed Reality	Students/ MTI	G

The Concessionaire shall **not levy, charge, collect, or recover** any fee, charge, levy, subscription, convenience fee, bundling fee, or consideration of any nature whatsoever other than those expressly approved above.

Any proposal to introduce a **new category of user charge** or modify the charging structure shall require the **prior written approval of the Client**, which may be granted or rejected at the Client's sole discretion

The Concessionaire shall be solely responsible for:

- billing of users,
- collection of user charges,
- handling of refunds, disputes, and chargebacks.

All billing and collection shall be carried out through transparent, auditable digital systems, approved payment gateways, and invoicing mechanisms compliant with applicable laws.

The Client shall have real-time or periodic access to billing dashboards, transaction data, and collection reports.

The Concessionaire shall pay to the Concessioning Authority Revenue Share per Month equivalent to [●] % ([●] percent) of the Gross Revenue chargeable by the Concessionaire ("the Revenue Share"). Gross Revenue shall be computed on the basis of the actual User Charges levied for and in respect of the Training Ecosystem during the relevant period of computation.

Revenue Share for each Month shall be paid on or before the seventh Day of the immediately succeeding Month.

The payment of Revenue Share shall commence from the Month of Go-Live.

Revenue Share amounts remaining unpaid on respective due dates would carry interest @ 9% per annum from the due date till the date of payment.

2.8 Revision of User Charges & Revenue Share

User charges may be revised **not more than once in a Contract Year**, subject to:

(a) a maximum annual escalation of **[X]%**, and

(b) prior written approval of the Client.

The Concessionaire shall submit a **reasoned proposal** for revision at least **[90] days** prior to the proposed effective date, supported by:

- cost justification,
- adoption impact analysis, and
- benchmarking data (if required).

No revision shall take effect unless expressly approved by the Client in writing

2.9 Maintenance of Records & Audits

During the subsistence of this Agreement, the Concessionaire shall maintain all documents and supporting evidences for its financial statements including agreements and documents with respect to all payments and receipts. The Concessionaire shall submit to the Concessioning Authority a financial statement of the Gross Revenue for every 6 (six) monthly period ending 30th September and 31st March every year, duly certified by its Statutory Auditors. The certificate must be furnished within 30 (thirty) Days of the end of each such period.

The Concessioning Authority shall, at its own cost, have the option to appoint auditors/accountants to conduct a special audit of the Gross Revenue and the financial statements, documents and supporting evidences thereto as may be mandated by the Concessioning Authority and report to the Concessioning Authority such information as may be desired by the Concessioning Authority for any period and the Gross Revenue.

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is made on this ___ day of _____ 20__, at _____, India

BETWEEN

[Client Name], a Government Department / PSU / Organization having its office at _____ (hereinafter referred to as the **"Client"**, which expression shall include its successors and assigns) of the First Part,

AND

M/s _____, a company/firm incorporated under the laws of India having its registered office at _____ (hereinafter referred to as the **"Bidder"**, which expression shall include its successors and permitted assigns) of the Second Part.

(Client and Bidder are hereinafter collectively referred to as "Parties" and individually as a "Party").

1. Purpose

The Client intends to engage the Bidder for providing consultancy services under Tender No. _____ / Contract Agreement dated _____ ("Project"). In the course of performing the services, the Bidder may have access to certain confidential and proprietary information of the Client.

2. Definition of Confidential Information

"Confidential Information" shall mean any information disclosed by the Client to the Bidder in oral, written, electronic, or any other form, including but not limited to:

- Government records, data, reports, studies, manuals, designs, drawings, specifications, software, source code, and databases;
- Project-related documents, plans, policies, technical or financial details;
- Personal data, strategic or security-related information;
- Any information designated as "Confidential" by the Client;
- Any analysis, compilation, or document prepared by the Bidder that contains or is derived from such information.

Confidential Information shall not include information that is:

a) in the public domain other than by breach of this Agreement;
b) already known to the Bidder prior to disclosure;
c) lawfully obtained from a third party not under confidentiality obligation; or
d) required to be disclosed under applicable law or order of a competent court.

3. Obligations of the Bidder

The Bidder agrees to:
a) Use the Confidential Information solely for the purpose of the Project.
b) Not disclose Confidential Information to any third party without prior written consent of the Client.
c) Restrict access to Confidential Information to only those employees, partners, or subcontractors who need to know for the Project, ensuring they are bound by confidentiality obligations.
d) Exercise the same degree of care as it uses to protect its own confidential information, but not less than reasonable care.
e) Return or destroy all Confidential Information upon completion or termination of the Project, if directed by the Client.

4. Ownership of Information

All Confidential Information disclosed remains the property of the Client. Nothing in this Agreement grants the Bidder any rights, title, or interest in such information, except the right to use it for fulfilling obligations under the Project.

5. Duration

This Agreement shall remain in force during the term of the Consultancy Agreement and shall survive for a period of **Five (5) years** after expiry or termination of the Consultancy Agreement.

6. Remedies

Any unauthorized disclosure or misuse of Confidential Information may result in the Client taking appropriate legal or contractual remedies, including termination of the Consultancy Agreement, forfeiture of performance security, and initiation of legal proceedings as per applicable laws of India.

7. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising shall be subject to the jurisdiction of courts at Mumbai.

8. Miscellaneous

a) This Agreement is in addition to and not in derogation of the confidentiality obligations specified in the main Consultancy Agreement.

b) No amendment to this Agreement shall be valid unless made in writing and signed by both Parties.

For and on behalf of the Client

(Name, Designation, Seal & Signature)
Date: _____
Place: _____

For and on behalf of the Bidder

(Name, Designation, Seal & Signature)
Date: _____
Place: _____

Witnesses:

1. _____ (Name & Address)
2. _____ (Name & Address)

Section 8:

SERVICE LEVEL AGREEMENT (SLA)

AND PENALTY SCHEDULE

Establishment of the Training Eco-System

Design–Build–Finance–Operate–Maintain (DBFOM) / Public Private Partnership

Schedule to the Concession Agreement with the Single Master Integrator

CONTENTS

1	Purpose, Scope and Status
2	Definitions and Interpretation
3	SLA Framework and Phases
4	SLA Score Computation
5	Performance Consequence Matrix
6	Category I – Implementation Phase
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Sch. 6	Monthly SLA Report Contents
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SERVICE LEVEL AGREEMENT (SLA)

This Service Level Agreement (SLA) is entered into on this ___ day of _____ 20__, at _____, India.

BETWEEN

Directorate General of Shipping (DGS), Ministry of Ports, Shipping and Waterways, Government of India, having its office at _____, India, hereinafter referred to as the **"Client"**,

AND

M/s _____, having its registered office at _____, hereinafter referred to as the **"System Integrator (SI)"**, being the Single Master Integrator and Concessionaire under the Agreement.

(The Client and the SI are hereinafter collectively referred to as the **"Parties"** and individually as a **"Party"**.)

WHEREAS the Client has awarded to the SI the Concession Agreement dated _____ (the "Agreement") for the design, development, financing, hosting, operation and maintenance of the Training Eco-System on a DBFOM basis at zero cost to the Government of India; and **WHEREAS** the Parties wish to record the service levels, measurement methods, penalties, liquidated damages and recovery mechanism that govern the SI's performance, **NOW THEREFORE** the Parties agree as follows:

1. PURPOSE, SCOPE AND STATUS

1.1 **Purpose.** This SLA sets out measurable performance standards for the implementation, hosting, operation and maintenance of the Training Eco-System, the method of measuring them, and the consequences of failure.

1.2 **Status.** This SLA is a Schedule to, and an integral part of, the Agreement. Capitalised terms not defined here have the meaning given in the Agreement and the RFP.

1.3 **Scope.** The SLA applies to all seven Components of the Training Eco-System and to hosting, integration, training and capacity building, post Go-Live operation and maintenance, and exit management:

(a) Learning Management System (LMS);

(b) Faculty Development Programme (FDP);

(c) Digital Training and Assessment Record (Digital TAR) Book;

(d) Centralised Attendance System (CAS 2.0);

(e) Web-Based Simulator (WBS);

(f) Online Maritime Certificate Validation (OMCV); and

(g) AR/VR/Mixed Reality (XR) Training.

1.4 **Concession basis.** The Client makes no payment to the SI. The remedies in this SLA therefore operate by payment from the SI to the Client, recovery from the Performance Bank Guarantee (PBG) and the contractual consequences in Clause 13, and are not linked to any payment by the Client.

1.5 **Single point of responsibility.** The SI is solely responsible for meeting every Service Level, whether a Component is built in-house or delivered through a sub-contractor, cloud provider or OEM. The Client has no privity with any sub-contractor.

2. DEFINITIONS AND INTERPRETATION

2.1 In this SLA, the following terms have the meanings below:

Term	Meaning
Agreement	The Concession Agreement between the Client and the SI, including its Schedules and the RFP.
Base PBG Amount	The amount determined under Schedule 5.
Business Hours / Working Day	08:00 to 20:00 IST, Monday to Saturday, excluding Central Government holidays / a day on which Business Hours fall.
Category I / Category II	The implementation-phase regime (Clause 6) and the operations-and-maintenance regime (Clause 7) respectively.
CAP	A Corrective Action Plan submitted by the SI under Clause 5.3.
Chargeable Change	A change accepted under Clause 17.5 as chargeable; it excludes the matters in Clause 17.5(b).
Change Request	A written request for a change in scope, functionality or Service Levels, raised under Clause 17.5.
Commercial Go-Live Date	For a Module, the date of the Client's written Go-Live certificate issued after UAT sign-off, security-audit clearance and approval of the SLA Monitoring Tool for that Module.
Contract Year	Each period of twelve (12) months starting on the Effective Date and each anniversary of it.
Core Modules	LMS, CAS 2.0, OMCV and the Digital TAR Book synchronisation service.
Downtime	Time during which a service, Module or environment is unavailable or degraded as described in Clause 14.
ECV / EAGR	Estimated Concession Value = EAGR × 5. Estimated Annual Gross Revenue (EAGR) = (A × 7,50,000) + (B × 4,500) + (C × 10,000) + (D × 170) + (E × 66,000) + (F × 5,000) + (G × 66,000), where A to G are the per-user charges quoted for the seven Components in the Financial Bid (indicative annual volumes as per Section 4 of the RFP).
Final Go-Live	The Client's written certificate that the entire Training Eco-System is live (Milestone M8, Schedule 4).
Gross Revenue	All User Charges and other revenue billed or collectible by the SI from the Training Eco-System, excluding taxes, as defined in the Agreement.
Incident	Any event that is not part of standard operation and causes, or may cause, interruption or degradation of a service.
Inordinate Delay	Delay of more than twelve (12) weeks in achieving any milestone in Schedule 4.
Key Experts	The personnel proposed in Form T-6 and approved by the Client.
LD	Liquidated damages under Clause 6 and Schedule 4.
Material Performance Failure	A Quarterly SLA Score below 50.
Module	Any one of the seven Components.
MTI	A DGS-approved Maritime Training Institute.
Penalty Base	As defined in Clause 8.1.
PMIS	The SI's project management and information system used for project and SLA tracking.

Term	Meaning
Quarter	Each successive period of three months commencing on 1 April, 1 July, 1 October and 1 January.
Quarterly SLA Score	The score computed under Clause 4.
Revenue Share	The share of Gross Revenue payable to the Client under the Agreement.
RPO / RTO	Recovery Point Objective / Recovery Time Objective.
Security Breach	Any event listed in Clause 9.2.
Service Level	A parameter in Clause 7 with its Target, Lower and Breach levels.
SLA Monitoring Tool	The automated, tamper-evident measurement tool described in Clause 15.1.
Stabilisation Period	The period described in Clause 12.
STQC	Standardisation Testing and Quality Certification Directorate (MeitY).

2.2 **Interpretation.** Headings are for convenience only. "Including" means "including without limitation". References to a law include amendments and re-enactments. Amounts are in Indian Rupees and exclusive of taxes unless stated.

3. SLA FRAMEWORK AND PHASES

3.1 **Assessment.** Performance is measured monthly through the SLA Monitoring Tool, reported monthly, and assessed quarterly. The Quarterly SLA Score determines compliance status, penalties, corrective action, step-in and termination rights.

3.2 **Phases.** The SLA applies in three phases:

(a) **Phase I – Implementation:** from the Effective Date to Final Go-Live. Category I (Clause 6) applies. Clause 9 (security and compliance) applies from the date any production or real user data is hosted, including in UAT.

(b) **Phase II – Stabilisation:** for each Module, as per Clause 12.

(c) **Phase III – Steady state:** after stabilisation, Category II (Clause 7) applies in full for the rest of the Concession Period.

3.3 **Module-wise application.** Where Modules go live in phases, the parameters of a Module apply from the end of that Module's Stabilisation Period, and N in Clause 4.2 is adjusted accordingly.

3.4 **Independence.** Each Service Level is measured independently. The Parties may, by written agreement under Clause 17, modify, add or delete Service Levels.

4. SLA SCORE COMPUTATION

4.1 **Tiers and points.** Each parameter in Clause 7 is classified Tier A (critical), Tier B (important) or Tier C (routine). Points are awarded for the level achieved in the Quarter:

Tier	Target level	Lower level	Breach level
Tier A – critical	+5	+2.5	−3
Tier B – important	+5	+2	−2

Tier	Target level	Lower level	Breach level
Tier C – routine	+5	+1	−1

4.2 **Formula.** Quarterly SLA Score = (Σ points ÷ (5 × N)) × 100, where N is the number of parameters applicable in the Quarter. A perfect Quarter scores 100. The score is rounded to one decimal place and cannot be below zero.

4.3 **Level for the Quarter.** For parameters measured monthly, the level for the Quarter is determined on the average of the three monthly measurements. Parameters measured quarterly (such as user satisfaction and CAS 2.0 accuracy) are assessed on the Quarter's result. Repeated monthly breaches are separately dealt with in Clause 13.2.

4.4 **Illustration.** A worked example is at Schedule 3.

5. PERFORMANCE CONSEQUENCE MATRIX

5.1 The consequences of the Quarterly SLA Score are:

Score	Status	Consequence
90 and above	Full compliance	No action.
80 – 89.9	Minor gaps	Advisory notice to the SI. No monetary penalty.
70 – 79.9	Moderate deviation	CAP within 15 days. No monetary penalty under this clause (fixed penalties under Clause 8.2 still apply).
60 – 69.9	Significant gaps	Penalty of **1.5%** of the Penalty Base, plus CAP.
50 – 59.9	High-risk zone	Penalty of **3%** of the Penalty Base, plus CAP and Show Cause Notice.
Below 50	Material Performance Failure	Penalty of **5%** of the Penalty Base (the maximum), plus Show Cause Notice and enhanced monitoring at the SI's cost. A score below 50 in two consecutive Quarters is a Critical Breach (Clause 13.3).

5.2 **Sustained low performance.** A score below 60 in two consecutive Quarters triggers a performance review chaired by the Director General and a binding corrective plan.

5.3 **CAP.** The SI shall submit a CAP within 15 days of the notice identifying root cause, corrective action, owner and dates. The Client shall respond within 10 days. The SI shall complete the actions within 30 days or the approved period. Delay in submitting the CAP attracts the fixed penalty in Clause 8.2.

6. CATEGORY I – IMPLEMENTATION PHASE

6.1 **Milestones and LD.** The SI shall achieve the milestones in Schedule 4 by the dates stated. For delay in any milestone, LD apply per completed week or part thereof beyond a grace period of four (4) weeks, at the rates in Schedule 4.

6.2 **Nature and cap of LD.** The Parties agree that LD are a genuine pre-estimate of the Client's loss (including loss of Revenue Share, extended cost of legacy arrangements and administrative cost) and not a penalty by way of punishment. Aggregate LD for delay shall

not exceed 5% of the ECV, rising to 10% of the ECV only where there is Inordinate Delay. LD form part of the Combined Ceiling in Clause 8.5.

6.3 **Delay beyond 12 weeks.** Where any milestone is delayed by more than twelve (12) weeks (Inordinate Delay), the Client may treat the delay as a material breach, invoke the PBG under Clause 11 and exercise its rights under Clause 13. Delay of Final Go-Live beyond twelve (12) weeks entitles the Client to forfeit the PBG under Clause 11.7 and to terminate.

6.4 **Go-Live approval.** Failure to implement any mandatory requirement of the Terms of Reference before Go-Live suspends the Client's Go-Live approval. The SI shall not levy User Charges on any Module before its Commercial Go-Live Date.

6.5 **Acceptance conditions.** Go-Live approval requires UAT sign-off, closure of critical and high findings of a third-party security audit, DPDP Act compliance controls, DGMA cyber security compliance, and an approved SLA Monitoring Tool. The SI shall apply for and maintain STQC certification at its own cost within the period fixed in the Agreement. Delay attracts damages under Clause 9.2 (B5) and withholding of approval for new Modules.

6.6 **Key Experts.** The SI shall deploy the Key Experts proposed in Form T-6. Substitution requires the Client's prior written approval of a person of equal or better qualification. A substitution caused by death, incapacity or the Client's own request does not attract the substitution penalty. Vacancies, and other substitutions, attract the graded penalties in Clause 8.2 (F5).

6.7 **Extension.** Milestone dates are extended day-for-day for Force Majeure and for delay caused by the Client (Clause 16). No LD accrue for the extended period.

7. CATEGORY II – OPERATIONS AND MAINTENANCE SERVICE LEVELS

7.1 **Application.** The Service Levels below apply from the end of each Module's Stabilisation Period. Tier (A, B or C) is shown under the reference. Points follow Clause 4.1. Availability is calculated under Clause 14 and Schedule 2.

7.2 Availability and performance

Ref / Tier	Parameter and measurement basis	Target (+5)	Lower level	Breach level
P1 **A**	**Platform and SSO availability.** Portal, authentication and shared services, 24×7, monthly, by SLA Monitoring Tool.	≥ 99.5%	≥ 98.0% and < 99.5% (+2.5)	< 98.0% (−3)
P2 **A**	**Core Module availability.** LMS, CAS 2.0, OMCV and TAR sync service, each measured separately; scored on the worst-performing Core Module.	≥ 99.5%	≥ 98.0% and < 99.5% (+2.5)	< 98.0% (−3)
P3 **B**	**Other Module availability.** FDP, WBS and XR platforms, each measured separately; scored on the worst.	≥ 99.0%	≥ 97.0% and < 99.0% (+2)	< 97.0% (−2)
P4 **C**	**Home page and login time.** Average over the month, measured at the SI's network edge from three probe locations.	≤ 3 seconds	> 3 and ≤ 5 seconds (+1)	> 5 seconds (−1)

Ref / Tier	Parameter and measurement basis	Target (+5)	Lower level	Breach level
P5 **B**	**Transaction response time.** Document access, dashboard refresh, form submission, 95th percentile.	≤ 5 seconds	> 5 and ≤ 8 seconds (+2)	> 8 seconds (−2)
P6 **B**	**Peak load.** Error rate (failed transactions ÷ total) at peak, with the platform sized for [5,000] concurrent users.	≤ 0.5%	> 0.5% and ≤ 2% (+2)	> 2% (−2)

7.3 Component service levels

Ref / Tier	Parameter and measurement basis	Target (+5)	Lower level	Breach level
P7 **A**	**LMS assessment integrity.** Share of assessment sessions completed without platform-attributable failure. Any loss or corruption of submitted assessment data is an automatic Breach.	≥ 99.5%	≥ 98.5% and < 99.5% (+2.5)	< 98.5% or any data loss (−3)
P8 **C**	**Content publication.** Time from DGS approval to live publication of content.	≤ 2 Working Days	> 2 and ≤ 4 Working Days (+1)	> 4 Working Days (−1)
P9 **B**	**Integration success.** Records exchanged successfully with INDoS, E-Exam, E-Samudra and MTI modules within [15] minutes.	≥ 99.0%	≥ 97.0% and < 99.0% (+2)	< 97.0% (−2)
P10 **B**	**TAR offline synchronisation.** Offline entries synchronised within [30] minutes of connectivity returning, with intact audit trail.	≥ 99.0%	≥ 97.0% and < 99.0% (+2)	< 97.0% or any audit-trail break (−2)
P11 **A**	**CAS 2.0 accuracy.** False Rejection Rate (FRR) and False Acceptance Rate (FAR), verified quarterly by Client or third-party test sample.	FRR ≤ 3% and FAR ≤ 0.1%	FRR > 3% and ≤ 5%, FAR ≤ 0.1% (+2.5)	FRR > 5% or FAR > 0.1% (−3)
P12 **B**	**CAS 2.0 data refresh.** Attendance records visible on DGS, MMD and MTI dashboards within 5 minutes.	≥ 99.0% of records	≥ 95.0% and < 99.0% (+2)	< 95.0% (−2)
P13 **B**	**WBS sessions.** Scheduled simulator and oral-exam sessions held without platform failure; every session recording stored and retrievable.	≥ 99.0% and 100% recordings	≥ 97.0% and < 99.0% (+2)	< 97.0% or any lost recording (−2)
P14 **B**	**OMCV verification.** (a) ≥ 95% of API verification requests answered within 3 seconds; (b) ≥ 95% of uploaded certificates validated within 24 hours.	Both (a) and (b) met	One of (a), (b) met (+2)	Neither met (−2)
P15 **C**	**XR sessions.** Scheduled XR sessions delivered without technical failure.	≥ 95%	≥ 90% and < 95% (+1)	< 90% (−1)

7.4 Support and incident management

Ref / Tier	Parameter and measurement basis	Target (+5)	Lower level	Breach level
P16 **A**	**Incident resolution.** Share of Incidents resolved within the times in Clause 7.7, by severity.	100% of S1 and S2; ≥ 95% of S3 and S4	≥ 95% of S1 and S2; ≥ 90% of S3 and S4 (+2.5)	Below the Lower level (−3)

Ref / Tier	Parameter and measurement basis	Target (+5)	Lower level	Breach level
P17 **C**	**Helpdesk.** (a) ≥ 95% of calls answered within 30 seconds; (b) call abandonment ≤ 5%.	Both met	One met (+1)	Neither met (−1)
P18 **C**	**User satisfaction.** Quarterly survey of MTIs, learners, faculty and DGS users; design and sample set by the Client.	≥ 80%	≥ 70% and < 80% (+1)	< 70% (−1)

7.5 Cloud, disaster recovery and security

Ref / Tier	Parameter and measurement basis	Target (+5)	Lower level	Breach level
P19 **A**	**DC and DR availability.** Hosting environments (primary and DR) on MeitY-approved cloud.	≥ 99.5%	≥ 98.0% and < 99.5% (+2.5)	< 98.0% (−3)
P20 **A**	**Backup and DR.** Backup success; half-yearly DR drill and any live failover meeting RPO ≤ [15] minutes and RTO ≤ [2] hours.	Backup 100%; RPO and RTO met	Backup ≥ 98%; RPO and RTO met (+2.5)	Backup < 98% or RPO or RTO missed (−3)
P21 **A**	**Vulnerability closure.** Critical findings closed within 48 hours, high within 7 days, medium within 30 days of identification.	All met	Critical met; high and medium closed within 2× the period (+2.5)	Any critical finding open beyond 48 hours (−3)
P22 **A**	**Security incident reporting.** Reported to the Client within [2] hours of detection, and to CERT-In and other authorities within the period the law prescribes, copied to the Client.	All on time	Not applicable	Any late or missed report (−3)

7.6 Reporting, training and resources

Ref / Tier	Parameter and measurement basis	Target (+5)	Lower level	Breach level
P23 **C**	**Monthly SLA report.** Delivered by the 5th Working Day of the following month.	On time every month	Within the 7th Working Day (+1)	Later (−1)
P24 **C**	**Root cause analysis.** RCA for every S1 and S2 Incident.	100% within 48 hours	Within 72 hours (+1)	Later (−1)
P25 **C**	**Training and capacity building.** Sessions delivered per the approved plan; share of participants passing the end assessment.	100% delivered; pass rate ≥ 90%	Pass rate ≥ 80% and < 90% (+1)	Sessions missed or pass rate < 80% (−1)
P26 **B**	**Key Expert availability.** All approved Key Experts deployed; vacancies filled within 30 days; substitutions kept within the limits in Clause 8.2 (F5).	100% deployed	Vacancy ≤ 30 days (+2)	Vacancy > 30 days, unapproved substitution, or substitutions above 20% in a Contract Year (−2)

7.7 **Incident response and resolution.** Severity levels are defined in Schedule 1.

Severity	Response time	Resolution time	Hours basis
S1 – Critical	Within 30 minutes	Within 2 hours	24×7, clock hours

Severity	Response time	Resolution time	Hours basis
S2 – High	Within 1 hour	Within 4 hours	24×7, clock hours
S3 – Medium	Within 8 hours	Within 12 hours	Business Hours
S4 – Low	Within 3 Working Days	Within 5 Working Days	Business Hours

7.8 **Resolution** means service restored to normal operation, a workaround being acceptable for restoration. The permanent fix shall follow the root cause analysis within [10] Working Days.

7.9 **Tool-based evidence.** Service Levels are proved only by the SLA Monitoring Tool and system logs, except P11, P18 and P25, which are proved by the sampling and survey methods in Clause 15.

8. PENALTIES: PENALTY BASE, FIXED PENALTIES AND CAP

8.1 **Penalty Base.** The Penalty Base for a Quarter is the higher of (a) the actual Gross Revenue of that Quarter and (b) [60]% of the Estimated Quarterly Gross Revenue (EAGR ÷ 4).

8.2 **Fixed penalties.** In addition to the penalty under Clause 5.1, the following apply:

Ref	Event	Penalty
F1	S1 Incident not resolved within 2 hours	₹[10,000] per Incident plus ₹[5,000] per additional hour or part, maximum ₹[50,000] per Incident
F2	S2 Incident not resolved within 4 hours	₹[5,000] per Incident plus ₹[2,500] per additional hour or part, maximum ₹[25,000] per Incident
F3	Monthly SLA report delivered after the 5th Working Day	₹[10,000] per report
F4	RCA delivered after 48 hours	₹[5,000] per report
F5	Key Expert vacancy beyond 30 days, or unapproved or avoidable substitution	(a) Vacancy: ₹[25,000] per Key Expert per week or part from day 31, rising to ₹[50,000] per week or part from the 9th week of the vacancy. (b) Substitution, graded by the share of Key Experts substituted in a Contract Year (rounded up to a whole Key Expert): first [10]%: ₹[50,000] per substitution; next [10]%: ₹[1,00,000]; thereafter: ₹[1,50,000].
F6	Half-yearly DR drill not held or failed	₹[1,00,000] per drill
F7	SLA Monitoring Tool or PMIS unavailable, not integrated, or tampered with	₹[1,00,000] per month or part
F8	Planned maintenance without approval or beyond the Clause 14.2 limit	Counted as Downtime, plus ₹[25,000] per event
F9	CAP not submitted within 15 days	₹[10,000] per week or part

8.3 **SLA Penalties.** The penalty under Clause 5.1 and the fixed penalties under Clause 8.2 together are the “SLA Penalties”.

8.4 **Quarterly cap.** SLA Penalties in any Quarter shall not exceed [5]% of the Penalty Base.

8.5 **Combined Ceiling.** The total of (a) LD under Clause 6, (b) SLA Penalties under Clause 8.3, (c) damages under Clause 9, (d) the penalty components under Clause 10 (the amount over and above any refund, Revenue Share, interest or shortfall), and (e) any PBG forfeited under Clause 11.7, shall not in aggregate exceed [5]% of the ECV over the Concession Period, increased to [10]% of the ECV where there has been Inordinate Delay, a Critical Breach, or termination for SI default. The following are outside the Combined Ceiling: refunds of excess charges to users; Revenue Share, interest and under-reported amounts due under the Agreement; and indemnity for third-party claims and statutory penalties imposed on the Client. The overall limitation of liability in the Agreement continues to apply.

8.6 **Genuine pre-estimate.** SLA Penalties are agreed compensation for the Client's loss, which is difficult to quantify, and not a penalty by way of punishment. The Client need not prove actual loss.

8.7 **Ratchet.** Where the same parameter is at Breach level in two consecutive Quarters, the percentage under Clause 5.1 for the second and each later consecutive Quarter is increased by [50]%, subject to the cap.

8.8 **No double penalty.** A single event shall not attract more than one fixed penalty; the highest applies. Fixed penalties and the score-based penalty are separate and both apply.

9. SECURITY AND COMPLIANCE BREACH DAMAGES

9.1 The SI shall comply with the DPDP Act, 2023, CERT-In and MeitY requirements, the DGMA cybersecurity policy and SOP, the restricted-vendor-access, encryption (AES-256 at rest, TLS 1.2 or higher in transit) and audit-trail requirements of the Terms of Reference, and shall keep ISO 9001, ISO 27001 and CMMI Level 3 valid throughout the Agreement.

9.2 The following events attract the agreed damages below, per incident, in addition to the SI's duty to contain and remedy the event and to indemnify the Client under the Agreement, and subject to the Combined Ceiling in Clause 8.5:

Ref	Event	Damages	Additional consequence
B1	Unauthorised access, or breach of the restricted-vendor-access controls (named personnel, least privilege, RBAC/MFA, immutable logs)	₹[5,00,000]	Immediate revocation of access; audit of access logs
B2	Tampering with, alteration or loss of attendance, TAR, assessment, oral-exam recording or certificate records attributable to the SI, its personnel or sub-contractors	₹[10,00,000]	Forensic audit at the SI's cost; Client may suspend the affected Module; records restored from backup
B3	Personal data breach under the DPDP Act, 2023 attributable to the SI	₹[25,00,000]	SI bears notification and remediation costs and indemnifies the Client against penalties and claims
B4	Failure to report a Security Breach within the period in P22	₹[2,00,000]	—
B5	Lapse of ISO 9001, ISO 27001 or CMMI Level 3, or STQC certification not obtained by its due date	₹[1,00,000] per month of lapse	Client may withhold approval of new Modules or onboarding
B6	Hosting, processing or storing Client data outside MeitY-approved cloud or outside India without written approval	₹[10,00,000]	Material breach if not cured within 7 days

9.3 Two events of type B2 or B3 in any period of twelve (12) months, or any wilful event, is a Critical Breach (Clause 13.3).

9.4 Clause 9 applies from the first day Client data is hosted, including during the Stabilisation Period.

10. CONCESSION COMPLIANCE (USER CHARGES, REVENUE SHARE, REPORTING)

10.1 **User Charges.** The SI shall levy only the User Charges approved under the Agreement. For any excess or unauthorised charge the SI shall refund the full amount to the user within 15 days and pay the Client a penalty of twice the excess amount. More than two such instances in a Quarter is a material breach.

10.2 **Revenue Share.** The SI shall pay the Revenue Share by the 7th day of the following month. Late payment carries interest at 9% per annum as provided in the Agreement. Arrears outstanding beyond 30 days shall be recovered from the PBG under Clause 11. Arrears for two consecutive months, or delay beyond the 7th day in three months of any twelve, is a Critical Breach.

10.3 **Revenue reporting.** The SI shall give the Client real-time read-only access to billing and collection data, a monthly revenue statement by the 5th Working Day, and a half-yearly certificate of Gross Revenue from its statutory auditor within 30 days of the half-year end.

10.4 **Under-reporting.** If an audit shows Gross Revenue under-reported by more than [2]% for any period, the SI shall pay the shortfall, interest at 9% per annum, and a penalty of [100]% of the shortfall, and shall bear the audit cost. Under-reporting above [5]% is a Critical Breach.

10.5 The penalty components under this Clause are within the Combined Ceiling in Clause 8.5. Refunds, Revenue Share, interest and shortfall amounts are restitution of money due and are outside it.

11. RECOVERY OF PENALTIES; PERFORMANCE BANK GUARANTEE

11.1 **Quarterly SLA Statement.** The SI shall deliver the consolidated quarterly SLA report with its own score computation by the 10th Working Day after each Quarter. The Client shall issue the Quarterly SLA Statement and Penalty Notice within [20] Working Days of receipt. The SI may dispute any item in writing within 7 Working Days, with evidence.

11.2 **Payment.** Undisputed amounts are payable within 15 days of the Penalty Notice into the account or government receipt portal the Client designates. Time is of the essence.

11.3 **Disputed amounts.** The disputed portion is decided under Clause 15.6. If unresolved after 30 days, the Client may recover it from the PBG, and shall refund any amount later found not due, without interest.

11.4 **Invocation.** If any amount due under this SLA or the Agreement (SLA Penalties, LD, damages, Revenue Share arrears, interest or refunds) is unpaid on its due date, the Client may invoke the PBG in whole or in part, any number of times, by written demand, without the SI's

consent. The PBG is an unconditional, first-demand guarantee; the Client's decision on the amount is final. Invocation is not a waiver, and does not discharge the SI.

11.5 **Replenishment.** Within 15 days of any invocation the SI shall restore the PBG to the Base PBG Amount and keep its validity as required by Schedule 5. Failure to restore it within 30 days is a Critical Breach, and until it is restored the Client may withhold approval of new Modules and onboarding.

11.6 **Amount and validity.** The Base PBG Amount, validity, review and reduction are set out in Schedule 5.

11.7 **Forfeiture.** On termination for SI default, on a Critical Breach, on delay of Final Go-Live beyond twelve (12) weeks, or on failure to restore the PBG, the Client may forfeit the whole remaining PBG as agreed compensation for loss (including re-procurement, transition and loss of Revenue Share), without prejudice to other remedies. Sums forfeited are credited against any damages later claimed, and count towards the Combined Ceiling in Clause 8.5.

11.8 **Return.** On expiry the balance of the PBG is returned after deducting all dues, on completion of exit management and the period in Schedule 5.

11.9 **No double recovery.** Recovery from the PBG is in addition to the Client's other remedies, but the same loss is not recovered twice.

12. STABILISATION PERIOD

12.1 For each Module there is a Stabilisation Period of one (1) Quarter from its Commercial Go-Live Date. During it, Service Levels are measured and reported, but no penalty arises under Clause 5.1 or Clause 8.2, except as in Clause 12.2. The aggregate Stabilisation Period shall not extend beyond [two (2)] Quarters after Final Go-Live.

12.2 The following apply from the first day regardless: Clause 9 damages; fixed penalty F1 for any S1 Incident unresolved after twice the resolution time; any loss or corruption of data; and Clause 10 (Concession Compliance).

12.3 Stabilisation Period data is used to validate thresholds under Clause 17.2.

13. REPEATED FAILURE, ESCALATION, STEP-IN AND TERMINATION

13.1 **Escalation ladder.**

Stage	Trigger	Action
Advisory notice	Score 80 – 89.9	Written advisory to the SI.
CAP	Score 70 – 79.9 or below, or a parameter at Breach in two consecutive months	CAP under Clause 5.3.
Show Cause Notice	Score below 60	SI replies within 15 days.
Director General review	Score below 60 in two consecutive Quarters	Binding corrective plan (Clause 5.2).
Enhanced monitoring	Score below 50, or the cap reached	Monitoring at the SI's cost.

Stage	Trigger	Action
Resource replacement	Same breach in three consecutive months	Mandatory replacement of the responsible resource, with a rectification plan.
Step-in or termination	Critical Breach (Clause 13.3)	Notice under the Agreement; step-in (13.4) or termination.

13.2 **Repeat breaches.** (a) Same breach in three consecutive months: mandatory replacement of the responsible resource. (b) SLA Penalties reaching the cap in two consecutive Quarters: breach of the Agreement, and the Client may commence termination proceedings.

13.3 **Critical Breach.** Each of these is a Critical Breach: (a) a score below 50 in two consecutive Quarters; (b) SLA Penalties at the cap in two consecutive Quarters; (c) the events in Clause 9.3; (d) the Revenue Share and under-reporting events in Clauses 10.2 and 10.4; (e) failure to restore the PBG under Clause 11.5. On a Critical Breach the Client may give notice requiring cure within 30 days as provided in the Agreement, and if not cured may step in or terminate.

13.4 **Step-in.** On a Critical Breach, or where security or continuity of service is at risk, the Client or its nominee may take over operation of the affected Module(s) for up to [six (6)] months, at the SI's risk and cost. The SI shall give access, credentials, data and documentation. Step-in costs are recoverable from the PBG. Step-in does not relieve the SI of its obligations.

13.5 **On termination.** The PBG is dealt with under Clause 11.7, accrued penalties remain payable, and this SLA continues to apply during the exit management period.

14. UPTIME AND DOWNTIME RULES

14.1 Scheduled uptime is 24×7 for all Modules and for the primary and DR environments. Availability is calculated as in Schedule 2.

14.2 **Planned maintenance** is limited to four (4) hours a month, within the window [Saturday 22:00 to Sunday 04:00 IST], with the Client's written approval at least 7 days before and notice to users at least 72 hours before. Maintenance beyond this is Downtime.

14.3 **Automatic failover** of up to 30 minutes per Incident is excluded from Downtime if RPO and RTO are met, and not more than [two (2)] such events a Quarter are excluded.

14.4 **Measurement.** Downtime runs from the earlier of automatic detection by the SLA Monitoring Tool and ticket logging, until restoration confirmed by the tool.

14.5 **Degradation.** If a critical function is unavailable, or response exceeds [10] seconds, that function is Downtime.

14.6 **Emergency maintenance** counts as Downtime, unless the Client approves it in writing as emergency security patching of not more than [2] hours.

15. MONITORING, AUDIT AND REPORTING

15.1 **SLA Monitoring Tool.** Before Final Go-Live the SI shall deploy, and the Client shall approve, an automated web-based tool measuring every Service Level in real time. It shall keep

tamper-evident logs, give the Client read-only access, and be integrated with the helpdesk, monitoring and billing systems. It is the source of record for measurement.

15.2 **PMIS.** The SI shall use the PMIS for project and SLA tracking.

15.3 **Reports.** The SI shall deliver a monthly SLA report by the 5th Working Day (contents in Schedule 6) and a consolidated quarterly report with the score computation by the 10th Working Day after the Quarter.

15.4 **Audit.** The Client may appoint third-party auditors, including CERT-In-empanelled and STQC auditors. The SI shall bear the cost of the annual SLA and security audit; the Client bears the cost of additional audits unless they find non-compliance, in which case the SI bears it.

15.5 **Access.** The Client and its auditors may access the tool, logs, data and environments on reasonable notice. SLA logs are retained for [three (3)] years after the Concession Period.

15.6 **Disputed measurement.** A dispute on any measurement is referred to an independent auditor appointed by the Client. Pending decision, the Client's computation applies.

15.7 **Sampling and surveys.** CAS 2.0 accuracy (P11) is tested quarterly on a sample set by the Client or its auditor. User satisfaction (P18) and training results (P25) are surveyed and administered by the Client on forms approved by it.

16. CLIENT DEPENDENCIES AND EXCLUSIONS

16.1 No Service Level is breached, and no penalty applies, to the extent a failure is directly caused by:

(a) Force Majeure as defined in the Agreement;

(b) a Client default or delay, including approvals not given within [10] Working Days or unavailability of Client-owned systems or APIs (E-Exam, E-Samudra, INDoS), where the SI gave notice and used reasonable workarounds;

(c) an approved change in scope pending revised Service Levels;

(d) faults at MTI premises outside the SI's control, such as local connectivity and devices; or

(e) planned maintenance conforming to Clause 14.2.

16.2 **Claiming relief.** The SI shall notify the Client within 24 hours of becoming aware and claim relief with evidence within 5 Working Days. The Client shall decide reasonably.

16.3 **Client obligations.** The Client shall nominate a Nodal Officer; give approvals within [10] Working Days; make its systems and APIs available; and provide data and access reasonably needed. Client dependencies are logged in the monthly report.

16.4 Failures of sub-contractors, OEMs or the cloud provider are not exclusions.

17. SLA CHANGE CONTROL, BASELINING AND REVIEW

17.1 The SLA is reviewed annually. Changes take effect only by written amendment signed by both Parties, and Change Requests are subject to Clause 17.5.

17.2 **Baseline validation.** After the first two full Quarters after stabilisation, the Parties shall review thresholds against actual data and may re-set them by mutual agreement, effective from the next Quarter and without retrospective penalty.

17.3 **Continuous improvement.** Each year the Client may require a Target to be improved by up to [5]% of the gap between the current Target and 100%.

17.4 **New services.** Service Levels for Modules or services added later are fixed by change control, subject to Clause 17.5, and apply from the end of that Module's Stabilisation Period.

17.5 Limits on Change Requests

(a) The Service Integrator (SI) may propose Change Requests from time to time, subject to prior written approval of the Client (DGMA). Any such Change Request, if approved by the Client, shall be implemented by the SI entirely at its own cost and expense, without any additional financial liability on the Client.

(b) The Client (DGMA) may also raise Change Requests during the Concession Period, which the SI shall be obligated to implement at its own cost and expense, provided that the aggregate value of all such Client-initiated Change Requests shall not exceed twenty per cent (20%) of the Estimated Concession Value (ECV) over the entire Concession Period.

(c) No Change Request, whether initiated by the SI or the Client, shall entitle the SI to claim any additional payment, compensation or reimbursement from the Client. The SI shall not recover any cost or expenditure incurred towards implementation of any Change Request, whether directly or indirectly, through User Charges or any other charges levied on users.

(d) Every Change Request shall be raised or communicated in writing, clearly specifying the proposed modifications, scope, justification and estimated effort involved. No Change Request shall be undertaken without prior written approval of the Client. In the case of Client-initiated Change Requests, the SI shall furnish the necessary implementation plan and effort assessment, without any additional cost to the Client.

(e) The following activities shall not be treated as Change Requests for the purpose of this Clause and shall be undertaken by the SI at its own cost and expense as part of its existing contractual obligations:

(i) Any activity, modification or enhancement falling within the original scope of the seven (7) Components;

(ii) Correction of defects, errors, bugs, deficiencies or non-conformities in the Services or Components;

(iii) Changes required to ensure compliance with applicable laws, rules, regulations, government policies or statutory requirements; and

(iv) Security fixes, patches, updates and modifications required to maintain the security, integrity and performance of the Systems.

(f) The Service Levels, performance obligations and applicable penalties under this SLA shall continue to remain in force during and after the implementation of any Change Request. The implementation of a Change Request shall not, by itself, constitute grounds for any relaxation, exclusion or waiver of the SI's contractual obligations or applicable penalties, except where expressly approved by the Client in accordance with Clause 16 of this SLA.

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18. GOVERNANCE AND ESCALATION MATRIX

18.1 The SI shall appoint a dedicated **SLA Compliance Manager**. The Nodal Officer and the SLA Compliance Manager hold a monthly operations review. A Quarterly SLA Review Committee chaired by [Joint Secretary / Director, DGS] reviews scores and penalties.

18.2 Escalation.

Level	Client	SI	Timeline
Level 1	Nodal Officer	SLA Compliance Manager	5 Working Days
Level 2	Director General / designated officer	Head of the SI / authorised signatory	10 Working Days
Level 3	Dispute resolution as per the Agreement	Dispute resolution as per the Agreement	As per the Agreement

19. GENERAL PROVISIONS

19.1 **Precedence.** If this SLA conflicts with the Agreement, the Agreement prevails.

19.2 **Sub-contractors.** The SI shall ensure back-to-back SLAs with its sub-contractors.

19.3 **Remedies.** SLA remedies are in addition to, and not in substitution for, the Client's other rights under the Agreement and law. There is no double recovery.

19.4 **Waiver.** A waiver of any penalty is effective only in writing signed by the Client.

19.5 **Severability.** If a provision is held unenforceable, the rest remains in force.

19.6 **Governing law and jurisdiction.** Indian law governs. Subject to the dispute resolution provisions of the Agreement, the courts at Mumbai, Maharashtra have exclusive jurisdiction.

20. DURATION AND SURVIVAL

20.1 This SLA takes effect on the Effective Date of the Agreement and continues for the Concession Period, including any extension and the exit management period.

20.2 Clauses 8, 9, 10, 11, 13.5 and 19 survive expiry or termination as regards accrued rights.

IN WITNESS WHEREOF the Parties have executed this SLA on the date first written above.

For and on behalf of the Client	For and on behalf of the System Integrator
Name: Designation: Signature: Date: Seal:	Name: Designation: Signature: Date: Seal:
Witness 1: Name and address: Signature:	Witness 2: Name and address: Signature:

SCHEDULE 1 – SEVERITY CLASSIFICATION

The Client, acting reasonably, assigns the severity of an Incident. The SI may propose a different level with reasons; pending decision the higher level applies.

Severity	Description (illustrative)	Response	Resolution
S1 – Critical	Complete outage or severe degradation of the platform or a Core Module for all or most users; failure of DC or DR; any Security Breach or data-integrity compromise; failure of assessment or attendance capture affecting [25]% or more of MTIs or any CoC-linked examination session.	30 minutes	2 hours
S2 – High	Partial outage of a Core Module, or full outage of another Module, affecting multiple MTIs with no workaround; failure of integration with INDoS, E-Exam or E-Samudra.	1 hour	4 hours
S3 – Medium	Degraded function with a workaround, or affecting limited users.	8 hours	12 hours
S4 – Low	Minor, cosmetic or advisory issue; how-to queries.	3 Working Days	5 Working Days

SCHEDULE 2 – AVAILABILITY CALCULATION

Formula. Availability (%) = [(Total minutes in the month − Planned maintenance minutes − Downtime minutes) ÷ (Total minutes in the month − Planned maintenance minutes)] × 100.

Allowed Downtime for a 30-day month. Total minutes = 43,200. With the maximum 240 minutes of planned maintenance, the measured base is 42,960 minutes.

Availability level	Allowed Downtime (minutes)	Allowed Downtime (hours)	Relevant to
99.5%	214.8	about 3 h 35 min	Target for P1, P2, P19
99.0%	429.6	about 7 h 10 min	Target for P3
98.0%	859.2	about 14 h 19 min	Lower limit for P1, P2, P19
97.0%	1,288.8	about 21 h 29 min	Lower limit for P3

Example 1. Downtime of 180 minutes: (43,200 − 240 − 180) ÷ (43,200 − 240) = 42,780 ÷ 42,960 = **99.58%**, so the Target level (P2) is met.

Example 2. Downtime of 600 minutes: (43,200 − 240 − 600) ÷ (43,200 − 240) = 42,360 ÷ 42,960 = **98.60%**, so the Lower level (+2.5) applies.

SCHEDULE 3 – WORKED EXAMPLE: SLA SCORE AND PENALTY

Illustrative only. Assumes 26 applicable parameters (9 in Tier A, 9 in Tier B, 8 in Tier C), so the maximum is 5 × 26 = 130 points.

Tier	Number	At Target	At Lower	At Breach	Points
Tier A	9	6	2	1	(6 × 5) + (2 × 2.5) − 3 = 32
Tier B	9	6	2	1	(6 × 5) + (2 × 2) − 2 = 32
Tier C	8	5	1	2	(5 × 5) + (1 × 1) − 2 = 24
Total	**26**	**17**	**5**	**4**	**88**

Step 1 – Score. (88 ÷ 130) × 100 = **67.7**, which falls in the 60 – 69.9 band: 1.5% of the Penalty Base plus CAP.

Step 2 – Penalty Base. Actual Gross Revenue for the Quarter is ₹3,20,00,000. The floor is 60% × ₹3,50,00,000 = ₹2,10,00,000. The higher, **₹3,20,00,000**, is the Penalty Base.

Step 3 – Score penalty. 1.5% × ₹3,20,00,000 = **₹4,80,000**.

Step 4 – Fixed penalties. S1 Incident resolved 2 hours late: ₹10,000 + 2 × ₹5,000 = ₹20,000. Second S1 Incident resolved 1 hour late: ₹10,000 + ₹5,000 = ₹15,000. S2 Incident resolved 1 hour late: ₹5,000 + ₹2,500 = ₹7,500. One monthly report late: ₹10,000. Total **₹52,500**.

Step 5 – SLA Penalties. ₹4,80,000 + ₹52,500 = **₹5,32,500**.

Step 6 – Cap check. 5% × ₹3,20,00,000 = ₹16,00,000. The total is within the quarterly cap, and the Combined Ceiling in Clause 8.5 is checked separately.

Step 7 – Recovery. If unpaid 15 days after the Penalty Notice, the Client invokes the PBG for ₹5,32,500, leaving ₹3,44,67,500 from an assumed ₹3,50,00,000. The SI restores the PBG to ₹3,50,00,000 within 15 days.

SCHEDULE 4 – IMPLEMENTATION MILESTONES AND LIQUIDATED DAMAGES

Timelines run from the Effective Date and are indicative; they are to be conformed to the final Terms of Reference.

Ref	Milestone	Timeline	Evidence of completion
M1	Kick-off and mobilisation of Key Experts; project plan; plan for PMIS and the SLA Monitoring Tool	T + 1 month	Client's acceptance of plan; Key Expert deployment record
M2	Functional and System Requirement Specifications submitted and approved	T + 2 months	Client's written approval
M3	Cloud environment on MeitY-approved infrastructure; security architecture; integration design with E-Exam, E-Samudra, INDoS and MTI modules approved	T + 3 months	Client's approval of design documents
M4	Core Modules ready for UAT: LMS, FDP and CAS 2.0	T + 6 months	UAT entry report
M5	Remaining Modules ready for UAT: Digital TAR Book, WBS, OMCV and XR	T + 9 months	UAT entry report
M6	Third-party security audit and VAPT closure; DPDP compliance controls; SLA Monitoring Tool and billing and collection systems approved	T + 10 months	Audit closure report; Client's approval
M7	User training and capacity building completed per plan; pilot with selected MTIs and vessels	T + 11 months	Training records; pilot report
M8	Final Go-Live of the entire Training Eco-System	T + 12 months	Client's written Go-Live certificate

LD rates. A grace period of four (4) weeks applies to every milestone. LD are charged per completed week or part thereof beyond the grace period.

Milestone	Weeks 5 to 8 of delay	Weeks 9 to 12 of delay
M1 to M7	₹[1,00,000] per week	₹[1,00,000] per week
M8 – Final Go-Live	₹[2,00,000] per week	₹[4,00,000] per week

Beyond twelve (12) weeks of delay (Inordinate Delay), Clause 6.3 applies. Aggregate LD are capped at 5% of the ECV, or 10% where there is Inordinate Delay (Clause 6.2), and count towards the Combined Ceiling in Clause 8.5. [Optional: LD charged for an earlier milestone are refunded if Final Go-Live is achieved on its due date.]

SCHEDULE 5 – PERFORMANCE BANK GUARANTEE SCHEDULE

Item	Provision
Base PBG Amount	15 lakhs
Basis	Rule 171(i) of the General Financial Rules, 2017, as amended: Performance Security of three to five per cent (3–5%) of contract value for consultancy and non-consultancy services. 5% is the upper end of that range. [Percentage subject to confirmation by the Finance Wing.]
Submission	Before signing the Agreement and within the period stated in the Letter of Award.
Form	Bank guarantee from a scheduled commercial bank in the Annexure VI format as amended: unconditional, payable on first demand, with the Client's decision final, allowing repeated partial invocation, and with the guaranteed sum not reduced by partial invocation until replenished.
Validity	Until sixty (60) days beyond completion of all contractual obligations of the SI, including exit management, in line with Rule 171 of GFR 2017. While any obligation or dues remain outstanding, the SI shall renew at least [30] days before expiry, failing which the Client may invoke the full amount.
Reduction	None during Phase I and the first three years of the Concession Period. [Optional: from Year 4 the PBG may be reduced to [80]% of the Base PBG Amount if the Quarterly SLA Score was 80 or above in the preceding four Quarters and no dues are outstanding.]
Return	On expiry and completion of exit, the balance is returned after deducting all dues (Clause 11.8).

Invocation protocol

Trigger	PBG action	Timing
SLA Penalty, LD or damages unpaid after the Penalty Notice	Partial invocation for the unpaid amount	After 15 days
Revenue Share arrears beyond 30 days	Partial invocation for arrears plus interest	Day 31 onwards
Refund or under-reporting amounts unpaid	Partial invocation for the amount due	After 15 days of demand
PBG not restored after invocation	Critical Breach; approval of new Modules withheld	Restore within 15 days; breach after 30 days
Termination for SI default or Critical Breach	Forfeiture of the whole remaining PBG	On termination notice
Final Go-Live delayed beyond 12 weeks	Forfeiture of the whole PBG and right to terminate	On expiry of the 12th week

SCHEDULE 6 – MONTHLY SLA REPORT CONTENTS

The monthly SLA report shall contain at least:

- Measured value, target and level achieved for every parameter in Clause 7, with the underlying data extract.
- Downtime log with start and end times, cause and RCA reference, and the Downtime calculation for each Module.
- Incident register by severity, with response and resolution times and ageing of open Incidents.
- Helpdesk statistics: calls, tickets, abandonment, and top recurring issues.
- Capacity and peak-concurrency statistics.
- Security events, VAPT and vulnerability status, and the status of certifications (ISO 9001, ISO 27001, CMMI Level 3, STQC).
- Backup success log and DR drill and replication results.
- CAS 2.0 metrics: attendance volumes, FRR and FAR sample results, alerts raised.
- Module usage: learners, enrolments, assessments, verifications, simulator sessions, XR sessions.
- Billing and collections summary, refunds, and the Revenue Share computation for the month.
- Client dependency log and any claimed relief under Clause 16.
- Status of CAPs, Key Expert deployment, releases and changes, and planned maintenance in the coming month.