

RFP for Selection of SI for ERP development of Seamen's Provident Fund Organization (SPFO)
& Seafarer's Welfare Fund Society (SWFS)



नौवहन महानिदेशालय, मुंबई
DIRECTORATE GENERAL OF SHIPPING, MUMBAI

QUALITY & COST BASED SELECTION (QCBS)
(Using E-Procurement mode on Central Public Procurement Portal)

Request for Proposals (RFP)
for
Selection of System Integrator for Complete ERP development of
Seamen's Provident Fund Organization (SPFO) &
Seafarer's Welfare Fund Society (SWFS), under
the Ministry of Ports, Shipping and Waterways (MoPSW), Govt. of India

Tender Ref. No.: SWFS&SPFO-ERP/2024

Date of Issue: 03/09/2025

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

E-Mail: dgship-dgs[at]nic[dot]in
Tel. No.: 91-22-25752040/41/42/43/45
(From 9:30 A.M. to 6:00 P.M.)

RFP for Selection of SI for ERP development of Seamen's Provident Fund Organization (SPFO) & Seafarer's Welfare Fund Society (SWFS)

Key information at a glance

Sl. No	Item	Description
1.	Tender Ref. No.	SWFS&SPFO-ERP/2024
2.	Tender Title	Selection of System Integrator for Complete ERP development of Seamen's Provident Fund Organization & Seafarer's Welfare Fund Society, under the Ministry of Ports, Shipping and Waterways (MoPSW), Govt. of India
3.	Cost of Request for Proposals	Request for Proposals can be downloaded free of cost from the following websites: https://eprocure.gov.in/eprocure/app https://www.dgshipping.gov.in/Content/TenderNotices.aspx
4.	Date of Tender Publishing	03/09/2025; 18:05 Hrs.
5.	Seek Clarification start date	04/09/2025;10:00 Hrs.
6.	Seek clarification end date	16/09/2025; 18:00 Hrs.
7.	Date and time of Pre-Proposal Meeting	16/09/2025; 11:00 Hrs.
8.	Start date and time for Submission of Proposals (Technical + Financial Proposals)	19/09/2025; 12:00 Hrs.
9.	Last date and time for Submission of Proposals (Technical + Financial Proposals)	06/10/2025; 16:00 Hrs.
10.	Date and time of opening of Technical Proposals	07/10/2025; 16:00 Hrs.
11.	Help Desk No. (For E -Procurement)	E-Mail: dgship-dgs[at]nic[dot]in Tel. No.: 91-22-25752040/41/42/43/45 Primary Custodian number: 9920637128

		eProcurement Helpdesk no.s (New Delhi) 0120-4200462, 0120-4001002, 0120-4001005
12.	Link for accessing training schedule regarding use of e-procurement portal by Bidders may be found at:	https://eprocure.gov.in/cppp/trainingdisp
13.	Authority to be contacted in case of any clarification / request for entry permission for physical visit	Name: - Capt. Nitin Mukesh Designation: Dy. Nautical Advisor Email: - n.mukesh@gov.in

1 Contents

2	SECTION I – LETTER OF INVITATION	11
3	SECTION II – INSTRUCTIONS TO BIDDERS (ITB)	12
4	GENERAL	12
4.1	INTRODUCTION	12
4.2	LANGUAGE OF PROPOSALS	12
4.3	CODE OF INTEGRITY	12
4.4	ELIGIBILITY	13
4.5	CLARIFICATION SUBMISSION	14
4.6	ONLINE PROPOSAL SUBMISSION PROCESS	14
5	REQUEST FOR PROPOSALS	14
5.1	CONTENTS OF REQUEST FOR PROPOSALS	14
5.2	CLARIFICATION OF REQUEST FOR PROPOSALS	15
5.3	PRE-PROPOSAL MEETING	16
5.4	AMENDMENTS TO REQUEST FOR PROPOSALS	16
6	PREPARATION OF PROPOSALS	17
6.1	DOCUMENTS COMPRISING PROPOSAL	17
6.2	PERIOD OF VALIDITY OF PROPOSALS	19
6.3	FORMAT AND SIGNING OF PROPOSALS	19
6.3.1	<i>Preparation of Bids</i>	19
7	SUBMISSION AND OPENING OF PROPOSALS	20
7.1	INSTRUCTIONS FOR ONLINE PROPOSAL SUBMISSION	20
7.1.1	<i>REGISTRATION</i>	20
7.1.2	<i>SEARCHING FOR TENDER DOCUMENTS</i>	20
7.1.3	<i>PREPARATION OF PROPOSALS</i>	21
7.2	SUBMISSION OF PROPOSALS	22
7.3	ASSISTANCE TO BIDDERS	23
7.4	SUBMISSION OF PROPOSALS	23
7.5	DEADLINE FOR SUBMISSION OF PROPOSALS	23
7.6	LATE PROPOSALS	24
7.7	OPENING OF PROPOSALS	24
8	EVALUATION AND COMPARISON OF PROPOSALS	24

8.1 CONFIDENTIALITY	24
8.2 PRELIMINARY EXAMINATION OF PROPOSALS	24
8.3 IMMATERIAL NON-CONFORMITIES	25
8.4 DETERMINATION OF RESPONSIVENESS	25
8.5 NON-CONFORMITIES, ERRORS AND OMISSIONS	26
8.6 EVALUATION OF PROPOSALS	27
8.7 RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL PROPOSALS	27
9 AWARD OF CONTRACT	28
9.1 AWARD CRITERIA	28
9.2 NOTIFICATION OF AWARD	28
9.3 SIGNING OF CONTRACT	28
10 SECTION III – DATA SHEET	29
11 SECTION IV – GENERAL CONDITIONS OF CONTRACT (GCC)	30
11.1.1 <i>General Provisions</i>	30
11.1.2 <i>3. Obligations of the Bidder</i>	35
11.1.3 <i>5. Obligations of the Client</i>	38
11.1.4 <i>6. Payments</i>	39
1. <i>Settlement of Disputes</i>	41
2. <i>Good Faith</i>	41
3. <i>Limitation of Liability</i>	41
4. <i>Indemnity</i>	41
12 SECTION V – SPECIAL CONDITIONS OF CONTRACT (SCC)	43
13 APPOINTMENT OF SYSTEM INTEGRATOR	45
13.1 TECHNICAL EVALUATION CRITERIA	45
13.2 FINANCIAL BID EVALUATION CRITERIA	45
13.3 COMBINED EVALUATION OF TECHNICAL & FINANCIAL BIDS	46
13.4 THE COMPOSITE SCORE OF THE BIDDERS FOR THE BID SHALL BE WORKED OUT AS UNDER:	46
13.5 RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL PROPOSAL(S)	47
13.6 NOTIFICATION OF AWARD	47
13.7 CONTRACT FINALIZATION AND AWARD	47
13.8 PERFORMANCE BANK GUARANTEE	47
13.9 SIGNING OF CONTRACT	48
13.10 FAILURE TO AGREE WITH THE TERMS AND CONDITIONS OF THE RFP	48

14 REJECTION CRITERIA	48
14.1 GENERAL REJECTION CRITERIA	48
14.2 TECHNICAL REJECTION CRITERIA	49
14.3 COMMERCIAL REJECTION CRITERIA	50
15 SECTION VI – TERMS OF REFERENCE FOR SPFO	52
15.1 ORGANIZATIONAL BACKGROUND OF DGS	52
15.2 ORGANIZATIONAL BACKGROUND OF SEAMEN’S PROVIDENT FUND ORGANIZATION (SPFO)	52
15.3 PURPOSE / OBJECTIVES	53
15.4 SCOPE OF WORK FOR SPFO	54
15.4.1 <i>Existing IT System</i>	54
15.4.2 <i>Envisaged Project</i>	54
15.4.3 <i>Objectives of Software & Related Services</i>	55
15.4.4 <i>Key Stakeholders</i>	55
15.4.5 <i>Project Scope</i>	55
15.4.6 <i>Technology</i>	56
15.4.7 <i>List of Software Modules</i>	56
15.4.8 <i>Module Details</i>	56
15.4.9 <i>Proposed Approach & Methodology</i>	64
15.4.10 <i>Broad Scope</i>	64
15.4.11 <i>Expected Project Timeline</i>	71
15.4.12 <i>Deliverables</i>	72
15.4.13 <i>Technology</i>	74
15.4.14 <i>Third-Party Proprietary Tools</i>	74
15.4.15 <i>Solution Architecture</i>	75
15.4.16 <i>Technical Architecture</i>	75
15.4.17 <i>Application Hosting Infrastructure</i>	75
15.4.18 <i>Recommended Configuration at DC</i>	76
15.4.19 <i>Recommended Configuration at DR</i>	76
15.4.20 <i>Roles and Responsibilities</i>	76
15.5 PAYMENT SCHEDULE	78
15.5.1 <i>Terms of payment</i>	79
15.5.2 <i>Invoicing and settlement</i>	80
15.5.3 <i>Taxes</i>	80

15.5.4	<i>Adherence to Deliverables</i>	81
16	SECTION VII – TERMS OF REFERENCE FOR SWFS	82
16.1	ORGANIZATIONAL BACKGROUND OF DGS	82
16.2	ORGANIZATIONAL BACKGROUND OF SEAFARER’S WELFARE FUND SOCIETY (SWFS)	82
16.3	SCOPE OF WORK FOR SWFS	84
16.3.1	<i>Existing IT Systems</i>	84
16.3.2	<i>Envisaged Project</i>	84
16.3.3	<i>Objectives of Software & Related Services</i>	85
16.3.4	<i>Key Stakeholders</i>	85
16.3.5	<i>Project Scope</i>	86
16.3.6	<i>List of Software Modules</i>	87
16.3.7	<i>Module Details</i>	87
16.3.8	<i>Integrations</i>	91
16.3.9	<i>Data Migration</i>	92
16.3.10	<i>Non-Functional Requirements</i>	92
16.4	PROPOSED APPROACH & METHODOLOGY	93
16.4.1	<i>Broad Scope</i>	94
16.4.2	<i>Requirement Study</i>	95
16.4.3	<i>Design</i>	95
16.4.4	<i>Development</i>	95
16.4.5	<i>Testing</i>	95
16.4.6	<i>User Acceptance Testing (UAT) & Go-Live</i>	96
16.4.7	<i>Software Installation & User Configuration</i>	96
16.4.8	<i>Training</i>	96
16.4.9	<i>Security Audit</i>	96
16.4.10	<i>Operations & Maintenance Support</i>	97
16.4.11	<i>Adherence to Standards</i>	98
16.4.12	<i>Security, Integrity & Confidentiality</i>	99
16.4.13	<i>Exit Plan</i>	100
16.4.14	<i>Project Documentation</i>	100
16.4.15	<i>Expected Project Timeline</i>	101
16.4.16	<i>Deliverables</i>	102
16.4.17	<i>Technology</i>	103

16.4.18	<i>Third-Party Proprietary Tools</i>	103
16.4.19	<i>Solution Architecture</i>	104
16.4.20	<i>Technical Architecture</i>	104
16.4.21	<i>Application Hosting Infrastructure</i>	104
16.4.22	<i>Roles and Responsibilities</i>	105
16.5	PAYMENT SCHEDULE	106
16.5.1	<i>Terms of payment</i>	108
16.5.2	<i>Invoicing and settlement</i>	109
16.5.3	<i>Taxes</i>	109
16.5.4	<i>Adherence to Deliverables</i>	110
17	SECTION VIII – EVALUATION CRITERIA	111
17.1	ASSESSMENT OF ELIGIBILITY	112
17.2	TECHNICAL EVALUATION CRITERIA	114
17.3	TECHNICAL EVALUATION CRITERIA	114
17.4	TECHNICAL EVALUATION PROCESS	117
17.4.1	<i>Financial bid Evaluation Criteria</i>	117
17.4.2	<i>Combined Evaluation of Technical & Financial Bids</i>	118
17.4.3	<i>Composite score of the Bidders for the bid shall be worked out as under:</i>	118
18	SECTION IX – ANNEXURE L – BIDDING FORMS	119
18.1	TECH FORM 1: LETTER OF PROPOSAL	119
18.2	TECH FORM 2: TECHNICAL BID - COVERING LETTER	121
18.3	TECH FORM 3: CHECKLIST OF DOCUMENTS COMPRISING TECHNICAL PROPOSAL	124
18.4	TECH FORM 4: PARTICULARS OF THE BIDDER	125
18.5	TECH FORM 5: FINANCIAL CAPABILITY	126
18.6	TECH FORM 6: CERTIFICATE FROM HR DEMONSTRATING ITS ORGANIZATION STRENGTH	127
18.7	TECH FORM 7: TECHNICAL SOLUTION (SUBMIT SEPARATE PROPOSED TECHNICAL SOLUTION FOR EACH ENTITY)	128
18.8	TECH FORM 8: APPROACH & METHODOLOGY (SUBMIT SEPARATE APPROACH AND METHODOLOGY FOR EACH ENTITY)	129
18.9	TECH FORM 9: PROJECT PLAN (SUBMIT SEPARATE PROJECT PLAN FOR EACH ENTITY)	130
18.10	TECH FORM 10: FORMAT OF DEPLOYMENT OF PERSONNEL (SUBMIT SEPARATE DEPLOYMENT OF PERSONNEL FOR EACH ENTITY)	131
18.11	TECH FORM 11: DETAILS OF EXPERIENCE OF BIDDER IN VARIOUS PROJECTS (SUBMIT SEPARATE PROJECT EXPERIENCE DETAILS FOR EACH ENTITY)	132
18.12	TECH FORM 12: LIST OF SUB-CONTRACTORS AND OEMS AND THEIR DETAILS (SUBMIT SEPARATE LIST OF SUB-CONTRACTORS AND OEMS FOR EACH ENTITY)	133

18.13	TECH FORM 13: DETAILS OF INELIGIBILITY FOR CORRUPT OR FRAUDULENT PRACTICES / BLACKLISTED WITH ANY OF THE GOVERNMENT OR PUBLIC SECTOR UNITS	134
18.14	TECH FORM 14: BANK GUARANTEE FOR EARNEST MONEY DEPOSIT	135
18.15	TECH FORM 15: CERTIFICATE OF CONFORMITY/ NO DEVIATION	136
18.16	TECH FORM 16: FORMAT – DECLARATION FOR NO CONFLICT OF INTEREST	137
18.17	TECH FORM 17: COMPLIANCE SHEET FOR PRE-QUALIFICATION PROPOSAL	138
19	ANNEXURE – II FUNCTIONAL REQUIREMENTS SPECIFICATION OF SPFO	139
20	ANNEXURE – III FUNCTIONAL REQUIREMENTS SPECIFICATION OF SWFS	149
20.1	INTEGRATION	155
20.2	DATA MIGRATION	155
•	APPENDIX A – TERMS OF REFERENCE	157
•	APPENDIX B – BREAKDOWN OF PRICE	158
21	SECTION X – CONTRACT FORMS	159
A.	FORM OF CONTRACT	159
B.	LETTER OF ACCEPTANCE	161
C.	NON-DISCLOSURE AGREEMENT	162
D.	CONTRACT AGREEMENT	165
E.	SERVICE LEVEL AGREEMENT	172
F.	APPENDIX 1. CONTRACTOR’S REPRESENTATIVE	174
G.	APPENDIX 2. LIST OF APPROVED SUBCONTRACTORS (IF ANY)	175
H.	APPENDIX 3. REVISED PRICE SCHEDULES	176
I.	APPENDIX 4. MINUTES OF CONTRACT FINALIZATION DISCUSSIONS AND AGREED-TO CONTRACT AMENDMENTS	178

PART I

SECTION I, II, III, IV, V (Applicable for SPFO and SWFS)

2 SECTION I – LETTER OF INVITATION

RFP Reference No.: SWFS&SPFO-ERP/2024

Date: 03/09/2025

Tender Title: RFP for Selection of SI for ERP development of Seamen's Provident Fund Organization (SPFO) & Seafarer's Welfare Fund Society (SWFS)

The DGS invites online Proposals from eligible Bidders for Selection of System Integrator for Complete ERP development of Seamen's Provident Fund Organization & Seafarer's Welfare Fund Society, under the Ministry of Ports, Shipping and Waterways (MoPSW), Govt. of India.

1. More details pertaining to the scope of work may be seen under the Terms of Reference (Section VI).
2. The process of Quality & Cost Based Selection (QCBS) shall be followed for selection of suitable Bidder. The Bidding process shall be conducted in an online mode on the Central Public Procurement Portal (CPPP) which is publicly accessible using the following web address: <https://eprocure.gov.in/eprocure/app>. Bidders can download the Request for Proposals free of cost from this portal.
3. Interested Bidders must register on the e-procurement portal and upload their technical and financial proposals separately within the stipulated time and date i.e. 06/10/2025; 16:00 Hrs.
4. Detailed instructions regarding online submission of proposals may be seen under 4.
5. The Bidder is solely responsible for timely uploading of Proposals on the e-procurement portal. DGS shall not be liable for resolving any queries / issues raised on the day of Proposal submission.
6. Technical Proposals shall be opened online at 16:00 hours on 7th October 2025. Bidders can see the tender opening status by logging on to the e-procurement portal using their registered IDs.
7. Financial Proposals of only technically qualified Bidders shall be opened at a date which shall be pre-disclosed on the e-procurement portal.
8. DGS reserves the right to accept or reject any or all of the Proposals at any time during the Bidding process.

Deputy NA

3 SECTION II – INSTRUCTIONS TO BIDDERS (ITB)

4 GENERAL

4.1 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 DGS (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 (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 Proposal. Failure to provide required information or to comply with the instructions incorporated in this Request for Proposals may result in rejection of Proposals submitted by Bidders.
- d) The successful Bidder will be expected to complete the Services by the Intended Completion Date as provided in the Data Sheet and communicated in the services contract.

4.2 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.

4.3 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 175.

- b) In case of breach of the code of integrity by a Bidder or a prospective Bidder, the DGS, 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.

4.4 Eligibility

- a) This Request for Proposal is open to all Bidders eligible as described in the instructions to Bidders. DGS employees, Committee members, Board members and their relatives (Spouse or Children) are not eligible to participate in the tender. Bidders involved in corrupt and fraudulent practices or debarred from participating in Public Procurement by any state government or any procuring entity of the central government shall not be eligible.
- b) The specific eligibility conditions shall be as prescribed under the Data Sheet.
- c) EMD: Bid Security / Earnest Money Deposit of INR 20,00,000.00 (Rupees Twenty Lakhs Only) valid for 90 days in the form of Bank Guarantee (BG) from the date of submission of bid as mentioned in the Scope of Work.

The BG shall be drawn in favor of "Directorate General of Shipping Mumbai," and shall be payable at Mumbai.

- d) Exemption of EMD & Tender Fees: Registered MSME Units / Registered NSIC bidders will be exempted from payment of EMD & Tender Fees. In such cases, proof of exemption with valid supporting documents need to be submitted along with the technical bid to avail the exemption.

4.5 Clarification submission

The last date of submission of request for clarification is on 16/09/2025; 11:00 Hrs.

The Client's address for seeking clarification is:

Directorate General of Shipping, 9th Floor Beta Building,
i-Think Techno Campus, Kanjurmarg (East), Mumbai - 400 042 (India)
Tel. No. : 91-22-25752040/41/42/43/45
Fax. No. :91-22-25752029/35; Email: dgship-dgs[at]nic[dot]in

Name: - Capt. Nitin Mukesh

Designation: Dy. Nautical Advisor

Email: - n.mukesh@gov.in

4.6 Online Proposal Submission Process

The e-tender is available on CPPP portal, <https://eprocure.gov.in/eprocure/app> as mentioned in the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. More details regarding the online Proposal submission process may be found under Annexure-I attached to this Request for Proposals.

5 REQUEST FOR PROPOSALS

5.1 Contents of Request for Proposals

- a) The Request for Proposals include the following Sections, which should be read in conjunction with any amendment issued in accordance with ITB.
 - Section I - Letter of Invitation
 - Section II - Instructions to Bidders (ITB)
 - Section III - Data Sheet
 - Section IV – General Conditions of Contract

- Section V – Special Conditions of Contract
 - Section VI – Terms of Reference for SPFO
 - Section VII – Terms of Reference for SWFS
 - Section VIII – Evaluation Criteria
 - Section IX – Bidding Forms
 - Section X – Contract Forms
- b) Unless downloaded directly from the DGS website (<https://www.dgshipping.gov.in>) or the e-procurement portal <https://eprocure.gov.in/eprocure/app> as specified in the **Data Sheet**, Client shall not be responsible for the correctness of the Request for Proposals, responses to requests for clarification, the Minutes of the Pre-Proposal meeting, if any, or Amendment(s) to the Request for Proposals in accordance with ITB.
- c) Bidders are expected to examine all instructions, forms, terms, and specifications in the Request for Proposals and to furnish with its Proposal all information or documentation as is required by the Request for Proposals.

5.2 Clarification of Request for Proposals

- d) A Bidder requiring any clarification of the Request for Proposals shall contact the DGS in writing / email at the Client's address specified in the Data Sheet.
- e) The Client will respond in writing / email / through the e-procurement portal to any request for clarification, provided that such request is received prior to the deadline for submission of Proposals within a period specified in the Data Sheet. The Client shall also promptly publish brief description of the enquiry but without identifying its source and its response at its website or on the e-procurement portal.
- f) Should the clarification result in changes to the essential elements of the Request for Proposals, the Client shall amend the Request for Proposals following the procedure given under ITB.
- g) The queries should necessarily be submitted in the following format

S. No	RFP Document Reference (s) (Page Number and Section Number)	Content of RFP Requiring Clarification	Points of Clarification
1.			
2.			
3.			
4.			

5.			
----	--	--	--

- h) DGS shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarification after the indicated date and time may not be entertained by the DGS.
- i) Queries must be strictly submitted only in the prescribed format (.XLS/.XLSX). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity.

5.3 Pre-Proposal Meeting

- a) In order to provide response to any doubt regarding Request for Proposals, or to clarify issues, a pre-proposal meeting may be scheduled, as specified in the **Data Sheet**.
- b) During the Pre-Proposal meeting, the clarification sought by representatives of prospective Bidders shall be responded appropriately. However, they shall be asked to submit their written request by close of office the next day or by e-mail for electronic record thereof. The Client shall publish written response to such requests for clarifications, without identifying its source. In case required, amendment(s), in terms of ITB below shall be issued, which shall be binding on all prospective Bidders.
- c) However, the Client makes no representation or warranty as to the completeness or accuracy of any response made in good faith nor does the Client undertake to answer all the queries that have been posed by the bidders.

5.4 Amendments to Request for Proposals

- a) At any time prior to the deadline for submission of Proposals, the DGS may, for any reason deemed fit by it, amend or modify the Request for Proposals by issuing Amendment(s)/corrigendum.
- b) Such Amendment(s)/corrigendum will be published on DGS's website or on the e-procurement portal and the same shall be binding on all prospective Bidders.
- c) To provide prospective Bidders reasonable time for taking the corrigendum into account, DGS may, at its discretion, extend the last date for the receipt of Proposals. Notifications regarding extensions, corrigendum, will be published on the website mentioned in the tender schedule and there shall be no paper advertisement.
- d) Any Bidder who has downloaded the Request for Proposals should check the Amendment(s), if any, issued on the DGS website and on the e-procurement portal.

6 PREPARATION OF PROPOSALS

6.1 Documents Comprising Proposal

- a) Bidder's pre-qualification / eligibility submission shall comprise the documents listed under Section VIII and corresponding Data Sheet entry.
- b) Bidders are required to enroll on the e-Tendering website on the link provided in the Proposal Data sheet
- c) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- d) 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 e-Tendering Portal.
- e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- f) 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 DSCs to others which may lead to misuse.
- g) Bidder shall then log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
- h) The proposal should contain ATLEAST the following submission on the e-Tendering Portal. However, this is not an exhaustive list, bidder is expected to go through the tender and provide documents as necessary
- i) During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical as well as Commercial envelope. Once a bidder successfully completes the Bid Preparation stage (by generating the Hash Values), system won't allow him/her to make any further changes or modifications in the bid data.
- j) Pre-Qualification Bid: The list of Documents to be submitted as part of Pre-Qualification Bid is provided below.

Letter of Proposal	Please refer Tech Form 1
Prequalification compliance sheet	Tech Form 17: Compliance Sheet for Pre-Qualification Proposal

PQ 1	Supporting Documents
PQ2	Supporting Documents
PQ3	Supporting Documents
PQ4	Supporting Documents
...	

k) Technical Bid: The list of Documents to be submitted as part of Technical Bid is provided below.

Covering Letter – Technical Bid	Please refer Tech Form 2
Bidder Details	Please refer Tech Form 4
Financial Capabilities	Please refer Tech Form 5
Certificate from HR on Manpower Details	Please refer Tech Form 6
Technical Solution	Please refer Tech Form 7
Approach and Methodology	Please refer Tech Form 8
Project Plan and development	Please refer Tech Form 9
Deployment of Personnel	Please refer Tech Form 10
Details of Experience of Bidder in Various Projects	Please refer Tech Form 11
List of Sub-Contractors and OEMs and their details	Please refer Tech Form 12
Black-listing Certificate	Please refer Tech Form 13
Bank Guarantee for Earnest Money Deposit	Please refer Tech Form 14
Certificate of Conformity / No Deviation	Please refer Tech Form 16
Declaration for No Conflict of Interest	Please refer Tech Form 16

l) Bidder's financial Proposal shall comprise the financial quote submitted in the excel template published along with these Request for Proposals.

- m) Financial Proposal: The Bidder shall use the financial proposal template uploaded along with this RFP for preparation of their financial proposal. The Bidder shall quote the price in INR only.

6.2 Period of Validity of Proposals

- a) Proposals shall remain valid for a period of 180 days from the deadline of submission of Proposals unless otherwise specified in the Data Sheet.
- b) In exceptional circumstances, prior to the expiration of the Proposal validity period, the Client may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Bidder may refuse the request without any penal repercussions. A Bidder granting the request shall not be required or permitted to modify its Proposal.

6.3 Format and Signing of Proposals

6.3.1 Preparation of Bids

The bid - Contents of Bid

The bidder shall submit online (<https://eprocure.gov.in>) the following documents:

Document Set	Marked As	Contents of Set
Cover One	1.Pre-qualification documents	Pre-Qualification Bid/Proposal as per Pre-Qualification Criteria mentioned in Section VII of this Tender
Cover Two	2. Technical Bid/Proposal	Technical Bid/Proposal as per the contents mentioned in this TENDER along with the required supporting documents.
Cover Three	3. Financial Bid/Proposal	Financial Bid/Proposal as per the BoQ

- a) All pages in the document should be serially numbered and an index specifying contents of the Proposal should be populated at the beginning of the document.
- b) The Pre-Qualification Proposal and Technical Proposal along with all documents may be compiled into separate PDF documents. All pages in the documents should be serially numbered and an index specifying contents of the Proposal should be populated at the beginning of the document.

- c) Authorized signatory of the Bidder shall sign, either physically or digitally, on each page of the Proposals. This signature should be accompanied by Bidder's official seal.
- d) The financial Proposal must be submitted in the BoQ template provided with the Request for Proposals. Any financial quotation in Request for Proposal (RFP) will result in disqualification of the bid.

7 SUBMISSION AND OPENING OF PROPOSALS

7.1 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.

7.1.1 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.

7.1.2 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.

7.1.3 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.
- 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.

7.2 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 EMD as applicable and upload the necessary document.
- 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/Bank Guarantee/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, Bidder should save it and submit it online, without changing the file name. 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.

7.3 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>.

7.4 Submission of Proposals

- a) Bidders shall submit their pre-qualification (eligibility) documents as well as the technical and financial proposals online.
- b) Online submission of Proposals shall be carried out in accordance with the instructions given.

7.5 Deadline for Submission of Proposals

- a) Proposals must be received by the Client online on the e-procurement portal no later than the date and time specified in the **Data Sheet**.
- b) The date of submission and opening of Proposals shall not be extended except when:
 - i. sufficient number of Proposals have not been received within the given time and the Client is of the opinion that further Proposals are likely to be submitted if time is extended; or
 - ii. the Request for Proposals are required to be substantially modified as a result of discussions in pre-proposal meeting or otherwise and the time for preparations

of Proposals by the prospective Bidders appears to be insufficient for which such extension is required.

- c) In cases where the time and date of submission of Proposals is extended, an amendment to the Request for Proposals shall be issued.

7.6 Late Proposals

The e-procurement portal does not permit late submission of Proposals.

7.7 Opening of Proposals

- a) The pre-qualification (eligibility) documents and the technical proposals shall be opened online on the date and time stipulated in the Data Sheet.
- b) After due evaluation of the technical Proposals, the Client shall notify the technically qualified Bidders regarding the date of financial Proposal opening by giving at least 3 days' advance notice on the e-procurement portal.
- c) The financial Proposals of only technically qualified Bidders shall be opened.

8 EVALUATION AND COMPARISON OF PROPOSALS

8.1 Confidentiality

- a) Information relating to the evaluation of Proposals and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until the same is published officially on the e-procurement portal for information of all Bidders.
- b) Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 70% and Commercial Bid Score a weightage of 30%.
- c) Any effort by a Bidder to influence the Client in the evaluation or contract award decisions may result in the rejection of its Proposal.

8.2 Preliminary Examination of Proposals

- a) The Proposal Evaluation Committee constituted by the Client shall conduct a preliminary scrutiny of the opened Proposals at the beginning to assess the prima-

facie responsiveness (Pre-Qualification and Technical Proposal) and record its findings thereof particularly in respect of the following:

- that the Proposal is complete and duly signed by authorized signatory;
 - that the Proposal is valid for the period, specified in the Request for Proposals;
 - that the Proposal is unconditional and that the Bidder; and
 - any other specific requirements put forth in the Request for Proposals.
- b) Proposals failing to meet these preliminary requirements shall be treated as non-responsive and shall not be considered further for evaluation.

8.3 Immaterial non-conformities

- a) The Proposal Evaluation Committee may waive non-conformities in the Proposal that do not constitute a material deviation, reservation or omission and deem the Proposal to be responsive;
- b) The Proposal Evaluation Committee may request the Bidder to submit necessary information or documents which are historical in nature like audited statements of accounts, PAN, GST etc. within a reasonable period of time. Failure of the Bidder to comply with the request within the given time shall result in the rejection of its Proposal;
- c) The Proposal Evaluation Committee may rectify immaterial non-conformities or omissions on the basis of the additional information or documentation received from the Bidder.

8.4 Determination of Responsiveness

- a) The Proposal Evaluation Committee constituted by the Client shall determine the responsiveness of a Proposal to the Request for Proposals based on the contents of the Proposal submitted by the Bidder;
- b) A Proposal shall be deemed to be substantially responsive if it meets the requirements of the Request for Proposals without any material deviation, reservation, or omission where: -
- "deviation" is a departure from the requirements specified in the Request for Proposals;

- "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Request for Proposals; and
 - "omission" is the failure to submit part or all of the information or documentation required in the Request for Proposals.
- c) A "material deviation, reservation, or omission" is one that, if accepted, shall:-
- Effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Request for Proposals; or
 - Limit in any substantial way, inconsistent with the Request for Proposals, the rights of the Client or the obligation of the Bidder under the proposed contract;
- or
- If rectified shall unfairly affect the competitive position of other Bidders presenting responsive Proposals;
- d) The Proposal Evaluation Committee shall examine the technical aspects of the Proposal in particular to confirm that all requirements of Request for Proposals have been met without any material deviation, reservation or omission;
- e) The Proposal Evaluation Committee shall regard a Proposal as responsive if it conforms to all requirements set out in the Request for Proposals, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Request for Proposals, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the Proposal;
- f) Proposals that are not responsive or contain any material deviation shall be rejected. Proposals declared as non-responsive shall be excluded from any further evaluation.

8.5 Non-conformities, Errors and Omissions

- a) Provided that a Proposal is substantially responsive, the Proposal Evaluation Committee may waive any nonconformity in the Proposal.
- b) Provided that a Proposal is substantially responsive, the Client, being DGS or authorized representative, may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the

Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.

- c) Provided that a Proposal is substantially responsive, the Proposal Evaluation Committee shall rectify quantifiable nonmaterial nonconformities related to the Proposal Price. To this effect, the Proposal Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

8.6 Evaluation of Proposals

- a) Technical evaluation of proposals shall be carried out based on the criteria stipulated under 'Section IV – Evaluation Criteria'. The evaluation committee shall not adopt any other criteria other than the ones already stipulated in the Request for Proposals.
- b) The evaluation of the financial Proposal shall be including GST.
- c) The Client's evaluation of a proposal may require the consideration of other factors, in addition to the Bidder's financial offer. These factors may be related to the characteristics, performance, and terms and conditions of Consultancy Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Proposals, shall be specified in 'Section IV - Evaluation Criteria'.
- d) Bidders shall be asked to deliver presentation on their technical proposals as per the details provided in the Data Sheet. This presentation shall only cover contents of the technical proposals submitted by the Bidder. The objective of the presentation round is to summarize the contents of Bidder's technical proposal for better understanding of the evaluation committee.

8.7 Right to Accept Any Proposal and to Reject Any or All Proposals

The Client reserves the right to accept or reject any Proposal, and to cancel / annul the Bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to the Bidders for which the Client shall keep record of clear and logical reasons properly for any such action / recall of Bidding process. In case of cancellation / annulment, all Proposals submitted and specifically, Proposal securities, shall be promptly returned to the Bidders.

9 AWARD OF CONTRACT

9.1 Award Criteria

The Bidder obtaining the highest combined evaluation score i.e. sum of weighted technical and financial scores shall be considered for award of contract (in case of QCBS evaluation)

9.2 Notification of Award

- a) Prior to the expiration of the period of Proposal validity, the Client shall notify the successful Bidder, in writing, that its Proposal has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the accepted contract price. The expected date of award of contract is as stipulated under Data Sheet.
- b) Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

9.3 Signing of Contract

Promptly after notification of Award, the Client shall send the successful Bidder the Contract Agreement. Within thirty days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Client.

10 SECTION III – DATA SHEET

The following specific data for the Selection of the System Integrator to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidder (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB

ITB Para Reference	Particulars
ITB 1b)	<p>The Client is: DGS, Address:</p> <p>Kanjur village Rd, 9th Floor Beta Building, i-Think Techno Campus, Kanjurmarg East, Mumbai, Maharashtra 400042</p> <p>The Method of Selection of Bidder is: Quality & Cost Based Selection (QCBS)</p>
ITB 1 d)	The intended completion date is <enter date>
ITB 4	In order to be considered for technical evaluation, the Bidder must satisfy the eligibility requirements stipulated under Section IV.
ITB 2.1 b)	<p>The official website of DGS is: https://www.dgshipping.gov.in/</p> <p>The e-procurement portal is: https://eprocure.gov.in/eprocure/app</p>
ITB 1.6	<p>The Client's address for seeking clarifications is:</p> <p>Directorate General of Shipping, 9th Floor Beta Building, i-Think Techno Campus, Kanjurmarg (East), Mumbai - 400 042 (India)</p> <p>Tel. No. : 91-22-25752040/41/42/43/45 Fax.No. :91-22-25752029/35; Email: dgship-dgs[at]nic[dot]in</p> <p>Name: - Capt. Nitin Mukesh</p> <p>Designation: Deputy Director General, Crew Branch</p> <p>Email: - n.mukesh@gov.in</p>
ITB 1.6	The Bidders may submit their requests for clarification before the seek clarification end date as will be mentioned in the E-Procurement portal.
ITB 2.3	<p>The pre-Proposal meeting shall be held electronically at 11:00 Hrs on 16th September 2025</p> <p>The web-link to attend the pre-Proposal meeting is as follows:</p> <p>https://teams.microsoft.com/meet/4782520603086?p=XdgUQslqIf85NpNCb</p>

ITB 3.2 a)	Proposals shall remain valid for a period of 180 days from the deadline of submission of Proposals.
ITB 1.4 c)	<p>Bid Security / Earnest Money Deposit of INR 20,00,000.00 (Rupees Twenty Lakhs Only) valid for 90 days in the form of Bank Guarantee (BG) from the date of submission of bid as mentioned in the Scope of Work.</p> <p>The BG shall be drawn in favor of "Directorate General of Shipping Mumbai," and shall be payable at Mumbai.</p> <p>Registered MSME Units / Registered NSIC bidders will be exempted from payment of EMD & Tender Fees.</p>
ITB 5.1 b)	Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 70% and Commercial Bid Score a weightage of 30%.
ITB 4.2	<p>The web-address of e-procurement portal is: https://eprocure.gov.in/eprocure/app</p> <p>The deadline for submission of Proposals is 06/10/2025; 16:00 Hrs.</p>
ITB 4.4	The technical Proposals shall be opened online at 07/10/2025; 16:00 Hrs.
ITB 5.6	<p>The presentations shall be held online using Microsoft Teams / offline within a week after opening of the technical proposals. The specific dates, time and meeting links shall be notified by the client on its website i.e. https://www.dgshipping.gov.in/ and also will be communicated via respective emails.</p>
ITB 6	The expected date of award of contract is

11 SECTION IV – GENERAL CONDITIONS OF CONTRACT (GCC)

11.1.1 General Provisions	
1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>a) "Completion Date" means the date of completion of the Services by the Bidder as certified by the Client;</p> <p>b) "Contract" means the Contract signed by the Parties, to which these General Conditions of</p>

	<p>Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract, as named in SCC;</p> <p>c) “Contract Price” means the financial proposal of the successful Bidder duly accepted by the client;</p> <p>d) “Client” means the agency, as named in SCC, that signs the Contract for the Services with the Selected Bidder;</p> <p>e) “Bidder” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract as specified in SCC;</p> <p>f) “Day” means a working day unless indicated otherwise.</p> <p>g) “GCC” means these General Conditions of Contract;</p> <p>h) “Party” means the Client or the Bidder, as the case may be, and “Parties” means both of them;</p> <p>i) “Bidder’s Proposal” means the completed Request for Proposals submitted by the Bidder to the Client;</p> <p>j) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;</p> <p>k) “Services” means the work to be performed by the Bidder pursuant to this Contract, as described in Appendix A – Terms of Reference;</p> <p>l) “Third Party” means any person or entity other than the Government,</p>
--	--

	the Client, the Bidder or a Sub-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 specified in the SCC . 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.
1.5 Location	The Services shall be performed at such locations as are specified in Appendix A hereto
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 Bidder may be taken or executed by the officials specified in the SCC .
1.7 Authority of Member in Charge	In case the Bidder is a Consortium, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Bidder'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 Bidder 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.
1.9 Code of Integrity	a) The Client, the Bidder and their representatives shall strictly adhere to the code of integrity as stipulated under GFR 175. b) The Client requires the Bidder 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
2. 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 or such other later date as may be stated in the SCC .
2.2 Commencement of Services	
2.2.1 Program	Before commencement of the Services, the Bidder 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.
2.2.2 Starting Date	The Bidder shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC .
2.3 Intended Completion Date	Unless terminated earlier pursuant to Sub-Clause 2.6, the Bidder shall complete the activities by the Intended Completion Date, as is specified in the SCC . If the Bidder does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage. 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	Any requirement for Change Requests (CRs) shall be formally communicated in writing by the Competent Authority of the Directorate General of Shipping (DGS) to the selected Bidder / Lead Bidder, in case of a consortium. Upon receipt of a formal CR from DGS, the Bidder / Lead Bidder shall, within a reasonable time as specified by DGS, submit the following to DGS for review and approval: <ul style="list-style-type: none"> a. Technical feasibility of implementing the Change Request;

	<ul style="list-style-type: none"> b. Effort estimation required for the proposed changes; c. Financial implication/cost associated with the same; d. Proposed schedule and timeline for delivery and implementation. <p>The response submitted by the Bidder / Lead Bidder shall be evaluated by DGS. Based on such evaluation, DGS may issue formal approval for incorporation of the CR in the project scope. Only upon receipt of such formal written approval from DGS, the Bidder / Lead Bidder shall proceed with the implementation of the approved Change Request and raise the corresponding invoice as per agreed terms.</p>
2.5 Force Majeure	
<p>2.5.1 Definition</p> <p>2.5.2 No Breach of Contract</p> <p>2.5.3 Extension of Time</p>	<p>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.</p> <p>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.</p>
2.6 Termination	
2.6.1 By the Client	<p>The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Bidder, to be given after the occurrence of any of the events specified in</p>

<p>2.6.2 By the Bidder</p>	<p>paragraphs (a) through (d) of this Sub-Clause 2.6.1:</p> <ul style="list-style-type: none"> ▪ if the Bidder 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 Bidder become insolvent or bankrupt; ▪ if, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or ▪ if the Bidder, in the judgment of the Client has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract. <p>The Bidder 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:</p> <ul style="list-style-type: none"> ▪ (b) if the Client fails to pay any monies due to the Bidder pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue; or ▪ (b) if, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
<p>11.1.2 3. Obligations of the Bidder</p>	
<p>3.1 General</p>	<p>The Bidder 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</p>

	<p>management practices, and employ appropriate advanced technology and safe methods. The Bidder 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-Bidders or third parties.</p>
3.2 Conflict of Interests	<p>3.2.1 The Bidder 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.</p> <p>3.2.2 The Bidder agrees that, during the term of this Contract and after its termination, the Bidder and any entity affiliated with the Bidder 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, unless otherwise indicated in the SCC.</p> <p>3.2.3 The payment of the Bidder pursuant to GCC shall constitute the Bidder's only payment in connection with this Contract and the Bidder 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 Bidder shall use its best efforts to ensure that any Sub-Bidders, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>3.2.4 Furthermore, if the Bidder, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Bidder 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 Bidder in the exercise of such procurement responsibility shall be for the account of the Client.</p> <p>3.2.5 The Bidder shall not engage, and shall cause its Experts as well as its Sub-Bidders not to engage, either directly or indirectly, in any business or professional activities that would</p>

	<p>conflict with the activities assigned to them under this Contract.</p> <p>3.2.6 The Bidder has an obligation and shall ensure that its Experts and Sub-Bidders 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 Bidder or the termination of its Contract.</p>
3.3 Confidentiality	<p>Except with the prior written consent of the Client, the Bidder 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 Bidder 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.</p>
3.4 Insurance to be Taken Out by the Bidder	<p>The Bidder (a) shall take out and maintain, and shall cause any Sub-Bidders to take out and maintain, at its (or the Sub-Bidders', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC; 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 Bidder shall ensure that such insurance is in place prior to commencing the Services.</p>

3.5 Bidder's Actions Requiring Client's Prior Approval	<p>The Bidder shall obtain the Client's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> ▪ entering into a subcontract for the performance of any part of the Services, ▪ changing the Program of activities; and ▪ any other action that may be specified in the SCC.
3.6 Reporting Obligations	<p>The Bidder shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.</p>
3.7 Documents Prepared by the Bidder to Be the Property of the Client	<p>3.7.1 All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Bidder in accordance with Sub-Clause 3.6 shall become and remain the property of the Client, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Bidder may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.</p> <p>3.7.2 If license agreements are necessary or appropriate between the Bidder and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Bidder shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.</p>
<p>11.1.3 5. Obligations of the Client</p>	
5.1 Assistance and Exemptions	<p>The Client warrants that the Bidder shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client shall use its best efforts to provide the Bidder such assistance and exemptions as specified in the SCC.</p>

5.2 Services, Facilities and Property of the Client	The Client shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.
5.3 Counterpart Personnel	<p>5.3.1 The Client shall make available to the Bidder free of charge such professional and support counterpart personnel, to be nominated by the Client with the Bidder's advice, if specified in Appendix A.</p> <p>5.3.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Bidder. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Bidder that is consistent with the position occupied by such member, the Bidder may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.</p>
5.4 Payment Obligation	In consideration of the Services performed by the Bidder under this Contract, the Client shall make such payments to the Bidder for the deliverables specified in Appendix A and in such manner as is provided by GCC 6 below.
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 Bidder 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.
11.1.4 6. Payments	
6.1 Contract Price	6.1.1 The Bidder's Contract Price shall be a fixed lump-sum net of all costs incurred by the Bidder in carrying out the Services described in Appendix A. The Contract Price is set forth in the SCC. The Contract price breakdown is provided in Appendix B.

	<p>6.1.2 Any change to the Contract price specified in Clause 6.1.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 2.4 and have amended in writing the Terms of Reference in Appendix A.</p>
6.2 Taxes and Duties	<p>6.2.1 The Bidder, Sub-Bidders and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.</p> <p>6.2.2 As an exception to the above and as stated in the SCC, the GST is reimbursed to the Bidder.</p>
6.3 Mode of Billing and Payment	<p>6.3.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 6.1.1.</p> <p>6.3.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.</p> <p>6.3.3 The Client shall pay the Bidder within forty-five (45) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Bidder within the same forty-five (45) days period. The Bidder shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>6.3.4 The final payment under this Clause shall be made only after the final report I have been submitted by the Bidder and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within sixty (60) calendar days after receipt of the final report by the Client unless the Client, within such sixty (60) calendar day period, gives written notice to the Bidder specifying in detail deficiencies in the Services, the final report. The Bidder shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p>

	6.3.5 All payments under this Contract shall be made to the accounts of the Bidder specified in the SCC.
6.4 Interest on Delayed Payments	If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 6.3.3, interest shall be paid to the Bidder on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.
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 specified in the SCC.
2. 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.
3. Limitation of Liability	
	The total aggregate liability of the Bidder, 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.
4. Indemnity	
	The Bidder 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 Bidder 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 Bidder. The Client shall also indemnify the Bidder for losses/damages suffered

	due to any fraud, misrepresentation or omission of facts by the Client or any of its personnel.
--	---

12 SECTION V – SPECIAL CONDITIONS OF CONTRACT (SCC)

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b)	The contract name is Selection of System Integrator for Complete ERP development of Seamen's Provident Fund Organization & Seafarer's Welfare Fund Society (SWFS), Govt. of India.
1.1(d)	The Client is Directorate General of Shipping, 9th Floor Beta Building, i-Think Techno Campus, Kanjurmarg (East), Mumbai - 400 042 (India)
1.1(e)	The Bidder is _____
1.4	<p>The addresses are:</p> <p>Client: Directorate General of Shipping (DGS),</p> <p>Attention: Capt. Daniel J. Joseph, Member Secretary SPFO & SWFS, Deputy Director General, DGS Office</p> <p>E-mail: danieljohn-dgs@gov.in</p> <p>Bidder:</p> <p>Attention:</p> <p>Facsimile:</p> <p>E-mail: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client: _____.</p> <p>For the Bidder: [name, title]_____</p>
1.7	The authorized member in charge is _____
2.1	No change to the GCC clause
2.2.2	The Starting Date for the commencement of Services is seven (7) days after contract signing.
2.3	The Intended Completion Date is _____

3.2.2	The Client reserves the right to determine on a case-by-case basis whether the service should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 3.2.2
3.5 c.	The Bidder shall follow the protocol stipulated in the Terms of Reference regarding entering existing Client's premises and for weighting and carrying the investment powder waste.
3.7	There are no specific restrictions.
5.1	The Client shall provide the necessary assistance in providing gate-passes for smooth entry of Bidder's vehicles and employees.
6.1	The Contract Price is: _____
6.2.2	The amount of GST reimbursable to the Bidder is: _____
6.3.2	The payment schedule shall be as stipulated under Appendix A – Terms of Reference.
6.3.5	Bidder's account details for payments under the Contract are: Account Name: Bank Name: Branch Name: IFSC Code:
6.4	The interest rate shall be 6% per annum.
7.2	Disputes shall be resolved by way of arbitration as stipulated under the Arbitration and Conciliation Act, 1996 as amended till date.

13 APPOINTMENT OF SYSTEM INTEGRATOR

13.1 Technical Evaluation Criteria

- c) All the bidders who secure a Technical Score of **70 marks** or more for both (SPFO & SWFS) technical evaluation criteria will be declared as technically qualified.
- a) Proposals will finally be ranked according to their Composite Technical and Financial scores using a weightage of 70% for each technical proposal
- b) The bidder with the highest technical bid (H1) will be awarded 100% score.
- c) Technical Scores for other than H1 bidders will be evaluated using the following formula:

$$\text{Technical Score of a Bidder} = \left\{ \left(\frac{\text{Technical Bid score of the Bidder}}{\text{Technical Bid Score of H1}} \right) \times 100 \right\} \%$$

(Adjusted to two decimal places)

- d) The financial bid of only the technically qualified bidders will be opened for further Processing.

13.2 Financial bid Evaluation Criteria

- a) The Financial Bids of the technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives
- b) The bidder with the lowest financial bid (L1) will be awarded 100% score.
- c) Financial Scores for other than L1 bidders will be evaluated using the following formula:

$$\text{Financial Score of a Bidder} = \left\{ \left(\frac{\text{Financial Bid of L1}}{\text{Financial Bid of the Bidder}} \right) \times 100 \right\} \%$$

(Adjusted to two decimal places)

- d) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e) The bid price will be inclusive of all taxes and levies and shall be in Indian Rupees.

Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

13.3 Combined Evaluation of Technical & Financial Bids

- a) The technical and financial scores secured by each bidder will be added using weightage of 70% of Technical Score (Tw) and 30% of Financial Score (Fw) respectively to compute a Composite Bid Score.
- b) The bidder securing the highest Composite Bid Score will be adjudicated as the Best Value Bidder for award of the Project.
- c) In the event the bid composite bid scores are "tied", the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

13.4 The composite score of the Bidders for the bid shall be worked out as under:

Bidder	Technical Score (Tn)	Financial Score (F)	Weighted Technical Score (Tw) (70% of B)	Weighted Financial Score (Fw) (30% of C)	Composite bid Score (CS=D+E)
(A)	(B)	(C)	(D)	(E)	(F)

- a) The bidder with the Highest "CS" shall be declared as first ranked bidder (having highest Composite Score) and would be declared as the selected bidder.
- b) Only selected bidder (first ranked bidder having highest composite score) will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders scored the same marks, the bidder with the higher technical score will be selected. If there is a tie in this technical score too, then the bid with the lowest price bid among these bids will be selected.
- c) Price Corrections – In evaluating the Bids, DGS will determine the evaluated Bid Price for each Bid, by adjusting the Bid by making any correction for any arithmetic errors as follows:
 - a. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

- b. where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;

13.5 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

DGS reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for DGS action.

13.6 Notification of Award

- a) Prior to the expiration of the validity period, DGS will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, DGS may like to request the bidders to extend the validity period of the bid.
- b) The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee DGS will notify each unsuccessful bidder and return their EMD.

13.7 Contract Finalization and Award

- a) The written advice to any change shall be issued by DGS to the bidders up to 4 (four) weeks prior to the due date of commencement of services.
- b) The selected Bidder/s should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication.
- c) Upon notification of award to the successful Bidder, DGS will promptly notify each unsuccessful Bidder.

13.8 Performance Bank Guarantee

DGS will require the selected bidder to provide a Performance Bank Guarantee, within 30 days from the Notification of award, for a value equivalent to 3% of the total bid value (excluding GST) and should be valid till 6 months post the Contract Period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. In case the Contract Term is extended, the Performance Bank Guarantee should also be extended within 30 days of approval of contract extension and should be valid till 6 months post the Contract Extension Term. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, DGS at its discretion may cancel the order placed on the selected bidder without giving any notice. DGS shall invoke the

performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or DGS incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

13.9 Signing of Contract

After the DGS notifies the successful bidder that its proposal has been accepted, DGS shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between DGS and the successful bidder.

13.10 Failure to Agree with the Terms and Conditions of the RFP

- a) Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event DGS may award the contract to the next ranked bidder as per CVC guidelines or call for new proposals from the interested bidders.
- b) In such a case, the DGS shall invoke the PBG of the successful bidder.

14 REJECTION CRITERIA

Besides other terms and conditions highlighted in the RFP document, bids may be rejected under the following circumstances:

14.1 General Rejection Criteria

- i. Bids are not qualified under Pre-qualification criteria.
- ii. Bids submitted without or improper EMD
- iii. Bids received through Fax / E-Mail except wherever required
- iv. Bids which do not confirm unconditional validity of the bid as prescribed in the Tender
- v. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process
- vi. Any effort on the part of a Bidder to influence the bid evaluation process of DGS, bid comparison or contract award decisions
- vii. Bids received by the DGS after the last date for receipt of bids prescribed by the DGS
- viii. Bids without signature of person (s) duly authorized on required pages of the bid

- ix. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- x. If it is found that multiple bidders have submitted separate tenders/ quotations under different names of firms/ establishments but with common address for such establishments/ firms, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for penal and legal action including blacklisting.
- xi. If it is found that firms have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/ establishments shall be liable at the discretion of the DGS for further penal action including blacklisting.
- xii. In case of a consortium, a consortium member shall be allowed to submit the bid along with only one lead bidder.
- xiii. The Bidders who do not conform to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work, General Terms & Conditions and Service Level Agreements of this tender.
- xiv. Bidders not complying with the General Terms and conditions as stated in the Tender Documents.
- xv. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.

14.2 Technical Rejection Criteria

- i. Technical Bid containing commercial details.
- ii. Revelation of Prices in any form or by any reason before opening the Commercial Bid
- iii. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- iv. Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- v. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents.

- vi. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- vii. If the bid does not conform to the timelines indicated in the bid.
- viii. Bidder not complying with the eligibility criteria.

14.3 Commercial Rejection Criteria

- i. Incomplete Price Bid
 - ii. Price Bids that do not conform to the Tender's price bid format.
 - iii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable.
- c) If there is an arithmetic discrepancy in the commercial bid calculations, the bidder shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.
- d) Abnormally Low Bids: Any Financial Bid quoted at 25% or more below the Estimated Cost shall be considered abnormally low and shall be summarily rejected/disqualified.
- e) Abnormally High Bids: Any Financial Bid quoted at 25% or more above the Estimated Cost shall be considered abnormally high and shall be summarily rejected/disqualified.
- f) Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidders.
- iv. Revelation of Prices in any form or by any reason before opening the Commercial Bid

PART II

SECTION VI TERMS OF REFERENCE FOR SPFO

15 SECTION VI – TERMS OF REFERENCE FOR SPFO

15.1 ORGANIZATIONAL BACKGROUND OF DGS

The Directorate General of Shipping (DGS), an attached office of the Ministry of Ports, Shipping and Waterways, Govt. of India, deals in matters relating to merchant shipping. The DGS deals with all matters concerning the Maritime Administration, Maritime Education and Training, development of Shipping Industry and other related subjects.

This Directorate deals with implementation of shipping policy and legislation so as to ensure the safety of life and ships at sea, prevention of marine pollution, promotion of maritime education and training in co-ordination with the International Maritime Organization, regulation of employment and welfare of seamen, development of coastal shipping, augmentation of shipping tonnage, Examination and certification of Merchant Navy Officers, Supervision and Control of the allied departments and officer under its administrative jurisdiction.

The details about DGS and its functions are available at website

<https://www.dgshipping.gov.in>

15.2 ORGANIZATIONAL BACKGROUND OF SEAMEN'S PROVIDENT FUND ORGANIZATION (SPFO)

The Seamen's Provident Fund Organization (SPFO) is responsible for managing the implementation and monitoring of the Seamen's Provident Fund Scheme. The Seamen's Provident Fund Scheme, established under the Seamen's Provident Fund Act, 1966 (Act No. 4 of 1966), holds a retrospective inception from July 1, 1964.

This initiative aims to provide essential old-age retirement benefits and financial support to seafarers' families in case of demise. Central to the scheme's effective administration is the office of the Seamen's Provident Fund Commissioner, established on July 9, 1966.

Seafarers have the flexibility to request non-refundable and final withdrawals for various needs, and in the fiscal year 2022-23, SPFO settled 1,849 cases, totaling Rs. 86.43 crores.

The organization's commitment to financial well-being is further underscored by the involvement of representatives from Government, Employers, and Employees on the Board, ensuring a holistic approach to safeguarding the interests of those associated with the maritime profession.

The Shipping Companies deposit the provident funds from the employer's contribution (12%) and the company's contribution (12%) from a voyage-to-voyage basis with a month of each voyage termination. The amount received is deposited into the bank with a 5%

administration charge being paid by the shipping companies. For each seafarer, a balance is maintained which receives interest (basis the interest rate set from the committee) and once the seafarer requests for final withdrawal or non-refundable withdrawal the amount is processed to the concerned seafarer.

The respective shipping companies will provide a statement with the remittance details (NEFT (National Electronic Funds Transfer)) along with the seafarer's information including CDC (Continuous Discharge Certificate) number to SPFO. On receipt of the statement, SPFO will reconcile the amount with the bank statement and then enter the information (CDC wise) manually into the existing software. This amount collected towards PF (Provident Fund) is invested as per the guidelines.

There are cash balances maintained which after reaching a certain threshold are transferred for investment to the registered investment advisor. While the threshold is retained for payments to the seafarers. This liquidity system is maintained to deliver smooth functioning of the organization in payments clearance and other dues.

There are ex-gratia and annuity payments received by the organization sent from the respective shipping companies. These are added to the seafarer's accounts that are sent for investment after reaching a certain threshold.

15.3 PURPOSE / OBJECTIVES

The purpose of this Request for Proposals (RFP) is to invite qualified System Integrators for the design, development and implementation and support of a comprehensive Enterprise Resource Planning (ERP) system for Seamen's Provident Fund Organization (SPFO) under the DGS. The objective is to modernize and streamline the fiscal, managerial, and beneficiary relationship management processes of SPFO through the deployment of an integrated and scalable ERP platform, including a dedicated web portal.

This initiative aims to establish a robust digital ecosystem that serves as the operational backbone of SPFO, ensuring improved efficiency, transparency, and service delivery. The selected System Integrator will also be responsible for the operation and maintenance (O&M) of the ERP platform for a period of two (2) years, in addition to a warranty period of one (1) year post-implementation, thereby ensuring the platform's sustained performance and alignment with the evolving business requirements of SPFO.

15.4 SCOPE OF WORK FOR SPFO

15.4.1 Existing IT System

The Seamen's Provident Fund Organisation (SPFO) serves a critical role in managing Provident Fund contributions to safeguard the financial well-being of seafarers. While some processes are partially automated, the reliance on manual methods still poses significant challenges, emphasizing the need for further improvement through the procurement of specialized services.

While partial automation exists, manual processes still introduce inefficiencies and increase the risk of errors, particularly in areas such as budget preparation, financial accounting, and procurement. Additionally, the incomplete functionality of the current system limits user access to essential information, such as outstanding balances, impacting the efficiency of contributions and withdrawals.

Currently Financial Accounting is carried out in Tally and cash system of accounting is followed and postings are done based on the bank statements. Payroll is processed in excel file and transaction is added back to Tally and payments are released accordingly. Manual register is kept for Fixed Assets and depreciation processing.

15.4.2 Envisaged Project

The main objective of the envisaged project is to automate the core activities of SPFO and that will greatly enhance efficiency by streamlining processes, diminishing the need for manual data entry and paperwork. This translates into faster and more precise transaction processing, ultimately boosting overall operational efficiency. Moreover, an automated system provides real-time access to essential information for both SPFO administrators and stakeholders, promoting transparency and trust among seafarers, shipping companies, and regulatory bodies.

Furthermore, automation mitigates risks associated with manual data handling, reducing errors and ensuring compliance with regulatory requirements through automated checks and balances. The shift to automation also promises cost savings by minimizing manual interventions and paperwork, thereby saving time, resources, and potential error rectifications. Additionally, automated systems implement robust security measures to safeguard sensitive financial and personal information, ensuring compliance with data protection regulations.

Improved financial management is another key benefit, as automation enables better planning and resource allocation through streamlined budgeting, accounting, and investment tracking processes. This facilitates informed decision-making with timely and accurate financial reporting.

15.4.3 Objectives of Software & Related Services

SPFO would like to achieve the following as an outcome of successful implementation of the project.

- Efficient & transparent delivery of services
- Ensuring the Financial Benefits to the Eligible and Needy Beneficiaries are disbursed on time.
- Efficient compliance monitoring
- Faster communication
- Increased transparency
- Minimize the risk of errors inherent in manual processes, particularly in financial matters.
- Reduction in operational cost and turnaround times
- Overall Transformation of SPFO

15.4.4 Key Stakeholders

The main stakeholders of the project are listed below:

- Seamen's Provident Fund Organization
- Shipping Companies
- DG Shipping
- Seamen/Seafarers

15.4.5 Project Scope

To streamline the current systems and core activities by leveraging Digitization across various sections of the organization, SPFO envisage to implement a robust Software Solution. The main objective of the project is to automate key activities of Seamen's Provident Fund Organization. This shall include most of the key functional, financial, and managerial areas of the organisation along with a web portal.

The project is a strategic initiative by SPFO to enhance its operational effectiveness by embracing automation of its core activities. The existing system, predominantly managing the receipt and distribution of Provident Fund, faces several limitations due to outdated software and partial manual processes. Recognizing the need for automation, the project aims to mitigate these challenges, streamline operations, and reduce manual efforts. Upgrading to a modern, automated system is imperative for improving overall efficiency, minimizing errors, and providing a user-friendly experience for all the stakeholders involved.

Once deployed on a centralized server, the solution shall be accessed by authorized users from anywhere with a connectivity over the internet. Users shall be able to access only those sections that are assigned to them. All other sections shall remain out of bounds. Only authorized personnel shall have access to view data and reports from the system.

The project scope for the selected Solution Provider includes Requirements Study, Design, Development, Testing, Implementation and Maintenance of a Workflow Enabled process automation. The features of the envisaged system shall be designed in accordance with the standard technical specifications and industry best practices. The Solution Provider shall be entirely responsible for implementing the right solution which satisfies all features, functions and performance as described in the document. The Solution Provider shall be responsible for design, development, and implementation of the proposed solution. The solution proposed by the Solution Provider shall comprise of automation of the key functional, financial, and managerial areas of SPFO and needs to be implemented on a time bound manner.

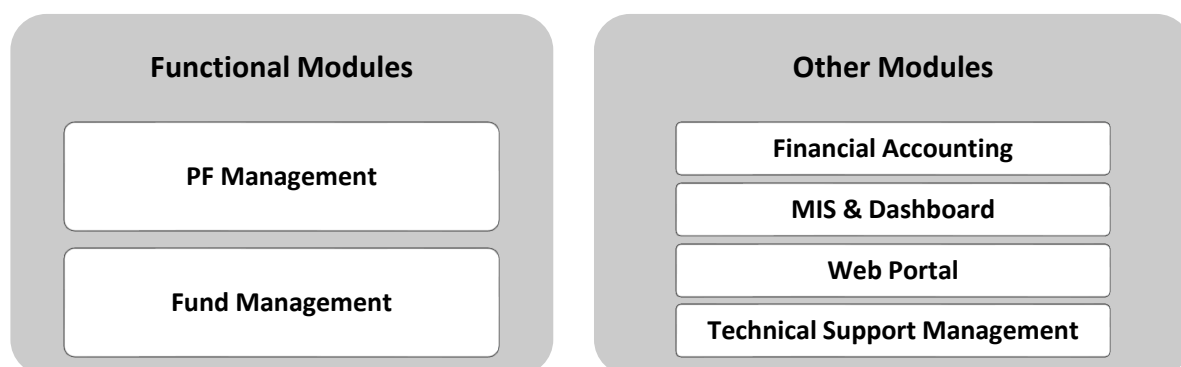
15.4.6 Technology

The Solution Provider may recommend a cost effective, easy to use and maintain, solution technology to customise/ develop the functional requirements as elaborated in the subsequent sections.

The solution provider shall provide all required licences for Customisation/ Development, Hosting, User Acceptance Testing, Implementation, Training etc.

15.4.7 List of Software Modules

Several Areas of Seamen’s Provident Fund Organization could benefit from Automation to improve efficiency, accuracy, and overall effectiveness. Following are the list of software modules:



15.4.8 Module Details

The high-level list of modules and the functionalities thereof is, as listed below –

15.4.8.1 Functional Modules

(a) Provident Fund Management

The PF Management module aims to streamline and automate various processes related to Provident Fund (PF) management within the organization. It encompasses several functionalities designed to enhance efficiency and accuracy while ensuring compliance with regulations.

- Employer Registration
- Contributions & Outstanding Balances
- Penalty Assessment
- PF Remittance
- PF Withdrawal (Final / Non-Refundable)
- Employer Corner
- Seafarer Corner

The system shall facilitate Employer Registration by allowing shipping companies to register as users, providing options to add profile details and attach relevant supporting documents. Upon submission, the details shall undergo verification by SPFO, followed by KYC verification via email and SMS. Approved users shall receive their credentials, enabling access to the system.

For Contributions & Outstanding Balances, the system shall record comprehensive details of PF contributions, including individual seafarer contributions. It shall capture annual interest rates and auto-calculate interest on PF balances. Additionally, it shall track outstanding balances and maintain historical PF transactions, facilitating the generation of interest statements and detailed PF statements in electronic formats.

Regarding Penalty Assessment, the module shall detect instances of non-compliance and auto-calculate penalties based on predefined rules. Real-time alerts shall notify authorized users about non-compliance, triggering the review and approval process.

For PF Remittance, the system shall allow setup and maintenance of contribution ratios, e-payment facilities for shipping companies, and generation of acknowledgment receipts. It shall update individual PF balances and send confirmation notifications to shipping companies.

Regarding PF Withdrawal (Final / Non-Refundable), eligibility criteria for withdrawal shall be established, and seafarers shall be able to select the type of withdrawal based on their eligibility. The system shall allow the upload of necessary documents and submission of withdrawal applications online. SPFO shall verify eligibility, calculate withdrawal amounts,

handle deductions, and disburse approved amounts via a secure payment gateway, with notifications provided to seafarers.

Employer Corner and Seafarer Corner shall provide login facilities, password management, profile updation, and facilities for maintaining vessel and seafarer details. Employers shall be able to register PF details and upload relevant documents, while seafarers shall access member passbooks, view real-time PF balances, update KYC details, manage nominee information, and apply for PF withdrawal.

Overall, the PF Management module shall offer a comprehensive solution to streamline PF-related processes, ensuring transparency, efficiency, and compliance with regulatory requirements.

(b) Fund Management

The Fund Management module shall encompass a suite of functionalities aimed at efficiently managing various financial activities related to Provident Fund (PF), annuity, voluntary contributions, and ex-gratia contributions. It shall provide a convenient facility for shipping companies to seamlessly pay their obligations, including PF contributions, annuities, voluntary contributions, and ex-gratia payments, through the system. This streamlined process not only enhances convenience for stakeholders but also ensures timely and accurate processing of financial transactions.

The module shall allow shipping companies to upload statements containing detailed remittance information. This feature facilitates transparent communication of financial transactions between the companies and SPFO, enabling efficient reconciliation and validation of contributions. Moreover, responsible officers within SPFO shall have the capability to accurately capture and record contributions, ensuring meticulous documentation and compliance with regulatory standards.

The system shall support direct deposit by shipping companies into SPFO's designated bank accounts, simplifying the payment process and reducing administrative burdens. Furthermore, it shall facilitate seamless communication by enabling shipping companies to effortlessly share statements containing remittance information, fostering transparency and accountability in financial transactions.

One of the key features of the Fund Management module shall be its automatic reconciliation capability, which ensures the accuracy and integrity of financial records by matching incoming contributions with corresponding remittance statements.

The system shall also facilitate government shipping companies in transferring levy fees if any as per regulatory requirements, ensuring compliance with applicable laws and regulations. Additionally, it shall track collections from shipping companies and levy fees, providing valuable insights into financial inflows and contributing to effective fund management.

Furthermore, the module shall record the investment management based on Ministry of Finance guidelines, allowing SPFO to make informed decisions regarding the allocation and management of funds. The main functionalities of the module shall be as follows:

- Collect contributions towards the provident fund and other contributions such as annuity, voluntary contribution or exgratia from shipping companies.
- Establish and manage individual accounts for each seafarer, recording contributions, interest accruals, and withdrawals.
- Investment of Amount available in the PF account over and above the ceiling limit and reinvestment of interest
- Keep record of settlement of Claims of Non-Refundable Withdrawal and Final Withdrawal:
- Keep record of claims for both non-refundable and final withdrawals upon retirement, medical grounds, or voluntary termination, ensuring timely disbursement along with accrued interest.
- Prepare annual budgets for administrative expenses.

15.4.8.2 Other Modules

(c) Financial Accounting

Financial Accounting is currently carried out in Tally and cash system of accounting is followed and postings are done based on the bank statements. Payroll is processed in excel file and transaction is added back to Tally and payments are released accordingly. Manual register is kept for Fixed Assets and depreciation processing.

Budgets are prepared for administrative expenses and capital procurements and are processed manually. All the proceeds including revision and reappropriation is done manually. Accounts department prepare the yearly budget and put forward to Management committee for approval manually. An automated system can be developed for finance management having the following functionalities.

The Financial Accounting Module shall serve as a vital component in the operational framework of SPFO, providing robust functionalities to manage accounting and financial tasks efficiently. It shall facilitate the seamless recording, monitoring, and maintenance of SPFO's financial data, ensuring the accuracy and integrity of financial records.

It shall automate accounting entries for collections and payments which results in streamlining the financial transaction process and minimizing the risk of errors. This automation shall extend to periodic postings, ensuring timely and accurate financial reporting without the need for manual intervention.

Moreover, the module shall enable comprehensive tracking of income and expenses, providing valuable insights into SPFO's financial health and performance. It shall also play a crucial role in ensuring compliance with tax regulations by managing GST return filings, thus contributing to SPFO's regulatory adherence.

In addition to financial management, the module shall facilitate strategic planning by enabling the preparation of yearly budgets. This feature empowers SPFO to allocate resources effectively and adapt to changing financial needs.

The module shall also manage administrative expenses budgets, providing SPFO with the means to monitor and control expenditures while maintaining financial sustainability. Overall, the Financial Accounting Module shall enhance SPFO's financial management capabilities, supporting its mission and objectives with efficiency and accuracy.

The core functionalities of the module shall be as follows:

- Records, monitors & maintains accounting and financial information of SPFO.
- Automate Periodic Postings.
- Track income and expenses.
- Manage GST return filings.
- Facilitate preparation of yearly budget
- Facility for budget revisions and reappropriation.
- Manage Administrative expenses budget.

(d) MIS & Dashboard

The MIS & Dashboard module plays a crucial role in providing actionable insights and facilitating data-driven decision-making within SPFO. It encompasses various functionalities to enhance the organization's monitoring and governance capabilities.

One of its core features shall be the generation of Management Information System (MIS) reports for PF Contributions and fund management. These reports shall offer comprehensive insights into financial performance and contribution trends, aiding in strategic planning and resource allocation.

The module shall incorporate a user-friendly dashboard equipped with graphical representations and visualizations. This dashboard enables users to interpret data effectively, identify trends, and pinpoint areas for improvement. Furthermore, it offers customization options based on user roles and preferences, ensuring that stakeholders can access relevant information tailored to their needs.

Overall, the MIS & Dashboard module shall serve as a powerful tool for enhancing organizational transparency, efficiency, and performance through data-driven decision-making and strategic insights.

(e) Web Portal

The Web Portal serves as a comprehensive platform for stakeholders to access information, services, and resources related to SPFO. It shall be designed to provide a user-friendly experience, offering bilingual functionality in English and Hindi languages to cater to diverse user preferences.

The portal shall feature a wide range of functionalities, including the provision of general information about SPFO, its mission, objectives, and services. It shall include an organizational chart and details of officials, facilitating transparency and accountability within the organization. Additionally, users shall be able to access policies, reports, circulars, and notices through a robust search facility, ensuring easy retrieval of relevant information.

Furthermore, the portal shall include a comprehensive telephone directory and a photo gallery showcasing relevant images, enhancing user engagement and interaction. Users shall be able to download resources, forms, and documents, as well as access important notifications and updates. The portal also shall include sections for FAQs, providing answers to common questions for user convenience.

Overall, the Web Portal module serves as a centralized platform for information dissemination, communication, and engagement, supporting SPFO's objectives and enhancing stakeholder satisfaction.

(f) Technical Support Management

The Technical Support Management module shall be designed to provide comprehensive assistance and resolution for technical issues encountered by SPFO during the O&M period. It shall facilitate efficient handling of software-related concerns, ensuring minimal disruption to operations.

Key functionalities of the module include enabling all end users to log in and access support services within every module for raising tickets against their issues. Support engineers shall be granted access via unique user IDs and passwords to address reported concerns promptly.

Furthermore, the system shall allow end users to reopen tickets that have not been satisfactorily resolved. It shall capture detailed information regarding the issue, including a summary, description, location details, criticality, and screenshots if necessary.

The module shall categorize tickets and update request categories accordingly. Upon submission, the system shall automatically generate a Unique Service Request number,

facilitating easy tracking of the request status by end users. Support engineers shall be able to search and view tickets closed by specific engineers.

The Technical Support Management module shall allow support engineers to add frequently asked questions to the knowledge base and escalate tickets to technical support engineers if issues cannot be resolved at their level. It shall also send alerts (SMS/Email) to callers upon ticket registration and closure, ensuring efficient communication throughout the support process.

15.4.8.3 Integrations

The envisaged solution shall be integrated with the following services:

- Payment Gateway
- SMS Gateway
- E Mail
- DSC

15.4.8.4 Data Migration

The existing data needs to be migrated to the new system. The authenticated data, on a compatible format recommended by the selected SI, shall be provided by SPFO. Wherever SPFO is unable to provide the digitised data of the above modules, the solution provider should design a user-friendly data entry interface for the data entry operators of SPFO to input the required information.

15.4.8.5 Non-Functional Requirements

System should support Non-Functional Requirements related to Performance, Reliability, Security, Scalability, Usability etc.

(a) Reliability

This has an impact on the run-time behaviour of the system. It can be considered under two separate headings:

- Availability - is the system available for service when requested by end-users.
- Failure rate - how often does the system fail to deliver the service expected by end-users.

(b) Security

Security is a prime requirement of the system. These security requirements are the common, minimum requirements that will apply to the system and all associated applications:

- The system shall comply with a designated policy for the processes of secure data disposal from the system.
- Sensitive data transmission and all administrative activities in the system must be done in a secure channel (SSL).
- Developers must develop the system security in focus (SQL Injection, Cross Site Scripting etc.) while developing the web functionalities. Developer must adopt appropriate architecture and design guideline to avoid such of web vulnerabilities.
- The system must provide transparent and automated security management, security policy enforcement and automated password resets. These features shall significantly reduce the ongoing administration and management costs associated with web portal security. Without transparent and automated security management processes, the burden of administration for both end users and administrators would quickly grow unmanageable, and the system would not scale.
- A range of web transactions will need to be secured in order that users' personal details are not exposed to inappropriate view. Where personal data is collected, there shall be appropriate data protection notices provided to raise awareness on how that personal data will be processed. This shall be reinforced with an accessible Data Protection Policy Statement.
- The system shall meet Information Security Management requirements as detailed in ISO 27001. This will require a full risk assessment of the system implementation and the identification of suitable counter-measures where indicated.
- There must be adequate and current anti-virus provision, including an anti-virus filter for all incoming and outgoing data.
- The system shall provide access for authorized users while screening out those who do not have access to view confidential data.

(c) Language Support

Selected Bidder should develop the web portal which supports the bilingual language (English and Hindi) with input/saved/output data as per localisation guidelines and the latest UNICODE standard.

(d) Usability

Usability is concerned with specifying the user interface and end-user interactions with the system. Usability incorporates well-structured user manual, informative error messages, help facilities and consistent interfaces enhance usability.

15.4.9 Proposed Approach & Methodology

The project scope for the selected Solution Provider includes Requirements Study, Design, Development, Testing, Implementation and Maintenance of a Workflow Enabled Process Automation" in The Seamen's Provident Fund Organization (SPFO). The features of the envisaged system shall be designed in accordance with the standard technical specifications and industry best practices.

The Solution Provider shall be entirely responsible for implementing the right solution which satisfies all features, functions and performance as described in the document. The Solution Provider shall be responsible for design, development, and implementation of the proposed solution. The solution proposed by the Solution Provider shall comprise of automation of the key functional, financial, and managerial areas of SPFO and needs to be implemented on a time bound manner with the following key modules.

The following outlines the scope of work to be performed by the Solution Provider to execute the project.

15.4.10 Broad Scope

The broad scope of the proposed project work shall be as follows: -

- Detailed Study to understand the User Requirements
- Preparation and Submission of Software Requirement Specifications (SRS)
- Design, Develop / Customize & Implement the Software Modules as per approved SRS
- Provide Support for User Acceptance Testing
- Provide End User Training at SPFO, Mumbai
- Provide System Administration Training to persons nominated by SPFO at SPFO, Mumbai.
- Cloud Hosting of the Application at the DC & DR of a Tier III or above Data Center
- Integration with third party applications
- Migration of existing data
- Initial User Configuration of the implemented solution

- Facilitate Security Audit Certification of the Software by a CERT-IN empanelled Agency and take remedial actions to clear any vulnerability listed as per the audit.
- Provide Warranty Support for initial 12 Months from the date of Go Live
- Provide AMC Support for 24 months after warranty period.

g) Provide Onsite Technical Support for 36 Months at SPFO, Mumbai.

- Provide Helpdesk support service.
- Provide User Manual
- Provide all required Product Licenses to implement the Solution on the Server, if any

The bidder shall be required to independently arrive at the methodology, based on globally acceptable standards and best practices, suitable for SPFO.

The bidder's involvement is expected to be spread across a period of 36 months (extendable with mutual agreement for further period) from the date of go live of the application. SPFO may extend the technical support services (after the initial 36 months period), if required.

i. Requirement Study

The Solution Provider shall perform the detailed assessment of the solution requirements in line with the functional requirements specified in this document. Based on the understanding and its own individual assessment, Solution Provider shall prepare & finalize the Software Requirements Specification (SRS) in consultation with SPFO. While doing so, Solution Provider is expected to do the following:

- The Solution Provider shall liaise with SPFO.
- The Solution Provider shall translate all the requirements mentioned in this document into System Requirements
- The Solution Provider shall follow standardized template for capturing detailed requirements.
- The Solution Provider must maintain traceability matrix from SRS stage through implementation till completion of the contract and handover to SPFO.

ii. Design

The Solution Provider shall design the solution architecture and specifications for meeting the exact requirements / desired output of SPFO. The Solution Provider shall be entirely

responsible for the design and architecture of the system that satisfies all requirements of SPFO as specified in this document including sizing of the required hosting infrastructure. As part of the project deliverables, the Solution Provider shall submit copies of both high level and low-level design documents.

iii. Development

The Solution Provider shall identify, design, and develop components / functionalities that are required to address the SPFO's requirements mentioned in this document. The Solution Provider shall provide the following documents along with the developed components:

- User Manual
- Training Manual
- Frequently Asked Questions (FAQ) guides.

iv. Testing

The Solution Provider shall design the testing strategy including test cases and conduct testing of various components of the solution configured/ customized. The solution testing shall at least include Unit Testing, System Integration Testing, Performance Testing, and User Acceptance Testing (UAT).

v. User Acceptance Testing (UAT) & Go-Live

After completion of the development of the application, the beta version of the developed software shall be hosted on a staging server. The user roles for conducting the UAT shall be configured by the Solution Provider and requisite access shall be provided to the testing team nominated by SPFO. UAT shall be conducted by SPFO with the support of Solution Provider. The Solution Provider shall be responsible for:

- Preparation and submission of test strategy, test cases and test results
- Hosting of the beta version of the developed software on a staging environment
- Configuration of user roles and privileges for the testing team nominated by SPFO.
- Demonstration of module-wise functionalities/ features to SPFO users
- Provide support to SPFO and its designated authorities for conducting the user acceptance testing.
- Rectification of any issues/ bugs/ and improvements/ minor changes within the scope of approved SRS (if any) during the UAT without any additional cost.
- Gather user acceptance sign off for the software from SPFO.

vi. Software Installation & User Configuration

Once the software is accepted and signed off by SPFO, the Solution Provider shall deploy this version of the software on a central server. All the master data shall be set up as part of the installation process. User roles and privileges shall be configured and necessary access to authorised users shall be provided.

vii. Training

The Solution Provider is required to conduct 3 days end user training for sixty people with a batch size of twenty people (approx.) on the operational aspects of the application.

- The Solution Provider shall also conduct one day system administration training to three persons nominated by SPFO.
- The schedule / training calendar and the training material for imparting training shall be developed by the Solution Provider in consultation with SPFO.

viii. Security Audit

The Solution Provider needs to ensure that the solution is in compliance with the CERT-In Security Policy and Guidelines.

- The Solution Provider shall appoint CERT-In empanelled auditor who shall be responsible for performing the Security Audit of the solution.
- The third-party agency shall conduct audit and all necessary technical support shall be extended by the Solution Provider to fix nonconformities / to include recommendations suggested by the audit agency.
- The cost of audit & rectification of non-compliances shall be borne by the Solution Provider.
- The Solution Provider shall coordinate with the CERT-In empanelled firm for security audit.
- Carryout security audit within three months of go-live of the application and obtain the safe-to-host certification.
- Subsequently periodic audits shall be conducted once in every year throughout the project period.

ix. Operations & Maintenance Support

Operation & Maintenance includes, but not limited to, production monitoring, troubleshooting, and addressing the functionality, availability, and performance issues, implementing the system change requests etc. The Solution Provider shall keep the

application software in good working order; perform changes and upgrades to applications as requested by the SPFO team. The various activities to be covered as part of the O&M support are as follows:

A. Warranty Support

The warranty support for the software shall be for a period of 12 months from the date of sign off / live run of the software. Any Bugs / Software Errors identified and reported by SPFO, in the software application provided by the Solution Provider shall be covered in the warranty period. Performance tuning & security updates required, also shall be carried out during the warranty period. The Solution Provider shall ensure trouble free and smooth functioning of the software as part of the warranty support.

B. AMC Support

On expiry of initial 12 months warranty, another 24 months AMC support for the software shall be provided by the Solution Provider. Any Bugs / Software Errors identified and reported by SPFO in the software application provided by the Solution Provider, shall be covered in the AMC period. Performance tuning & security updates required, also shall be carried out during the AMC period. The Solution Provider shall ensure trouble free and smooth functioning of the software as part of the AMC support.

C. Technical Support (Onsite)

Onsite technical support shall be provided by the Solution Provider by deploying a dedicated team of three persons for a period of 36 months. Once the Software is implemented, technical support services shall be commenced. Since this is a centralized solution, accessible over the web, support personnel shall be positioned at a centralized location SPFO, Mumbai during onsite period.

D. Change Management

Considering the scope and criticality of the project, it is very usual to anticipate changes in business logic frameworks. In such scenarios, there may be a need of modification of the software modules beyond FRS/SRS/Scope document agreed initially. It may also be required to develop new software modules beyond the coverage of FRS/SRS/Scope document. The initial estimated scope for **changes is limited to 20-man months**.

The activities that will be treated as enhancement/modification services can be broadly categorised as below:

- Functional changes in the application
- Development of new module/sub-module/Form/Report on the system in use
- Changes in the workflow or core application framework
- Integration with any new third-party application

h) Augmentation of technical support resources (onsite), if required

The procedure for executing the change request is as follows:

- **Analysis:** Solution Provider shall analyse the changes suggested and submit an effort estimation to SPFO that includes quantification of manpower, timeline, and cost.
- **Approval:** SPFO shall do the due diligence and provide approval on the effort estimation submitted by Solution Provider.
- **Incorporation:** After receiving the approval from SPFO, Solution Provider shall incorporate the changes in the application.
- **Closure:** On approval, Solution Provider shall deliver the services and submit the claim for payment at actuals.

x. **Adherence to Standards**

The system shall comply with the relevant industry standards (latest versions as on date) wherever applicable. This will apply to all aspects of the 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 user sections etc.). Also considering the need for loose/tight integration with backend system of other sections depending on individual service processes, the solution architecture shall be devised to cater to the evolving requirements of SPFO.

A reference list of the minimum industry standards which the system components should adhere to is as mentioned below:

#	Component	Standards
1.	Information Access / Transfer Protocols	SOAP, HTTP/HTTPS
2.	Interoperability	Web Services, Open Standards
3.	Portal Development	W3C Specifications
4.	Document encryption	PKCS specification
5.	Information Security	ISO 27001 certified System
6.	Operation	ISO 9001 Certified

#	Component	Standards
7.	Service Management	ISO 20000 specifications or latest
8.	Project Documentation	IEEE/ISO Specifications for documentation
9.	Data Standards	All-important data entities should be in line with standards published by DeITY.

xi. Security, Integrity & Confidentiality

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.

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.

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.

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.

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.

xii. Exit Plan

The Solution Provider shall provide systematic exit plan and conduct proper knowledge transfer process to handover operations to SPFO’s technical team at least 6 months before project closure. IT resource persons of SPFO shall work closely with resource persons of Solution Provider to get a thorough understanding of the testing, staging and production environment during knowledge transfer phase. All knowledge transfer details should be documented and possibly recorded. The Solution Provider shall ensure capacity building of the IT resource persons of SPFO for sustained maintenance of the software.

However, considering the limited availability of skilled resources, SPFO may consider extending the period of contract with the Solution Provider for a period of 2-3 years.

xiii. Project Documentation

The Solution Provider shall share below list of documents with SPFO during the project contract period.

- System Requirement Specifications documents
- System Design Document
- Test cases and Reports
- User Manual
- Training Manual
- Security Audit Certificate

15.4.11 Expected Project Timeline

Based on the scope identified for the project, the following section will provide the delivery schedule and deliverables.

The present project development shall be for a period of 9 months. The O&M will be for a period of 36 months from the date of Go-Live.

Sl. No.	Activity	Timeline (Weeks)
1.	Kick-off presentation	T = 0
2.	Submission of Project charter including: <ul style="list-style-type: none">• Detailed Project Plan with work breakdown structure• Delivery schedule• Key milestones• Resource deployment• Change & communication management plan• Change Request Plan• Exit management plan• Draft SRS template	T+ 0.5 Months
3.	Requirement Gathering and Analysis	T+ 2 Months
	Conduct Requirement study	
	Analyze requirements and create a software requirement specification document.	

	Review and approval for SRS document	
4.	Planning and Design	T+3 Months
	Design the overall system architecture	
	Create and submit high-level and low-level design documents	
5.	Development completion of the Solution	T+8 Months
	Develop application software based on the approved SRS	
6.	Release of Beta Version of the Software	T+10 Months
	Release Beta version of the software	
	Completion of User Acceptance Test	
7.	User Training and Documentation	T+11 Months
	Conduct training sessions for end-users	
8.	Security Audit	T+11 Months
9.	Deployment and Go-Live	G=T+12 Months
	Deploy the solution in the production environment	
	Monitor System performance and address any immediate issues	
	Go-Live with the new software	
10.	Warranty Period	G1=G+12 months
11.	AMC	G2=G1+24 months

15.4.12 Deliverables

The deliverables for the project are:

- Project charter should cover the following:
 - Detailed Project Plan with work breakdown structure
 - Delivery schedule
 - Key milestones
 - Resource deployment
 - Change & communication management plan

- Change control procedure
- Change Request Plan
- Exit management plan
- Draft SRS template
- Software Requirement Specifications (SRS)
- Software Design Document
- Beta Version of Software
- Final Version of Software along with Source Code in Soft Copy
- User Manual (2 copies in digital media)
- Training manual (2 copies in digital media)
- System Administration Manual (2 copies in digital media)
- Installation and initial user configuration on the designated central server
- Installation and configuration on the disaster recovery (DR) server
- End User Training
- System Administration Training
- Obtaining security audit for the solution from CERT-IN empanelled agency
- Warranty Support for a period of initial 12 months from the date of go live
- AMC Support for a period of 24 months on expiry of initial warranty
- i) Technical Support for a period of 36 months

15.4.13 Technology

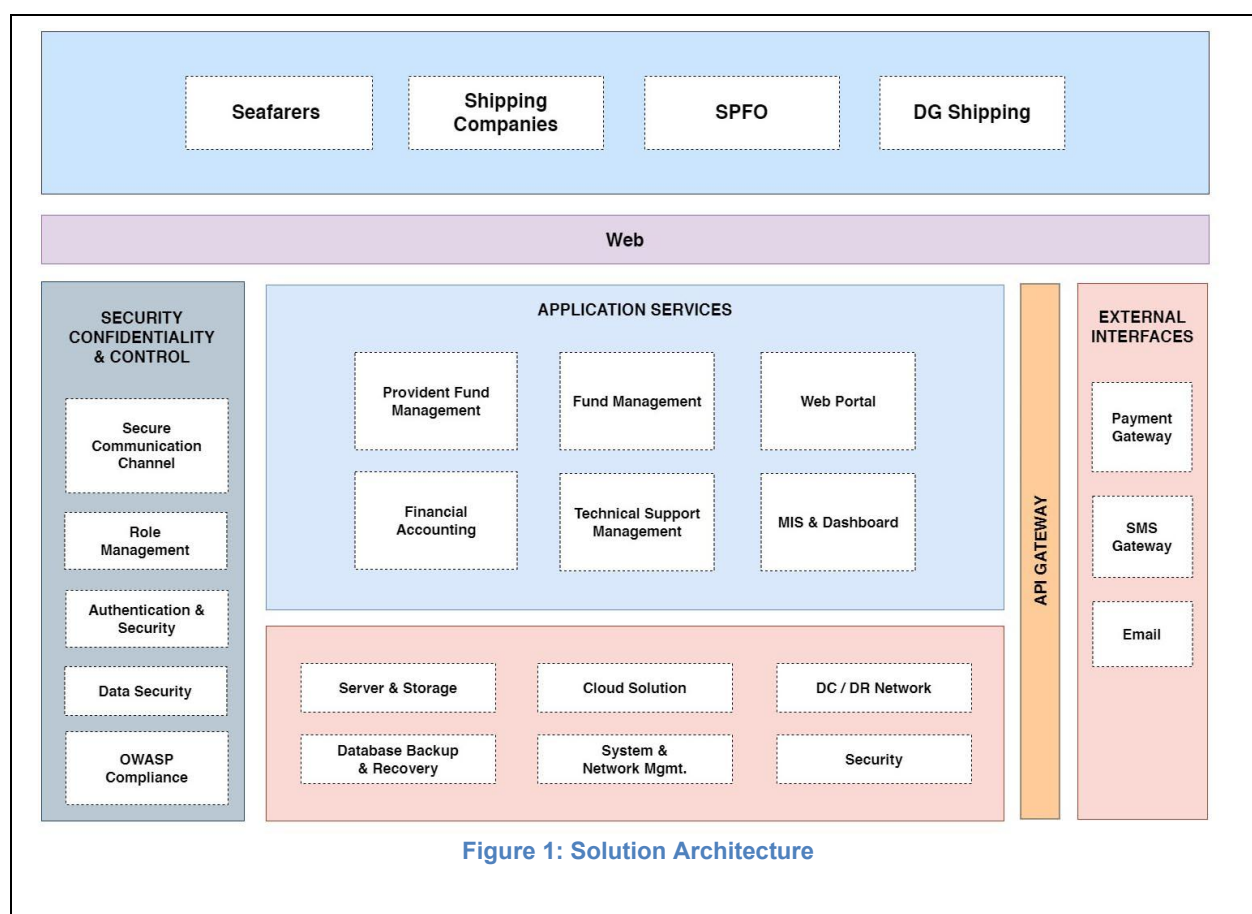
The Solution provider shall be entirely responsible for implementing the right solution which satisfies all features, functions and performance as described in the document. The Solution provider shall be responsible for design, development, and implementation of the proposed solution. SPFO do not have any specific Technology preference for implementing the proposed project. The Solution Provider may recommend a cost effective, easy to use and maintain, solution technology to customize/ develop the functional requirements as elaborated in the subsequent sections.

The solution provider shall provide all required licenses for Customization/ Development, Hosting, User Acceptance Testing, Implementation, Training, Helpdesk Tools etc.

15.4.14 Third-Party Proprietary Tools

It is to be noted that the solution provider is mandated to provide the licenses for all the third party proprietary tools only on successful completion and acceptance of the software modules by SFPO For the UAT, the solution provider shall deploy the solution on a staging server at its own cost including all licenses thereof during the initial demo, UAT and final acceptance by SPFO.

15.4.15 Solution Architecture



15.4.16 Technical Architecture

The solution architecture must ensure scalability, flexibility, modularity, and high availability. It should adopt modern design principles like microservices, API-first development, and containerization while aligning with Government of India’s cloud-first and digital-by-default policies.

15.4.17 Application Hosting Infrastructure

As the envisaged solution is centralized and web based, it shall be required to have a central server to host the application. Considering the critical nature of the information, the solution shall be cloud hosted with any of the **MEITY approved Tier III data centres in the country.**

The final application shall be **hosted at the central cloud server hired by the Solution Provider.** The Disaster Recovery Server shall also be equipped with necessary tools/services in order to take real time data backups in a cloud-based DR facility. Also, it is recommended to avail the DR facility at another seismic zone.

15.4.18 Recommended Configuration at DC

Web Server	8 VCPU
	32 GB RAM
	500 GB SSD Storage
Application Server	16 VCPU
	64 GB RAM
	1 TB SSD Storage
Database Server	16 VCPU
	128 GB RAM
	1 TB SSD Storage
Training/Test/Demo Server	8 VCPU
	32 GB RAM
	500 GB SSD Storage
Report/ Analytics Server	16 VCPU
	128 GB RAM
	500 GB SSD Storage

15.4.19 Recommended Configuration at DR

Web / Application / Database Server	16 VCPU
	64 GB RAM
	1 TB Storage

15.4.20 Roles and Responsibilities

The following are the roles and responsibilities.

15.4.20.1 Responsibility of SPFO:

- Nominate a nodal officer who will be the single point of contact for the project.
- Nominate a project implementation committee comprising of relevant stakeholders.
- Provide information on Business Process / Domain details to the Solution Provider.
- Provide verified, validated, and authenticated legacy data in soft copy for migration to the new system.
- Provide and validate all user requirements.
- Review the deliverable (interim and final) submitted by the Solution Provider.
- Nominate users for training.

- Approval of Software Requirement Specifications (SRS) Document
- Conduct UAT with the support of Solution Provider
- Provide sign off for the software.
- Provide coordination and support to the Solution Provider for the smooth implementation and maintenance of the project.
- Ensure connectivity, client-side hardware to SPFO users.
- Timely release of payments to the Solution Provider based on the completion of set milestones.

15.4.20.2 Responsibility of Solution Provider

- Nominate a nodal officer who will be the single point of contact for the project.
- Allocate a project team for requirements gathering design & development, testing, implementation, and maintenance of the project.
- Participate in Review Meetings conducted by SPFO.
- Identify and escalate issues/risks and provide the mitigation plan.
- Prepare and submit the Project Deliverables within a defined timeline.
- Install/configure/deploy all the components of the system.
- Provide detailed training plan to SPFO and train the personnel identified by SPFO.
- Ensure UAT readiness of the software & provide support for UAT.
- Ensure completeness of the solution with respect to requirements and performance
- Facilitate hosting infrastructure (DC & DR) for deployment of the software.
- Engage CERT IN empanelled agency to conduct third party security audit and obtain safe to host certificate.
- Deploy and manage requisite support resources during the implementation and support phase.
- Execution of exit plan and smooth handover of the project

15.5 Payment schedule

The bidder alone shall invoice all payments only after receiving due approval / acceptance of Deliverables / Services / Goods from DGS or any nominated agency.

The following shall be the payment terms for software and related services.

Sl. No.	Stage	Payment (%)
Software & Related Services		
I	Software Product Licenses (If Any)	
	On Delivery	60%
	On Deployment, Commissioning & Acceptance of Software Application by SPFO	40%
II	Software Application	
	Submission and Acceptance of Project Charter	5%
	Submission of SRS	20%
	Installation and Demonstration of Beta Version	30%
	Completion of User Acceptance Testing	20%
	Installation of Final Version / Go Live	25%
III	One Time Installation, Initial User Configuration, User Setup	
	On Completion	100%
IV	End User Training	
	On Completion	100%
V	System Administration Training	
	On Completion	100%
VI	Data Migration	
	On Completion	100%
VII	Application Hosting	
	Quarterly in advance (for each quarter)	100%
VIII	Security Audit	
	On Completion and Submission of Safe-to-Host Certificate	100%

IX	Onsite Technical Support	
	Quarterly on Completion (for each quarter)	100%
X	AMC	
	Half Yearly Advance (for every six months)	100%
XI	Change Management	
	On Completion	100%

j)

15.5.1 Terms of payment

- In consideration of the obligations undertaken by the bidder under this Agreement and subject to the provisions of this Agreement, DGS shall pay the bidder for successful delivery of Services / Deliverables / Goods and System in pursuance of this Agreement, in accordance with the Terms of Payment Schedule set out in this clause.
- DGS shall not be required to make any payments in respect of the Services, Deliverables, obligations and scope of work mentioned in the RFP and Agreement other than those covered in the table as per Payment Schedule. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of performance of obligations under the RFP and Agreement including consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including taxes which are addressed in this Clause.
- TDS shall be deducted on all the payments made to the selected vendor on the rates as specified by Govt.
- Payment of taxes and other applicable Government levies will be made according to the rules and regulations as existing on the date of the payment.
- Payments shall only be made in Indian Rupees.
- The contractor shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in Contract and a manner as also specified therein.
- While claiming payment, the contractor is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor for claiming that payment has been fulfilled as required under the contract.

- Payments shall be made promptly by the Procuring Entity, but in no case later than forty-five (45) days after submission of a valid invoice by the Contractor. In the event that the Procuring Entity fails to make any payment by its respective due date or within the period set forth in the Contract, the Procuring Entity shall pay to the Contractor interest on the amount of such delayed payment at the rate(s) specified in the SCC for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

15.5.2 Invoicing and settlement

- The bidder shall submit its invoices in accordance with the following principles:
 - Generally, and unless otherwise agreed in writing between the Parties, the bidder shall raise an invoice as per scheduled payment milestones; and
 - Any invoice presented in accordance with this Clause shall be in a form agreed with DGS.
- The bidder alone shall invoice all payments only after receiving due approval / acceptance of Deliverables / Services / Goods from DGS or any nominated agency. Such invoices shall be correct and accurate and shall be raised in a timely manner.
- Subject to accomplishment to obligations of bidder and delivery of Deliverables / Services / Goods to the satisfaction of DGS, payment shall be made by DGS within 45 working days of the receipt of invoice along with supporting documents.
- Not with standing anything contained in the above mentioned clause, DGS shall be entitled to delay or withhold payment of any invoice or part of it where DGS disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. A notice of such withholding shall be provided within 10 days of receipt of the applicable invoice.
- The bidder shall be solely responsible to make payment to its personnel, sub-contractors, OEMs, third parties.

15.5.3 Taxes

- DGS shall be responsible for withholding taxes from the amounts due and payable to the bidder wherever applicable under extant law. The bidder shall pay for all taxes in connection with this Agreement, SLAs, scope of work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties

- DGS shall provide the bidder with the original tax receipt of any withholding taxes paid by DGS or its nominated agencies on payments under this Agreement within reasonable time after payment. The bidder agrees to reimburse and hold DGS or its nominated agencies harmless from and against any claims, losses, expenses (including attorney fees, court fees) etc. arising out of deficiency (including penalties and interest) in payment of taxes that is the responsibility of the bidder.
- If, after the date of this Agreement, there is any unforeseen change in the levies or rate of levy under the applicable laws of India with respect to indirect taxes and duties, which are directly payable by the bidder for providing the Deliverables/Services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the bidder in performing the Services, then the remuneration and reimbursable expense otherwise payable by the DGS under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made. However, in case of any new or fresh tax or levy imposed after submission of the proposal, the bidder shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

15.5.4 Adherence to Deliverables

- The bidder has to deliver the deliverables mentioned in Deliverables Schedule to DGS as part of an assurance to fulfil the obligations under the SLA. The table given in Project Timeline & Deliverables Schedule may not be exhaustive and bidder is responsible to provide all those deliverables which may be specified in this RFP but not listed here and those agreed by bidder in response to any request from DGS. The timelines for producing each of these deliverables will be in line and closely linked with the overall project timelines.
- Any conflict with respect to project and/or deliverable timelines will have to be resolved by bidder in consultation with DGS and / or its designated agencies and approved by DGS. Thereafter the approved timelines will have to be adhered to by bidder, unless specified otherwise. It is to be noted that upon completion of Go-live, bidder is required to submit all the updated system design documents, specifications, source code, application deployment files, user manuals, administration manuals and all other applicable deliverables listed in Deliverables Schedule.

16 SECTION VII – TERMS OF REFERENCE FOR SWFS

16.1 ORGANIZATIONAL BACKGROUND OF DGS

The Directorate General of Shipping (DGS), an attached office of the Ministry of Ports, Shipping and Waterways, Govt. of India, deals in matters relating to merchant shipping. The DGS deals with all matters concerning the Maritime Administration, Maritime Education and Training, development of Shipping Industry and other related subjects.

This Directorate deals with implementation of shipping policy and legislation so as to ensure the safety of life and ships at sea, prevention of marine pollution, promotion of maritime education and training in co-ordination with the International Maritime Organization, regulation of employment and welfare of seamen, development of coastal shipping, augmentation of shipping tonnage, Examination and certification of Merchant Navy Officers, Supervision and Control of the allied departments and officer under its administrative jurisdiction.

The details about DGS and its functions are available at website <https://www.dgshipping.gov.in>

16.2 ORGANIZATIONAL BACKGROUND OF SEAFARER'S WELFARE FUND SOCIETY (SWFS)

The Seafarers' Welfare Fund Society (SWFS) was established following the recommendations of a Special Sub-Committee set up by the National Welfare Board for Seafarers, as per the provisions of the Merchant Shipping (M.S.) Act, 1958. The primary objective of SWFS is to provide welfare facilities for seafarers and undertake initiatives that contribute to their well-being, including support for aged, invalid, distressed, or destitute seafarers and their families.

The general management and control of the Society's affairs are vested in the Committee of Management (CoM), with all members nominated or appointed by the Ministry of Ports, Shipping, and Waterways (MoPSW). The Director General of Shipping serves as the ex-officio Chairman of the Society.

SWFS operates under the administrative control of the MoPSW through the Committee of Management, which represents various stakeholders within the Indian shipping industry, including:

- i. The Director General of Shipping (ex-officio Chairman).
- ii. A Vice Chairman nominated by the Chairman.

- iii. Four members, including the Member Secretary and Member Treasurer, appointed by the Central Government.
- iv. Five members representing Indian and foreign shipowners.
- v. Five members representing seafarers.

The SWFS functions as a central organization for the welfare of Indian seafarers and their families. It is registered under the Societies Registration Act, 1960, and as a Trust under the Bombay Public Trust Act, 1950. The Society's primary objectives include maintaining the Seafarers' Welfare Fund and providing pensions, gratuities, or charitable aid to employees, ex-employees, and their next of kin.

As per data from the last ten years, the number of eligible seafarer beneficiaries for various funds is as follows:

Welfare Fund	Eligible seafarer beneficiaries are around 3900 from last 10 years data.
Gratuity Fund	Eligible seafarer beneficiaries which are around 6500 from last 10 years data.
Admin Fund	For salaries and office related expenses.

SWFS Existing Schemes

1. Welfare Schemes:

- (i) **Survival Benefit Scheme:** For nominees of deceased Indian seafarers who died during the off-article period.
- (ii) **Invalidity Benefit Scheme:** For Indian Seafarers suffering from permanent disability.
- (iii) **Maternity Benefit Scheme:** For Indian female Seafarers.
- (iv) **Old Age Benefit Welfare Scheme:** For Indian seafarers.
- (v) **Family Benefit Welfare Scheme:** For Indian seafarers.
- (vi) **Ex-Gratia Assistance** on Death.
- (vii) **Welfare Scheme under 'Azadi Ka Amrit Mahotsav':**
 - One-time financial assistance to spouses of deceased seafarers.
 - Support for super senior Indian seafarers (aged 75 years and above).
- (viii) **Grant-in-Aid:** Provided to Seamen's Clubs under the control of the Principal Officer, Mercantile Marine Department (PO-MMD).

Currently, seafarers must manually submit applications for these welfare schemes. Forms are downloaded from the website and submitted to the SWFS office via post, courier, or in person. The eligibility of applicants is then manually verified against an approved checklist before benefits are processed.

2. Gratuity Scheme:

Under a bi-partite agreement between the Indian National Shipowners' Association (INSA) and Seafarers' Unions, arrangements for seafarers' gratuity deposits have been made. Indian shipping companies and their manning agents deposit the gratuity amount for rating seafarers with SWFS on a voyage-to-voyage basis. The SWFS serves as the custodian of these funds.

The deposited gratuity amount is recorded under each seafarer's individual account in the 'Gratuity System Software.' Upon retirement, voluntary retirement, or cancellation of the Continuous Discharge Certificate (CDC) book, the seafarer can submit a claim for gratuity withdrawal. The accumulated amount, along with interest, is then disbursed accordingly.

The Seafarer's Gratuity Fund is invested as per the Ministry of Finance's investment guidelines. Five percent of the interest income earned on gratuity fund investments is transferred to the Administration Fund for managing seafarers' gratuity accounts. The remaining interest income is credited to individual seafarers' accounts based on the interest rate approved by the Committee of Management.

As of now, SWFS manages the gratuity accounts of approximately 80,000 seafarers, a number expected to rise to 100,000 following the inclusion of officers' rank seafarers in the scheme, effective March 1, 2024.

16.3 SCOPE OF WORK FOR SWFS

16.3.1 Existing IT Systems

The SWFS has a legacy Software with limited functionalities to manage the Gratuity scheme and the Welfare schemes. However, the existing software has limited functionalities and are designed and developed on older technologies. Further, most of the core activities are still handled manually. Regarding the utilization of welfare schemes, applicants are required to apply manually, and there is currently no existing software system for this purpose. For the purpose of maintaining accounts, Tally ERP solution is used.

16.3.2 Envisaged Project

In order to intent of implementing a robust Software Solution, SWFS proposes to streamline its current systems and core activities by leveraging Digitization across various sections of the organization. The main objective of the project is to automate key activities of Seafarer's

Welfare Fund Society. This shall include most of the key functional, financial, and managerial areas of the organisation along with a web portal.

The project is a strategic initiative by SWFS to enhance its operational effectiveness by embracing automation of its core activities. The existing system, predominantly managing Gratuity and Welfare schemes, faces several limitations due to outdated software and partial manual processes. Recognizing the need for automation, the project aims to mitigate these challenges, streamline operations, and reduce manual efforts. Upgrading to a modern, automated system is imperative for improving overall efficiency, minimizing errors, and providing a user-friendly experience for all the stakeholders involved.

16.3.3 Objectives of Software & Related Services

SWFS would like to achieve the following as an outcome of successful implementation of the project.

- Efficient & transparent delivery of services
- Ensuring the Financial Benefits to the Eligible and Needy Beneficiaries are disbursed on time.
- Efficient compliance monitoring
- Faster communication
- Increased transparency
- Minimize the risk of errors inherent in manual processes, particularly in financial matters.
- Reduction in operational cost and turnaround times
- Overall Transformation of SWFS

16.3.4 Key Stakeholders

The main stakeholders of the project are listed below:

- Seamen's Welfare Fund Society (SWFS)
- DG Shipping
- Shipping Companies
- Seafarers

16.3.5 Project Scope

In order to streamline its current systems and core activities by leveraging Digitization across various sections of the organization, SWFS envisage to implement a robust Software Solution. The main objective of the project is to automate key activities of Seafarer's Welfare Fund Society. This shall include most of the key functional, financial, and managerial areas of the organisation along with a web portal.

The project is a strategic initiative by SWFS to enhance its operational effectiveness by embracing automation of its core activities. The existing system, predominantly managing Gratuity and Welfare schemes, faces several limitations due to outdated software and partial manual processes. Recognizing the need for automation, the project aims to mitigate these challenges, streamline operations, and reduce manual efforts. Upgrading to a modern, automated system is imperative for improving overall efficiency, minimizing errors, and providing a user-friendly experience for all the stakeholders involved.

Once deployed on a centralized server, the solution shall be accessed by authorized users from anywhere with a connectivity over the internet. Users shall be able to access only those sections that are assigned to them. All other sections shall remain out of bounds. Only authorized personnel shall have access to view data and reports from the system.

The project scope for the selected Solution Provider includes Requirements Study, Design, Development, Testing, Implementation and Maintenance of the Enterprise Class Solution. The features of the envisaged system shall be designed in accordance with the standard technical specifications and industry best practices. The Solution Provider shall be entirely responsible for implementing the right solution which satisfies all features, functions and performance as described in the document. The Solution Provider shall be responsible for design, development, and implementation of the proposed solution. The solution proposed by the Solution Provider shall comprise of automation of the key functional, financial, and managerial areas of SWFS and needs to be implemented on a time bound manner.

16.3.5.1 Technology

The Solution Provider may recommend a cost effective, easy to use and maintain, solution technology to customise/ develop the functional requirements as elaborated in the subsequent sections.

The solution provider shall provide all required licences for Customisation/ Development, Hosting, User Acceptance Testing, Implementation, Training etc

16.3.6 List of Software Modules

Several Areas of Seafarer's Welfare Fund Society could benefit from Automation to improve efficiency, accuracy and overall effectiveness. Following are the list of software modules:

16.3.6.1 Functional Modules

1.Scheme Management

- Gratuity Scheme
- Welfare Schemes
 - *Survival Benefit Scheme*
 - *Invalidity Benefit Scheme*
 - *Maternity Benefit Scheme*
 - *Family Benefit Scheme*
 - *Old Age Benefit Scheme*
 - *Ex-Gratia Death Assistance*

2.Fund Management

16.3.6.2 Other Modules

3.Web Portal

4.Financial Accounting

5.Technical Support Management

6.Mobile APP

7.MIS & Dashboard

16.3.7 Module Details

The high-level list of modules and the functionalities thereof is, as listed below –

16.3.7.1 Functional Modules

i. Scheme Management

SWFS primarily manages two types of schemes. **Gratuity scheme and Welfare scheme**

a.Gratitude scheme

Gratuity scheme records are manually entered into outdated software, and reconciliations are done manually. An automated system should be developed for recording gratuity payments, reconciliation, and interest rate calculations. This system should integrate with banking and financial software.

The application for gratuity claim is received in the office either through hand delivery or through post, which is entered in the inward register by the Dealing Assistant in the Inward section and then the same, is sent to the gratuity section. The application is then entered in the system (Excel Sheet) maintained by the Gratuity section by giving serial reference number for the application. Thereafter the Senior Assistant in the section processes the application further.

An automated system should be developed with the following functionalities:

- Seafarer's to apply for gratuity claim.
- Responsible officers to record and process the applications.
- Disbursement of claim

b. Welfare schemes

Welfare schemes are also managed manually and there is no existing system available for managing the scheme activities.

Seafarers manually submit welfare scheme applications, and processing is done based on predefined criteria. An automated system can be developed that having the following functionalities:

- Seafarer's to submit application for schemes
- Responsible officers to record the applications.
- Responsible officers to scrutiny, verify and accept the application.
- Seafarer's to know the status of their applications and
- Disbursement of benefit funds to eligible applicants

ii. Fund Management

Fund Management of SWFS includes the following activities:

- Collection towards Gratuity

- Collection toward welfare schemes
- Interest on Investments
- Levy received from Government shipping office to Welfare funds
- Gratuity Payments to seafarers on retirement or on cancellation of CDC
- Investment of Amount collected towards Gratuity and Welfare Funds
- Utilisation towards Welfare schemes & ex-gratia payments
- Interest amount transferred to Nabik Griha Samiti, Kolkata
- Administrative Expenses
- Capital Procurements

Shipping companies deposit, the contributions towards both the schemes directly into the bank accounts of the society and a statement shall be shared with the Society along with remittance information. On receiving the statement, SWFS will reconcile the amount of collection and the statement and account it accordingly.

Gratuity proceeds and welfare contributions are collected in respective bank accounts and as per COM decision, amount over and above 75 lakhs (current ceiling limit) will be transferred to Fund Management account and will be used for Investments. Investments are done in accordance with the guidelines of Ministry of Finance. A Fund Manager is appointed for the investments and monthly statements are shared to Audit committee with the performance of investments. 5 % of interest income from Gratuity investment is transferred to administrative fund to meet the establishment expenses. Automation of fund management should have the following functionalities:

- Facility for shipping companies to pay the gratuity contributions and welfare scheme contributions
- Capture and record contributions from shipping companies towards gratuity and welfare schemes.
- Support direct deposit by shipping companies into the society's bank accounts.
- Facilitate shipping companies to share statements with remittance information.
- Automatic reconciliation of contributions.
- Facility for government shipping company to transfer the levy fees.

- Manage Gratuity and Welfare fund accounts separately.
- Track collections from shipping companies and levy fees.
- Implement investment management based on Ministry of Finance guidelines.
- Provide a secure mechanism to transfer funds between different accounts, such as from the main account to the Fund Management account.
- Monitor fund utilization against schemes.
- Automatically calculate and transfer 5% of interest income from the Gratuity investment to the administrative fund.
- Transfer excess funds to Fund Management Account for investments.
- Record and track capital procurements made by the society.
- Finance Management

16.3.7.2 Other Modules

i. Financial Accounting

Financial Accounting is carried out in Tally Erp 9.0 and postings are entered manually on a periodical basis. SWFS is a 12A-registered Trust under Income Tax Act and therefore Income tax is exempted. SWFS is filing GST returns (GSTR-7) as GST TDS is deducted and paid for contractual payments over and above 2.5 lakhs.

Budgets are prepared for administrative expenses and capital procurements and are processed manually. All the proceeds including revision and reappropriation is done manually. Accounts department prepare the yearly budget and put forward to Management committee for approval manually. An automated system should be developed for finance management having the following functionalities:

- Records, monitors & maintains accounting and financial information of SWFS.
- Automate Periodic Postings.
- Track income and expenses for Gratuity and Welfare funds.
- Manage GST return filings
- Facilitate preparation of yearly budget

- Facility for budget revisions and reappropriation.
- Manage Administrative expenses budget

ii. Technical Support Management

Technical support module aims at providing services through Telephone/ Email to those who request for the service/ access to information/ advice. This module provide facility to every end-user to access support ticketing system for reporting issues including doubt clearance, data correction, privileges etc.; where all the issue details will be captured and prioritized based on criticality. As per the defined timelines issues will be resolved or escalated to higher level; once resolution is provided comments and feedback will be captured. Throughout the entire process of providing the resolution, SMS/Email alerts are used to notify the end users as well as the support staff and technical support personnel.

iii. Mobile App

A Mobile App version shall also be created to manage areas like Scheme Management including Gratuity and Welfare Management. This App shall be made available on the Android platform.

iv. MIS & Dashboard

The MIS & Dashboard Module shall facilitate the authorized users to generate various MIS reports from the different modules of the solution. For effective monitoring it is required to develop a Dashboard, where based on present criteria, alerts and information shall be displayed. The Dashboard shall be available to all Senior Officials / Top Management of the organization. The information provided through the Dashboard shall be customized based on the authority of the individual officer.

16.3.8 Integrations

The envisaged solution shall be integrated with the following services:

- Payment Gateway
- SMS Gateway
- E Mail
- DSC

16.3.9 Data Migration

The existing data needs to be migrated to the new system. The authenticated data, on a compatible format recommended by the selected SI, shall be provided by SWFS. Wherever SWFS is unable to provide the digitised data of the above modules, the solution provider should design a user-friendly data entry interface for the data entry operators of SWFS to input the required information.

16.3.10 Non-Functional Requirements

System should support Non-Functional Requirements related to Performance, Reliability, Security, Scalability, Usability etc.

16.3.10.1 Reliability

This has an impact on the run-time behaviour of the system. It can be considered under two separate headings:

- Availability - is the system available for service when requested by end-users.
- Failure rate - how often does the system fail to deliver the service expected by end-users.

16.3.10.2 Security

Security is a prime requirement of the system. These security requirements are the common, minimum requirements that will apply to the system and all associated applications:

- The system shall comply with a designated policy for the processes of secure data disposal from the system.
- Sensitive data transmission and all administrative activities in the system must be done in a secure channel (SSL).
- Developers must develop the system security in focus (SQL Injection, Cross Site Scripting etc.) while developing the web functionalities. Developer must adopt appropriate architecture and design guideline to avoid such of web vulnerabilities.
- The system must provide transparent and automated security management, security policy enforcement and automated password resets. These features shall significantly reduce the ongoing administration and management costs associated with web portal security. Without transparent and automated security management processes, the burden of administration for both end users and administrators would quickly grow unmanageable, and the system would not scale.

- A range of web transactions will need to be secured in order that users' personal details are not exposed to inappropriate view. Where personal data is collected, there shall be appropriate data protection notices provided to raise awareness on how that personal data will be processed. This shall be reinforced with an accessible Data Protection Policy Statement.
- The system shall meet Information Security Management requirements as detailed in ISO 27001. This will require a full risk assessment of the system implementation and the identification of suitable counter-measures where indicated.
- There must be adequate and current anti-virus provision, including an anti-virus filter for all incoming and outgoing data.
- The system shall provide access for authorized users while screening out those who do not have access to view confidential data.

16.3.10.3 Language Support

Selected Bidder should develop the web portal which supports the bilingual language (English and Hindi) with input/saved/output data as per localisation guidelines and the latest UNICODE standard.

16.3.10.4 Usability

Usability is concerned with specifying the user interface and end-user interactions with the system. Usability incorporates well-structured user manual, informative error messages, help facilities and consistent interfaces enhance usability

16.4 Proposed Approach & Methodology

The project scope for the selected Solution Provider includes Requirements Study, Design, Development, Testing, Implementation and Maintenance of a Workflow Enabled Process Automation" in The Seafarer's Welfare Fund Society (SWFS). The features of the envisaged system shall be designed in accordance with the standard technical specifications and industry best practices.

The Solution Provider shall be entirely responsible for implementing the right solution which satisfies all features, functions and performance as described in the document. The Solution Provider shall be responsible for design, development, and implementation of the proposed solution. The solution proposed by the Solution Provider shall comprise of automation of the key functional, financial, and managerial areas of SWFS and needs to be implemented on a time bound manner with the following key modules.

The following outlines the scope of work to be performed by the Solution Provider to execute the project

16.4.1 Broad Scope

The broad scope of the proposed project work shall be as follows: -

- I. Detailed Study to understand the User Requirements
- II. Preparation and Submission of Software Requirement Specifications (SRS)
- III. Design, Develop / Customize & Implement the Software Modules as per approved SRS
- IV. Provide Support for User Acceptance Testing
- V. Provide End User Training at SWFS, Mumbai
- VI. Provide System Administration Training to persons nominated by SWFS at SWFS, Mumbai
- VII. Cloud Hosting of the Application at the DC & DR of a Tier III or above Data Centre
- VIII. Integration with third party applications
- IX. Migration of existing data
- X. Initial User Configuration of the implemented solution
- XI. Facilitate Security Audit Certification of the Software by a CERT-IN empanelled Agency and take remedial actions to clear any vulnerability listed as per the audit.
- XII. Provide Warranty Support for initial 12 Months from the date of Go Live
- XIII. Provide AMC Support for 24 months after warranty period.
 - k) Provide Onsite Technical Support for 36 Months at SWFS, Mumbai
- XIV. Provide Helpdesk support service.
- XV. Provide User Manual
- XVI. Provide all required Product Licenses to implement the Solution on the Server, if any

The bidder shall be required to independently arrive at the methodology, based on globally acceptable standards and best practices, suitable for SWFS.

The bidder's involvement is expected to be spread across a period of 36 months (extendable with mutual agreement for further period) from the date of go live of the application. SWFS may extend the technical support services (after the initial 36 months period), if required.

16.4.2 Requirement Study

The Solution Provider shall perform the detailed assessment of the solution requirements in line with the functional requirements specified in this document. Based on the understanding and its own individual assessment, Solution provider shall prepare & finalize the Software Requirements Specification (SRS) in consultation with SWFS. While doing so, Solution Provider is expected to do the following:

- The Solution Provider shall liaise with SWFS
- The Solution Provider shall translate all the requirements mentioned in this document into System Requirements
- The Solution Provider shall follow standardized template for capturing detailed requirements.
- The Solution Provider must maintain traceability matrix from SRS stage through implementation till completion of the contract and handover to SWFS.

16.4.3 Design

The Solution Provider shall design the solution architecture and specifications for meeting the exact requirements / desired output of SWFS. The Solution Provider shall be entirely responsible for the design and architecture of the system that satisfies all requirements of SWFS as specified in this document including sizing of the required hosting infrastructure.

16.4.4 Development

The Solution Provider shall identify, design and develop components / functionalities that are required to address the SWFS's requirements mentioned in this document. The Solution Provider shall provide the following documents along with the developed components:

- User Manual
- Training manual
- Frequently Asked Questions (FAQ) guides

16.4.5 Testing

The Solution Provider shall design the testing strategy including test cases and conduct testing of various components of the solution configured/ customized. The solution testing shall at least include Unit Testing, System Integration Testing, Performance Testing, and User Acceptance Testing (UAT).

16.4.6 User Acceptance Testing (UAT) & Go-Live

After completion of the development of the application, the beta version of the developed software shall be hosted on a staging server. The user roles for conducting the UAT shall be configured by the Solution Provider and requisite access shall be provided to the testing team nominated by SWFS. SWFS will provide the test data. UAT shall be conducted by SWFS with the support of SI. The Solution Provider shall be responsible for:

- Preparation and submission of test strategy, test cases and test results
- Hosting of the beta version of the developed software on a staging environment
- Configuration of user roles and privileges for the testing team nominated by SWFS
- Demonstration of module-wise functionalities/ features to SWFS users
- Provide support to SWFS and its designated authorities for conducting the user acceptance testing.
- Rectification of any issues/ bugs/ and improvements/ minor changes within the scope of approved SRS (if any) during the UAT without any additional cost.
- Gather user acceptance sign off for the software from SWFS.

16.4.7 Software Installation & User Configuration

Once the software is accepted and signed off by SWFS, the Solution Provider shall deploy this version of the software on a central server. All the master data shall be set up as part of the installation process. User roles and privileges shall be configured and necessary access to authorised users shall be provided.

16.4.8 Training

The Solution Provider is required to conduct **three days end user training for sixty people with a batch size of twenty people (approx.)** on the operational aspects of the application.

- The Solution Provider shall also conduct one day system administration training to three persons nominated by SWFS.
- The schedule / training calendar and the training material for imparting training shall be developed by the Solution Provider in consultation with SWFS.

16.4.9 Security Audit

The Solution Provider needs to ensure that the solution is in compliance with the CERT-In Security Policy and Guidelines.

- The Solution Provider shall appoint CERT-In empanelled auditor who shall be responsible for performing the Security Audit of the solution.
- The third-party agency shall conduct audit and all necessary technical support shall be extended by the Solution Provider to fix nonconformities / to include recommendations suggested by the audit agency.
- The cost of audit & rectification of non-compliances shall be borne by the Solution Provider.
- The Solution Provider shall coordinate with the CERT-In empanelled firm for security audit
- Carryout security audit **within three months of go-live of the application** and obtain the security audit certification.
- Subsequently **periodic audits shall be conducted once in every year throughout the project period.**

16.4.10 Operations & Maintenance Support

Operation & Maintenance includes, but not limited to, production monitoring, troubleshooting, and addressing the functionality, availability, and performance issues, implementing the system change requests etc. The Solution Provider shall keep the application software in good working order; perform changes and upgrades to applications as requested by the SWFS team. The various activities to be covered as part of the O&M support are as follows:

16.4.10.1 Warranty Support

The warranty support for the software shall be for a period of 12 months from the date of sign off / live run of the software. Any Bugs / Software Errors identified and reported by SWFS, in the software application provided by the Solution Provider shall be covered in the warranty period. Performance tuning & security updates required, also shall be carried out during the warranty period. The Solution Provider shall ensure trouble free and smooth functioning of the software as part of the warranty support.

16.4.10.2 AMC Support

On expiry of initial 12 months warranty, another 24 months AMC support for the software shall be provided by the SI. Any Bugs / Software Errors identified and reported by SWFS in the software application provided by the SI, shall be covered in the AMC period. Performance tuning & security updates required, also shall be carried out during the AMC period. The Solution Provider shall ensure trouble free and smooth functioning of the software as part of the AMC support.

16.4.10.3 *Technical Support (Onsite) and Helpdesk Support*

Onsite technical support shall be provided by the Solution Provider by deploying a dedicated team of two persons for a period of 36 months, along with the Implementation Support Team. Once the Software is implemented, technical support services shall be commenced. Since this is a centralized solution, accessible over the web, support personnel shall be positioned at a centralized location SWFS, Mumbai during onsite period.

16.4.10.4 *Change Management*

Considering the scope and criticality of the project, it is very usual to anticipate changes in business logic frameworks. In such scenarios, there may be a need of modification of the software modules beyond FRS/SRS/Scope document agreed initially. It may also be required to develop new software modules beyond the coverage of FRS/SRS/Scope document. The initial estimated scope for changes is limited to 20 man months.

The activities that will be treated as enhancement/modification services can be broadly categorised as below:

- Functional changes in the application
- Development of new module/sub-module/Form/Report on the system in use
- Changes in the workflow or core application framework
- Integration with any new third-party application

I) Augmentation of technical support resources (onsite), if required

The procedure for executing the change request is as follows:

- Analysis: Solution Provider shall analyse the changes suggested and submit an effort estimation to SWFS that includes quantification of manpower, timeline, and cost.
- Approval: SWFS shall do the due diligence and provide approval on the effort estimation submitted by Solution Provider
- Incorporation: After receiving the approval from SWFS, Solution Provider shall incorporate the changes in the application.
- Closure: On approval, Solution Provider shall deliver the services and submit the claim for payment at actuals.

16.4.11 *Adherence to Standards*

The system shall comply with the relevant industry standards (latest versions as on date) wherever applicable. This will apply to all aspects of the 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 user sections etc.). Also considering the need for loose/tight integration with backend system of other sections depending on individual service processes, the solution architecture shall be devised to cater to the evolving requirements of SWFS.

A reference list of the minimum industry standards which the system components should adhere to is as mentioned below:

#	Component	Standards
1.	Information Access / Transfer Protocols	SOAP, HTTP/HTTPS
2.	Interoperability	Web Services, Open Standards
3.	Portal Development	W3C Specifications
4.	Document encryption	PKCS specification
5.	Information Security	ISO 27001 certified System
6.	Operation	ISO 9001 Certified
7.	Service Management	ISO 20000 specifications or latest
8.	Project Documentation	IEEE/ISO Specifications for documentation
9.	Data Standards	All-important data entities should be in line with standards published by DeITY.

16.4.12 Security, Integrity & Confidentiality

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.

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.

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.

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.

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.

16.4.13 Exit Plan

The Solution Provider shall provide systematic exit plan and conduct proper knowledge transfer process to handover operations to SWFS's technical team at least 6 months before project closure. IT resource persons of SWFS shall work closely with resource persons of Solution Provider to get a thorough understanding of the testing, staging and production environment during knowledge transfer phase. All knowledge transfer details should be documented and possibly recorded. The Solution Provider shall ensure capacity building of the IT resource persons of SWFS for sustained maintenance of the software.

However, considering the limited availability of skilled resources, SWFS may consider extending the period of contract with the Solution Provider for a period of 2-3 years.

16.4.14 Project Documentation

The Solution Provider shall share below list of documents with SWFS during the project contract period.

- System Requirement Specifications documents
- Test Plans, Test cases and Reports
- Issue Logs
- User Manual
- Training Manual
- Report of Security Audit & Safe-to-Host Certificate

16.4.15 Expected Project Timeline

Based on the scope identified for the project, the following section will provide the delivery schedule and deliverables.

The present project development shall be for a period of 6 months. The O&M will be held for a period of 36 months from the date of Go-Live.

I. No.	Activity	Timeline (Months)
1.	Kick-off presentation and/or duly signed agreement	T = 0
2.	Submission of Project charter including: <ul style="list-style-type: none"> • Setting up of PMIS • Detailed Project Plan with work breakdown structure • Delivery schedule • Key milestones • Resource deployment m) Change & communication management plan <ul style="list-style-type: none"> • Change Request Plan • Exit management plan • Draft SRS template 	T+0.5 Months
n)	Requirement Gathering and Analysis (Solution Provider)	T+ 2 Months
	Conduct Requirement study	
	Analyze requirements and create a software requirement specification document.	
	Review and approval for SRS document	
3.	Planning and Design	T+3 Months
	Design the overall system architecture	
	Create and submit high-level and low-level design documents	
	Development completion of the Solution	T+8 Months
	Develop application software based on the approved SRS	
o)	Release of Beta Version of the Software	T+10 Months
	Release Beta version of the software	

	Completion of User Acceptance Test	
p)	User Training and Documentation	T+ 11 Months
	Conduct training sessions for end-users	
q)	Security Audit	T+ 11 Months
r)	Deployment and Go-Live	
	Deploy the solution in the production environment	T+12 Months
	Monitor System performance and address any immediate issues	
	Go-Live with the new software	
4.	Warranty Period	G1=G+12 months
5.	AMC	G2=G1+24 months

16.4.16 Deliverables

The deliverables for the project are,

- Project charter should cover the following:
 - Setting up of PMIS
 - Detailed Project Plan with work breakdown structure
 - Delivery schedule
 - Key milestones
 - Resource deployment
- s) Change & communication management plan
 - Change Request Plan
 - Exit management plan
 - Draft SRS template
- Software Requirement Specifications (SRS)
- Beta Version of Software
- Final Version of Software along with Source Code in Soft Copy
- User Manual (2 copies in digital media)

- Training manual (2 copies in digital media)
 - Video Help (2 copies in digital media)
 - Installation and initial user configuration on the designated central server
 - Installation and configuration on the disaster recovery (DR) server
 - End User Training
 - System Administration Training
 - Obtaining security audit for the solution from CERT-IN empanelled agency
 - Warranty Support for a period of initial 12 months from the date of go live
 - AMC Support for a period of 24 months on expiry of initial warranty
- t) Onsite Support for a period of 36 months
- u) Helpdesk Support for a period of 36 months

16.4.17 Technology

The Solution provider shall be entirely responsible for implementing the right solution which satisfies all features, functions and performance as described in the document. The Solution provider shall be responsible for design, development, and implementation of the proposed solution. SWFS do not have any specific Technology preference for implementing the proposed project. The Solution Provider may recommend a cost effective, easy to use and maintain, solution technology to customize/ develop the functional requirements as elaborated in the subsequent sections.

The solution provider shall provide all required licenses for Customization/ Development, Hosting, User Acceptance Testing, Implementation, Training, Helpdesk Tools etc.

16.4.18 Third-Party Proprietary Tools

It is to be noted that the solution provider is mandated to provide the licenses for all the third party proprietary tools only on successful completion and acceptance of the software modules by SWFS. For the UAT, the solution provider shall deploy the solution on a staging server at its own cost including all licenses thereof during the initial demo, UAT and final acceptance by SWFS.

16.4.19 Solution Architecture

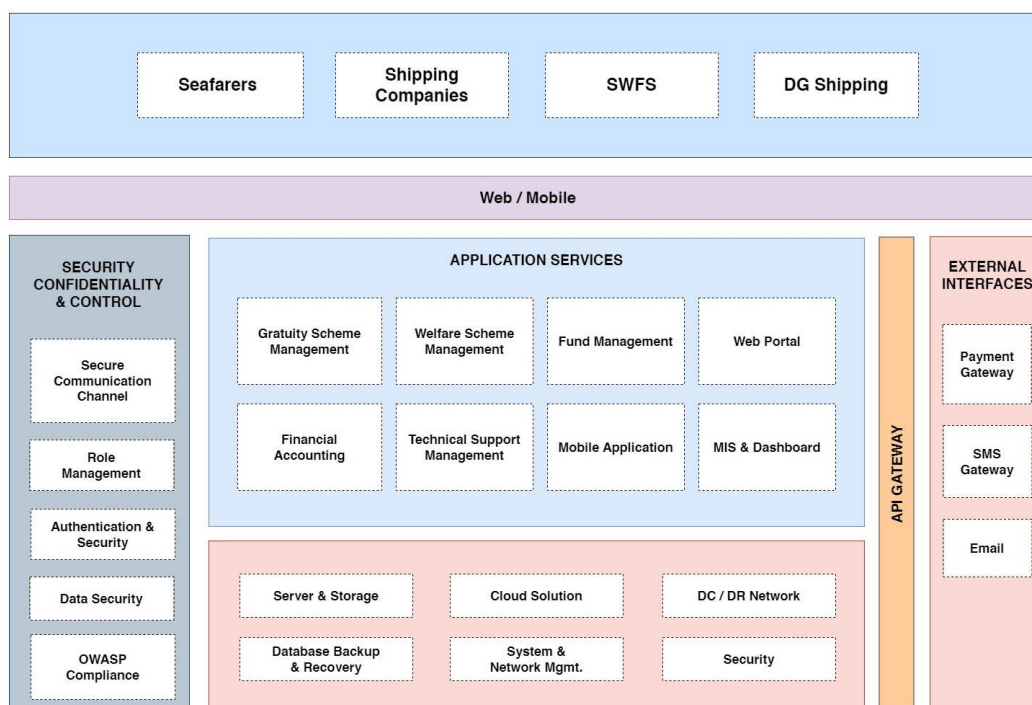


Figure - Solution Architecture

16.4.20 Technical Architecture

The solution architecture must ensure scalability, flexibility, modularity, and high availability. It should adopt modern design principles like microservices, API-first development, and containerization while aligning with Government of India’s cloud-first and digital-by-default policies.

16.4.21 Application Hosting Infrastructure

As the envisaged solution is centralized and web based, it shall be required to have a central server to host the application. Considering the critical nature of the information, the solution shall be cloud hosted with any of the MEITY approved Tier III data centres in the country.

The final application shall be hosted at the central cloud server hired by the SI. The Disaster Recovery Server shall also be equipped with necessary tools/services in order to take real time data backups in a cloud-based DR facility. Also, it is recommended to avail the DR facility at another seismic zone.

16.4.21.1 Recommended Configuration at DC

Web Server	8 VCPU
	32 GB RAM
	500 GB SSD Storage
Application Server	16 VCPU
	64 GB RAM
	1 TB SSD Storage
Database Server	16 VCPU
	128 GB RAM
	1 TB SSD Storage
Report/ Analytics Server	16 VCPU
	128 GB RAM
	500 GB SSD Storage
Training/ Test/Demo Server	8 VCPU
	32 GB RAM
	500 GB SSD Storage

16.4.21.2 Recommended Configuration at DR

Web/Application/Database Server	16 VCPU
	64 GB RAM
	1 TB Storage

16.4.22 Roles and Responsibilities

The following are the roles and responsibilities.

16.4.22.1 Responsibility of SWFS:

- i. Nominate a nodal officer who will be the single point of contact for the project.
- ii. Nominate a project implementation committee comprising of relevant stakeholders.
- iii. Provide information on Business Process / Domain details to the Solution Provider.
- iv. Provide verified, validated, and authenticated legacy data in soft copy for migration to the new system.
- v. Provide and validate all user requirements.
- vi. Review the deliverable (interim and final) submitted by the Solution Provider.
- vii. Nominate users for training.
- viii. Approval of Software Requirement Specifications (SRS) Document.

- ix. Conduct UAT with the support of Solution Provider.
- x. Provide sign off for the software.
- xi. Provide coordination and support to the Solution Provider for the smooth implementation and maintenance of the project.
- xii. Ensure connectivity, client-side hardware to SWFS users.
- xiii. Timely release of payments to the Solution Provider based on the completion of set milestones.

16.4.22.2 Responsibility of System Integrator

- xiv. Nominate a nodal officer who will be the single point of contact for the project.
- xv. Allocate a project team for requirements gathering design & development, testing, implementation, and maintenance of the project.
- xvi. Participate in Review Meetings conducted by SWFS.
- xvii. Identify and escalate issues/risks and provide the mitigation plan.
- xviii. Prepare and submit the Project Deliverables within a defined timeline.
- xix. Install/configure/deploy all the components of the system.
- xx. Provide detailed training plan to SWFS and train the personnel identified by SWFS.
- xxi. Ensure UAT readiness of the software & provide support for UAT.
- xxii. Ensure completeness of the solution with respect to requirements and performance
- xxiii. Facilitate hosting infrastructure (DC & DR) for deployment of the software.
- xxiv. Engage CERT IN empanelled agency to conduct third party security audit and obtain safe to host certificate.
- xxv. Deploy and manage requisite support resources during the implementation and support phase
- xxvi. Execution of exit plan and smooth handover of the project

16.5 Payment schedule

The bidder alone shall invoice all payments only after receiving due approval / acceptance of Deliverables / Services / Goods from DGS or any nominated agency.

The following shall be the payment terms for software and related services.

Sl. No.	Stage	Payment (%)
Software & Related Services		
I	Software Product Licenses (If Any)	
	On Delivery	60%
	On Deployment, Commissioning & Acceptance of Software Application by SWFS	40%
II	Software Application	
	Submission and Acceptance of Project Charter	5%
	Submission of SRS	20%
	Installation and Demonstration of Beta Version	30%
	Completion of User Acceptance Testing	20%
	Installation of Final Version / Go Live	25%
III	One Time Installation, Initial User Configuration, User Setup	
	On Completion	100%
IV	End User Training	
	On Completion	100%
V	System Administration Training	
	On Completion	100%
VI	Data Migration	
	On Completion	100%
VII	Application Hosting (DC & DR)	
	Quarterly in advance (for each quarter)	100%
VIII	Security Audit	
	On Completion and Submission of Safe-to-Host Certificate	100%
IX	Onsite Technical Support	
	Quarterly on Completion (for each quarter)	100%
XIII	AMC	
	Half Yearly Advance (for every six months)	100%

IX	Change Management	
	On Completion	100%

16.5.1 Terms of payment

- xxvii. In consideration of the obligations undertaken by the bidder under this Agreement and subject to the provisions of this Agreement, DGS shall pay the bidder for successful delivery of Services / Deliverables / Goods and System in pursuance of this Agreement, in accordance with the Terms of Payment Schedule set out in this clause.
- xxviii. DGS shall not be required to make any payments in respect of the Services, Deliverables, obligations and scope of work mentioned in the RFP and Agreement other than those covered in the table as per Payment Schedule. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of performance of obligations under the RFP and Agreement including consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including taxes which are addressed in this Clause.
- xxix. TDS shall be deducted on all the payments made to the selected vendor on the rates as specified by Govt.
- xxx. Payment of taxes and other applicable Government levies will be made according to the rules and regulations as existing on the date of the payment.
- xxxi. Payments shall only be made in Indian Rupees.
- xxxii. The contractor shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in Contract and a manner as also specified therein.
- xxxiii. While claiming payment, the contractor is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor for claiming that payment has been fulfilled as required under the contract.
- xxxiv. Payments shall be made promptly by the Procuring Entity, but in no case later than forty-five (45) days after submission of a valid invoice by the Contractor. In the event that the Procuring Entity fails to make any payment by its respective due date or within the period set forth in the Contract, the Procuring Entity shall pay to the Contractor interest on the amount of such delayed payment at the rate(s) specified

in the SCC for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

16.5.2 Invoicing and settlement

- xxxv. The bidder shall submit its invoices in accordance with the following principles:
- Generally, and unless otherwise agreed in writing between the Parties, the bidder shall raise an invoice as per scheduled payment milestones; and
 - Any invoice presented in accordance with this Clause shall be in a form agreed with DGS.
- xxxvi. The bidder alone shall invoice all payments only after receiving due approval / acceptance of Deliverables / Services / Goods from DGS or any nominated agency. Such invoices shall be correct and accurate and shall be raised in a timely manner.
- xxxvii. Subject to accomplishment to obligations of bidder and delivery of Deliverables / Services / Goods to the satisfaction of DGS, payment shall be made by DGS within 45 working days of the receipt of invoice along with supporting documents.
- xxxviii. Not with standing anything contained in the above mentioned clause, DGS shall be entitled to delay or withhold payment of any invoice or part of it where DGS disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. A notice of such withholding shall be provided within 10 days of receipt of the applicable invoice.
- xxxix. The bidder shall be solely responsible to make payment to its personnel, sub-contractors, OEMs, third parties.

16.5.3 Taxes

- xl. DGS shall be responsible for withholding taxes from the amounts due and payable to the bidder wherever applicable under extant law. The bidder shall pay for all taxes in connection with this Agreement, SLAs, scope of work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties
- xli. DGS shall provide the bidder with the original tax receipt of any withholding taxes paid by DGS or its nominated agencies on payments under this Agreement within reasonable time after payment. The bidder agrees to reimburse and hold DGS or its nominated agencies harmless from and against any claims, losses, expenses (including attorney fees, court fees) etc. arising out of deficiency (including penalties and interest) in payment of taxes that is the responsibility of the bidder.

- xlii. If, after the date of this Agreement, there is any unforeseen change in the levies or rate of levy under the applicable laws of India with respect to indirect taxes and duties, which are directly payable by the bidder for providing the Deliverables/Services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the bidder in performing the Services, then the remuneration and reimbursable expense otherwise payable by the DGS under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made. However, in case of any new or fresh tax or levy imposed after submission of the proposal, the bidder shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

16.5.4 Adherence to Deliverables

- xlili. The bidder has to deliver the deliverables mentioned in Deliverables Schedule to DGS as part of an assurance to fulfil the obligations under the SLA. The table given in Project Timeline & Deliverables Schedule may not be exhaustive and bidder is responsible to provide all those deliverables which may be specified in this RFP but not listed here and those agreed by bidder in response to any request from DGS. The timelines for producing each of these deliverables will be in line and closely linked with the overall project timelines.
- xliv. Any conflict with respect to project and/or deliverable timelines will have to be resolved by bidder in consultation with DGS and / or its designated agencies and approved by DGS. Thereafter the approved timelines will have to be adhered to by bidder, unless specified otherwise. It is to be noted that upon completion of Go-live, bidder is required to submit all the updated system design documents, specifications, source code, application deployment files, user manuals, administration manuals and all other applicable deliverables listed in Deliverables Schedule.

17 SECTION VIII – EVALUATION CRITERIA

This Section contains all the criteria that the DGS shall use to evaluate Proposals and qualify the Bidders. No other factors, methods or criteria shall be used for the purpose of evaluation.

- i. The overall objective of this evaluation process is to select the capable and qualified firm in the business domain of developing and rolling out the integrated application, related hardware and other infrastructure, providing associated capacity building, training and handholding support as well as associated managed services and who will provide a comprehensive solution towards Supply, Installation, Integration, Commissioning, Development, Deployment, Operation & Management of the said system and hardware provisioning at DGS.
- ii. First the Pre-Qualification Proposal will be evaluated and only those bidders who qualify the requirements will be eligible for next set of evaluations. Technical Proposal and Commercial Proposal of Bidders who do not meet the Pre-Qualification criteria shall not be evaluated.
- iii. The technical score of all the bidders would be calculated as per the criteria mentioned below. All the bidders who achieve at least 70% marks in the technical evaluation would be eligible for the next stage, i.e., Financial Bid opening.
- iv. Proposals of bidders would be evaluated as per Technical Evaluation Criteria.

17.1 ASSESSMENT OF ELIGIBILITY

The Bidder's proposals shall be first assessed for eligibility based on the eligibility criteria stipulated below. Only those Bidders who are found to be eligible as per the stipulated criteria shall be considered for evaluation of technical proposals.

- i. The prospective Bidders shall enclose documentary evidences in support of the Pre-Qualification Criteria along with the Bid.
- ii. An indicative format for the Pre-Qualification Proposal is as follows [Please customize this list on the basis of Pre-Qualification Criteria Finalized below]

S. No	Condition	Pre-qualification Criteria description	Supporting Document	Response (Yes / No)	Reference (Section # and Page #)

Sl. No.	Pre-qualification Criteria	Documents to be attached
1.	The Bidder should be a registered company in India for over 10 years.	<i>Submit copy of certificate of incorporation.</i>
2.	The Bidder should have minimum 7 years of experience in Software Design, Development, Implementation and Technical support services of Government Departments / PSUs.	<i>Submit copy of work orders</i>
3.	The Bidder should have PAN and GST registration in its name.	<i>Submit copy of PAN card and GST Registration.</i>
4.	The Bidder must have a minimum average annual turnover of INR 35 Cr. and in case of MSME INR 15 Cr. for the last three financial years (2022 - 2023, 2023 - 2024 and 2024 - 2025) as evidenced by the audited accounts of the company.	<i>Submit copy of audited financial statements for the last three Financial Years 2022-23, 2023-2024 and 2024-25</i>
5.	The Bidder should be CMMI Level 3 or above certified.	<i>Submit copy of valid documentary evidence.</i>

Sl. No.	Pre-qualification Criteria	Documents to be attached
6.	The Bidder should be conforming to international quality standard of ISO 9001.	<i>Submit copy of valid documentary evidence.</i>
7.	The Bidder should have received at least two orders for IT / ITES Projects that includes software and support services in the Government Sector / PSUs during the past 7 years (01.04.2017 to till date)	<i>Submit copy of work orders</i>
8.	The Bidder should have successfully implemented at least one large-scale ERP software solution valued at ₹20 Crore or more with any State/Central PSU or Government Department in the country	<i>Submit copy of work order and Work completion certificate/customer testimonial.</i>
9.	The Bidder should have a minimum of at least 100 employees on its roll at the time of bidding.	<i>Submit an undertaking by the authorized HR official on Bidder Organization's letter head.</i>
10.	An authorization letter from the Bidder must be enclosed with the RFP certifying that the person who signed the RFP is an authorized person to sign on behalf of the Bidder.	<i>Submit an undertaking on Bidder Organization's letter head.</i>
11.	The Bidder should not be blacklisted by Central/State Governments/UTs/PSUs.	<i>Submit an undertaking on Bidder Organization's letter head.</i>

17.2 TECHNICAL EVALUATION CRITERIA

The evaluation committee shall carry out the preliminary examination of Proposals and shall determine the responsiveness of Proposals based as per the procedure stipulated under ITB.

Evaluation Criteria (QCBS)

The DGS shall evaluate the **technical proposals** for SPFO and SWFS based on the following criteria:

17.3 Technical Evaluation Criteria

Sl. No.	Criteria	Marks (Maximum)
1.	<p>Large Order Value Projects</p> <p>The Bidder should have implemented an ERP/ Large scale software project in Government sector / PSUs of the country during last five years (Only Software Solution and O&M Support for Software will be considered)</p> <p>> Rs.20 Cr and <= Rs.25 Cr – 5 Marks > Rs.25 Cr and <= Rs.30 Cr – 10 Marks > Rs30 Cr – 20 Marks</p> <p><i>(Submit Copy of Work Orders / Contracts and Work completion certificate/ customer testimonial.)</i></p>	20
2.	<p>Experience in Government Sector / PSUs</p> <p>The Bidder should have successful implementation of an ERP/Web-based workflow enabled solution with any of the State / Central PSUs or Departments in the country during the last ten years.</p> <p>4 – 6 projects – 10 Marks More than 6 projects – 15 <i>(Submit Certificate from Customer)</i></p>	15
3.	<p>Experience in Similar Solution</p> <p>The Bidder must have System Integrator experience of successful implementation of an ERP/ Large Scale project during the last Five years (as on 31st March 2025)</p>	15

	<p>Each project must include implementation of a minimum of 4 of the following modules:</p> <ul style="list-style-type: none"> • Budget Management • Receipt/Expenditure Management • Financial Accounting Management • PF or NPS management • Scheme/Contract Performance Management • Web Portal & MIS Dashboard • Technical Support/ Helpdesk Management <p>7.5 marks per project will be allotted. A bidder can submit a maximum of 2 projects. Maximum 15 marks will be awarded</p> <p><i>In case of completed project, the bidder shall submit a Copy of Work Order / Contract / PO and Completion Certificate / Testimonial from the Client.</i></p> <p><i>In case of ongoing projects, the bidder shall submit a Copy of Work Order / Contract/ PO and proof of 75% payment of the project(s) has been received till date/ Testimonial from the Client.</i></p> <p><i>Certificate to the above extent indicating the name of the firm, name of the client, total value of the project and payment received as on date is to be submitted in Bidder's letterhead duly signed by the Authorized Signatory.</i></p>	
4.	<p>Manpower</p> <p>The Bidder should have more than 100 Software Professionals in its roll.</p> <p>100 to 150 People – 5 Marks More than 150 People – 10 Marks (Submit Undertaking from HR Dept.)</p>	10

5.	Certifications ISO 27001 – 1 Marks ISO 20000 – 1 Marks CMMI Level 5 – 3 Marks <i>(Submit Copy of Valid Documentary Evidence)</i>	5
6.	Technical Proposal <i>(Scoring shall be awarded proportionately based on the technical solution proposed for the two entities viz. SPFO & SWFS)</i> <ul style="list-style-type: none"> • Bidder Profile • Understanding of Objectives of the Project • Implementation Approach and Methodology • Work Plan • Tools & technologies • Architecture diagrams • Resource Deployment Plan 	15
7.	Technical Presentation <i>(Scoring shall be awarded proportionately based on the technical solution proposed for the two entities viz. SPFO & SWFS)</i> Detailed presentation on the overall understanding of the project, implementation plan, approach and methodology, work plan, tools & technologies, Architecture diagrams, Data Migration Plan and Resource Deployment Plan.	20
Total Marks		100

17.4 Technical Evaluation Process

- v) All the bidders who secure a Technical Score of 70 marks or more will be declared as technically qualified.
- i. Proposals will finally be ranked according to their Composite Technical and Financial scores using a weightage of 70% for technical proposal.
- ii. The bidder with highest technical bid (H1) will be awarded 100% score.
- iii. Technical Scores for other than H1 bidders will be evaluated using the following formula:

Technical Score of a Bidder =

$$\{(\text{Technical Bid score of the Bidder} / \text{Technical Bid Score of H1}) \times 100\}\%$$

(Adjusted to two decimal places)

- iv. The financial bid of only the technically qualified bidders will be opened for further Processing.

17.4.1 Financial bid Evaluation Criteria

- i. The Financial Bids of the technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- ii. The bidder with lowest financial bid (L1) will be awarded 100% score.
- iii. Financial Scores for other than L1 bidders will be evaluated using the following formula:

Financial Score of a Bidder =

$$\{(\text{Financial Bid of L1} / \text{Financial Bid of the Bidder}) \times 100\}\%$$

(Adjusted to two decimal places)

Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

The bid price will be excluding of all taxes and levies and shall be in Indian Rupees.

Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

17.4.2 Combined Evaluation of Technical & Financial Bids

- i. The technical and financial scores secured by each bidder will be added using weight age of 70% of Technical Score (TS) and 30% of Financial Score (FS) respectively to compute a Composite Bid Score.
- ii. The bidder securing the highest Composite Bid Score will be adjudicated as the Best Value Bidder for award of the Project.
- iii. In the event the bid composite bid scores are "tied", the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

17.4.3 Composite score of the Bidders for the bid shall be worked out as under:

Bidder	Technical Score (TS)	Financial Score (FS)	Weighted Technical Score (70% B)	Weighted Financial Score (30% of C)	Composite bid Score (F=D+E)
(A)	(B)	(C)	(D)	(E)	(F)

- i. The bidder with the Highest "F" shall be declared as first ranked bidder (having highest Composite score) and would be declared as selected bidder.
- ii. Only selected bidder (first ranked bidder having highest Composite score) will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders scored the same marks, the bidder with the higher technical score will be selected. If there is a tie in this technical score too, then the bid with the lowest price bid among these bids will be selected.
- iii. Price Corrections – In evaluating the Bids, SPFO will determine for each Bid the evaluated Bid Price by adjusting the Bid by making any correction for any arithmetic errors as follows:
 - a. where there is a discrepancy between amounts in figures and in words, the amount in words will govern.
 - b. where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- iv. If a Bidder refuses to accept the correction, then the respective Bid will be rejected

18 SECTION IX – Annexure I – Bidding Forms

The Consultant must prepare the Letter of Proposal on its letterhead clearly showing the Consultant's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

18.1 Tech Form 1: Letter of Proposal

Date:

Proposal Ref. No.:

To,

Directorate General of Shipping,
9th Floor Beta Building,
i-Think Techno Campus,
Kanjurmarg (East),
Mumbai - 400 042 (India)
Tel. No.: 91-22-25752040/41/42/43/45
Fax. No. :91-22-25752029/35.
Email: dgship-dgs[at]nic[dot]in

1. We have examined and have no reservations to the Request for Proposals, including Addenda issued in accordance with Instructions to Bidders;
2. We meet the eligibility requirements in accordance with ITB 4 and have no Conflict of Interest in accordance with GFR 175;
3. We offer to provide, in conformity with the Request for Proposals, the following Consultancy Services: Selection of System Integrator for Complete ERP for development of Seamen's Provident Fund Organization and Seafarer's Welfare Fund Society, Govt. of India.
4. Our final price offer is as submitted in our financial Proposal.
5. Our Proposal shall remain valid for 180 days from the last date of submission of the Proposal and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
6. We are not participating, as a Bidder or as a sub-Bidder, in more than one proposal in this bidding process;

7. We, along with any of our sub-Bidders, key experts or joint venture partners for any part of the contract, are not debarred by any Client under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;
8. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in GFR 175;
9. We hereby certify that we neither are associated nor have been associated directly or indirectly with the Bidder or any other individual or entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract from the DGS;
10. We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
11. We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
12. We understand that this Proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
13. We understand that DGS is not bound to accept the highest evaluated Proposal or any other Proposal that DGS may receive and that the decision of the DGS shall be final & binding.

Name of the Bidder:

Name of Bidder's Authorized Signatory:

Designation of the person signing the Proposal:

Signature of the person named above

Date signed

18.2 Tech Form 2: Technical Bid - Covering Letter

<<On Bidder Letterhead>>

Date:

To:

Directorate General of Shipping
9th Floor, Beta Building,
i-Think Techno campus
Kanjurmarg (East), Mumbai – 400042

Subject: Selection of System Integrator for Complete ERP development Seamen's Provident Fund Organization and Seafarer's Welfare Fund Society.

Dear Sir,

We hereby request to be qualified with the Directorate General of Shipping as a Tenderer for "Selection of System Integrator for Complete ERP development of Seamen's Provident Fund Organization and Seafarer's Welfare Fund Society".

I / We declare that all the services shall be performed strictly in accordance with the RFP documents, and we agree to all the terms and conditions in the RFP.

I / We confirm that I / we am / are withdrawing all the deviations, counter clauses, proposed modifications in the Scope of work, Terms and Conditions, Functional Requirement Specifications and Technical Specifications which may have been mentioned in our proposal.

We authorize Directorate General of Shipping or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by Directorate General of Shipping to verify statements and information provided in this application or regarding our competence and standing.

The names and positions of persons who may be contacted for further information, if required, are as follows:

Name: _____

Designation: _____

Telephone: _____

E-mail id: _____

We declare that the statements made, and the information provided in the duly completed application are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished with this application and statements made therein are not true, incomplete or incorrect, we hereby authorize Directorate General of Shipping to reject our application.

We confirm having submitted the information as required by you in Qualification Criteria. In case you require any other further information / documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

We undertake, if our proposal is accepted, to provide all the services related to Selection of System Integrator for Complete ERP development of Seamen's Provident Fund Organization and Seafarer's Welfare Fund Society, put forward in the bid document or such features as may subsequently be mutually agreed between us and DGS or its appointed representatives.

- I. We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us with full force and virtue. Till a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and Seamen's Provident Fund Organization (SPFO) and Seafarer's Welfare Fund Society (SWFS).
- II. We hereby declare that in case the contract is awarded to us, we will submit Performance Bank Guarantee equivalent to 3% of total contract value as quoted in the commercial bid in the form prescribed in the RFP.
- III. I/We understand that Directorate General of Shipping and Seamen's Provident Fund Organization (SPFO) and Seafarer's Welfare Fund Society (SWFS) reserves the right to reject any application without assigning any reason thereof.
- IV. I/We hereby undertake that I/We have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
- V. All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents.
- VI. We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.

- VII. We understand that the actual payment would be made as per the existing tax rates during the time of payment.
- VIII. We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.
- IX. In case you require any other further information/documentary proof before/during evaluation of our Tender, we agree to furnish the same in time to your satisfaction.
- X. We declare that our Bid Price is for the entire scope of the work as specified in the tender document. These prices are indicated in Commercial Bid submitted as part of the requirements of Tender.
- XI. Our commercial proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.
- XII. We understand you are not bound to accept any Proposal you receive.
- XIII. We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.
- XIV. I/We shall disclose any payments made or proposed to be made to any intermediaries (agents, etc.) in connection with the bid.
- XV. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/ company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.
- XVI. We declare that we have read through the Tender document, all related clarifications and corrigendum.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Company Seal :

Business Address :

18.3 Tech Form 3: Checklist of documents comprising Technical Proposal

Document	Form	Included (Y/N)	Page No.
Covering Letter – Technical Bid	Please refer Tech Form 2		
Bidder Details	Please refer Tech Form 4		
Financial Capabilities	Please refer Tech Form 5		
Certificate from HR on Manpower Details	Please refer Tech Form 7		
Technical Solution – Submit separate proposed technical solution for each entity	Please refer Tech Form 8		
Approach and Methodology - Submit separate Approach & Methodology for each entity	Please refer Tech Form 9		
Project Plan and development - Submit separate Project Plan for each entity	Please refer Tech 10		
Deployment of Personnel - Submit separate Deployment of Personnel for each entity	Please refer Tech Form 11		
Details of Experience of Bidder in Various Projects - <i>Submit separate Experience Details for each entity</i>	Please refer Tech Form 12		
List of Sub-Contractors and OEMs and their details - Submit separate Sub-Contractors and OEM's list for each entity	Please refer Tech Form 13		
Black-listing Certificate	Please refer Tech Form 14		
Bank Guarantee for Earnest Money Deposit	Please refer Tech Form 16		
Certificate of Conformity / No Deviation	Please refer Tech Form 17		
Declaration for No Conflict of Interest	Please refer Tech Form 18		

18.4 Tech Form 4: Particulars of the Bidder

SI No.	Information Sought	Details to be Furnished
A.	Name and address of the bidding Company	
B.	Incorporation status of the firm (public limited / private limited, etc.)	
C.	Year of Establishment	
D.	Date of registration	
E.	ROC Reference No.	
F.	PAN	
G.	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Company Seal :

Business Address :

18.5 Tech Form 5: Financial Capability

<<To be completed by the Bidder as appropriate to demonstrate that they meet the requirements>>

<<On the letterhead of the Chartered Accountant >>

<<To be submitted along with Audited Financial Statements>>

Date

To:

Directorate General of Shipping
9th Floor, Beta Building,
i-Think Techno campus
Kanjurmarg (East), Mumbai - 400042

We have examined the books of accounts and other relevant records of <<Bidder / Name along with registered address>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover, Profit before Tax and Profit after tax for the three years i.e., from 2021-22, 2022-23 and 2023-2024 was as per details given below:

Information from Balance Sheets (in Indian Rupees)			
	2021-22	2022-23	2023-24
Annual Turnover			
Profit before Tax			
Profit After Tax			

(Signature of the Chartered Accountant)

Name :

Designation :

Membership Number :

Date :

Company Seal :

Business Address :

18.6 Tech Form 6: Certificate from HR demonstrating its Organization Strength

<<On the letterhead of the Bidding Organization>>

<<In case of consortium, separate certificates to be submitted from respective HR authorized representatives>>

Date:

To:

Directorate General of Shipping

9th Floor, Beta Building,

i-Think Techno campus

Kanjurmarg (East), Mumbai - 400042

In response to the TENDER No. Dated, I/We hereby undertake that we have more than ----- Software Professionals on our roll. I further certify that I am the competent authority in my company authorized to submit this undertaking.

For <Organization Name>

HR Signature (with Organization Stamp)

HR Name

18.7 Tech Form 7: Technical Solution (Submit separate proposed technical solution for each entity)

The Bidder is required to describe the proposed Technical Solution in this section. The Technical Solution would be evaluated on the following broad parameters. The DGS/ SPFO and SWFS reserves the rights to add, delete, or modify these parameters at any time during the Tender process, without assigning any reasons whatsoever and without being required to intimate the Bidders of any such change.

The Bidder should provide **detailed design** for the following listing all assumptions that have been considered:

- Proposed Solution in detail
- Proposed Technical architecture
- Capabilities of the proposed solution to address the functional requirements
- Database design considerations
- Application Security Architecture
- Data Migration approach
- Testing approach

18.8 Tech Form 8: Approach & Methodology (Submit separate Approach and Methodology for each entity)

The Bidder should cover details of the methodology proposed to be adopted for planning and implementation of solutions relating to establishment of the DGS solution.

- i. The Bidder may give suggestions on improvement of the scope of work given and may mention the details of any add on services related to this project over and above what is laid down in the tender document. List of deliverables should also be identified and explained.
- ii. The Bidder shall describe the knowledgebase, best practices and tools that will be used by the project team for the execution of scope of work activities.
- iii. The Bidder should cover details of the methodology proposed to be adopted for operations and maintenance of the DGS solution.
- iv. The bidder shall cover the details for best practices from imparting similar kind of training for users in an organization similar to the DGS based on bidder's prior implementation experience in the same
- v. Detailed Methodology and approach provided for training of the different stakeholders within DGS
- vi. Best practices from undertaking Change Management for users in an organization similar to DGS based on bidder's prior implementation experience in the same.
- vii. Detailed Training Plan indicating the number of training sessions, batch sizes and number of batches with respect to all the stakeholders, and all different kinds of training vis-à-vis the requirements in the tender.
- viii. Project Methodology should contain, but not limited to the following
 - Overall implementation methodology
 - Approach and Methodology along with proposed tools/technologies and processes which will be followed by the bidder during project implementation
 - Detailed project plan covering scope of work, activities and deliverables as per time lines
 - Training plan
 - Change Management Plan
 - Risk and Quality management plan

18.9 Tech Form 9: Project Plan (Submit separate project plan for each entity)

S. No	Item of Activity	Month-Wise Program					
		M1	M2	M3	M4	M5
1	Activity 1						
1.1	Sub-Activity 1						
1.2	Sub-Activity 2						
2	Activity 2						
	..						
3	Activity 3						
3.1	Sub-Activity 1						
3.2	Sub- Activity 2						

Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Bidder approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

Duration of activities shall be indicated in the form of a bar chart.

Note: The above activity chart is just for the purpose of illustration. Bidders are requested to provide detailed activity & phase wise timelines for executing the project with details of deliverables & milestones as per their proposal.

18.10 Tech Form 10: Format of Deployment of Personnel (Submit separate Deployment of Personnel for each entity)

The Bidder should provide a detailed resource deployment plan in place to ensure that technically qualified staff is available to deliver the project.

The Bidder should provide the summary table of details of the manpower that will be deployed on this project along with detailed CVs of each key personnel

No.	Name of Staff	Education Qualification and Designation	Area of Expertise	Deployment Period (In Months)						Total Man-Months Proposed
				M1	M2	M3	M4	M5	n	
1										
2										
3										

18.11 Tech Form 11: Details of Experience of Bidder in Various projects (*Submit separate Project experience details for each entity*)

The bidder should provide information for each project on similar assignments required for pre-qualification and technical evaluation criteria as per the format mentioned below

Sr. No.	Credential for < Prequalification Criteria No. / Technical Criteria No>		
	Name of the Organization - <<Name of the Bidder / Consortium Member that have executed / executing the project>>		
	Parameter	Details	
General Information			
	Customer Name		
	Name of the contact person and contact details for the client of the assignment		
Project Details			
	Project Title		
	Start Date		
	Date of Go-Live (if applicable)		
	Total Cost of the project		
	Current Status (Live / completed / on-going / terminated / suspended)		
	No of staff provided by your company		
	Please indicate whether the client is currently using the implemented solution		
Size of the project			
	Number of total users and concurrent users of the solution at the client location(s):	Total users	
		Concurrent users	
	Training responsibilities of Bidder		
	Any other information to be shared with DGS		
Narrative Description of the Project:			
Detailed Description of actual services provided by Bidder:			
Documentary Proof:			

18.12 Tech Form 12: List of Sub-Contractors and OEMs and their details (*Submit separate List of Sub-Contractors and OEMs for each entity*)

List of Sub-Contractors

Sr. No.	Role	Name of Sub-Contractor / OEM	Responsibility	Products/Services Offered

List of OEMs

Sr. No.	Role	Name of OEM	Responsibility	Products/Services Offered

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Company Seal :

Business Address :

18.13 Tech Form 13: Details of ineligibility for corrupt or fraudulent practices / blacklisted with any of the Government or Public Sector Units

<<On the letterhead of the Bidding Organization>>

<<In case of consortium, separate certificates to be submitted from respective authorized representatives>>

Date:

To:

Directorate General of Shipping
9th Floor, Beta Building,
i-Think Techno campus
Kanjurmarg (East), Mumbai - 400042

Subject: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government or Public Sector Units in India

Dear Sir,

We, the undersigned, hereby declare that

We are not under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :
Designation :
Date :
Company Seal :
Business Address :

18.14 Tech Form 14: Bank Guarantee for Earnest Money Deposit

WHEREAS _____ (Name of Tenderer) (hereinafter called 'the tenderer') has submitted its tender dated _____ (date) for the execution of _____ (Name of work) (hereinafter called 'the tender')

KNOW ALL MEN by these presents that we _____ (Name of Bank) having our registered office at _____ (hereinafter called 'the Bank') are bound unto the Directorate General of Shipping, Mumbai appointed by Government of India under Merchant Shipping Act 1958 (hereinafter called 'the Employer') in the sum of Rs. _____/- (Rs. _____) for which payment well and truly to be made to the said Employer the Bank binds itself, its successors and assigns by these presents.

The CONDITIONS of this obligation are

If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or

If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of Tender Validity;

fails or refuses to execute the Agreement, if required; or

fails or refuses to furnish the Performance Security, in accordance with the General Conditions of Contract.

We undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date upto _____ (it shall be valid upto one eighty (180) days after the date of expiry of the period of tender validity), and any demand in respect thereof should reach our _____ branch situated in Mumbai limits for encashment not later than the date of expiry of this guarantee.

Dated _____ day of _____ 2020

Name of the Bank

Signature & Name & Designation

Seal of the Bank

18.15 Tech Form 15: Certificate of Conformity/ No Deviation

<<To be submitted on the Company Letter head of the Lead Bidder>>

Date:

To:

Directorate General of Shipping
9th Floor, Beta Building,
i-Think Techno campus
Kanjurmarg (East), Mumbai – 400042

This is to certify that, the specifications of Software/ hardware which I/ We have mentioned in the technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the RFP and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Company Seal :

Business Address :

18.16 Tech Form 16: Format – Declaration for No Conflict of Interest

<<To be submitted on the Company Letter head of the Lead Bidder>>

Date:

To

Directorate General of Shipping,
9th Floor, Beta Building,
i-Think Techno campus
Kanjurmarg (East), Mumbai – 400042

Sir,

Sub: Undertaking on No Conflict of Interest

I / We as System Integrator (SI) do hereby undertake that there is absence of, actual or potential conflict of interest on our part, on part of our Consortium partner (in case of a Consortium) due to prior, current, or proposed contracts engagements, or affiliations with Directorate General of Shipping, Government of India.

I / We also confirm that there are no potential elements (time frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements of this RFP.

We undertake and agree to indemnify and hold Directorate General of Shipping, Government of India harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees & fees of professionals, reasonably) Directorate General of Shipping, Government of India and / or its representatives, if any such conflict arises later.

Yours faithfully,

Authorized Signatory

Designation

Date

Time

Seal

Business Address

18.17 Tech Form 17: Compliance Sheet for Pre-Qualification Proposal

The Bidder is required to fill relevant information in the format given below. The pre-qualification bid must contain documentary evidences and supporting information to enable DGS to evaluate the eligibility of the Bidder without ambiguity.

Sr. No	Qualification Criteria	Documents / Information to be provided in the submitted proposal	Compliance (Yes / No)	Reference & Page Number
1.	PQ 1			
2.	PQ 2			
3.	PQ 3			
4.	PQ 4			
5.	PQ 5			
6.	PQ 6			
7.	PQ 7			
8.	PQ 8			
9.	PQ 9			

19 Annexure – II Functional Requirements Specification of SPFO

FRS #	FUNCTIONAL DESCRIPTION
A. Provident Fund Management	
	1)Employer Registration
1.	Shipping companies shall do the one-time user registration
2.	Provision to add profile details like company details, contact information etc.
3.	Attach all relevant supporting documents
4.	Submission of the registered details to SPFO
5.	Verification / scrutiny of information by SPFO
6.	KYC verification via email & SMS
7.	Approval of user registration by SPFO
8.	Intimation of user credentials to the registered user/employer
	2)Contributions & Outstanding Balances
9.	Record the voyage completion details
10.	Capture comprehensive details of Provident Fund (PF) contributions submitted by the shipping companies including individual seafarer contributions
11.	Provision to capture the annual interest rate declared for the Provident Fund (PF), allowing administrators to input the rate for each fiscal year.
12.	Auto calculation of interest on individual PF balances based on the declared annual interest rate for the respective fiscal year.
13.	Automatic calculation of PF balances considering the principal amounts and accrued interest based on applicable rates and regulations, withdrawals, and other relevant financial transactions.
14.	Facility to keep track of outstanding balances detailing any pending contributions, interest adjustments, or other financial obligations.
15.	Maintain historical PF transactions, providing a record of contributions, withdrawals, and interest declarations over time.
16.	Facility to generate year-wise interest statements, illustrating the interest accrued on their PF balances for each fiscal period.

17.	Generate and download detailed PF statements in electronic formats (e.g., PDF), facilitating easy record-keeping and documentation.
18.	Facility to maintain an audit trail that logs changes in declared interest rates, providing an accountable record for regulatory compliance and internal auditing.
	3) Penalty Assessment
19.	Facility to detect instances of non-compliance by shipping companies based on predefined rules and regulations.
20.	Auto calculation of penalty based on the severity of the non-compliance.
21.	Facility to generate real-time alerts to notify authorized users about instances of non-compliance, triggering the penalty assessment process.
22.	Facility for review and approval process where authorized personnel can assess the calculated penalties before issuing demand notices.
23.	Facility for the authorized user to define and adjust penalty parameters, considering factors such as the nature of the violation, duration of non-compliance, and other relevant considerations.
24.	Facility to automatically generate demand notices specifying the details of the penalty, including the amount, reason for the penalty, and a deadline for payment.
25.	Facility to enable administrators to issue demand notices electronically to the respective shipping companies.
26.	Facility for online payment of penalties by shipping companies
27.	Facility to monitor the effectiveness of penalty enforcement, track patterns of non-compliance, and generate insights for improvement.
	4) PF Remittance
28.	Setup and maintain the ratio of contributions by the shipping company, seafarer and the administration charges
29.	e-payment facility for the shipping companies to remit the PF contributions to SPFO
30.	Generation of acknowledgement / receipt against remittance
31.	Facility to update the individual PF balances
32.	Confirmation notification with updated balance statement to the respective shipping company
	5) PF Withdrawal (Final / Non-Refundable)

33.	Facility for SPFO to setup eligibility criteria for withdrawal, such as age-related retirement or specific conditions for Non-refundable withdrawals, ensuring compliance with regulations.
34.	Facility for seafarers to select the type of withdrawal (Final or Non-refundable) based on their eligibility.
35.	Upload necessary documents, including retirement certificates or supporting documentation for Non-refundable withdrawals, as part of the withdrawal application.
36.	Facility for seafarers to calculate the withdrawal amount based on accumulated PF balance, interest accruals, and any other applicable factors.
37.	Submission of withdrawal applications by seafarers for both Final and Non-refundable PF balances through the online portal.
38.	Facility for SPFO to verify the eligibility of withdrawal based on retirement or other specified conditions.
39.	Verification of uploaded documents, confirming the authenticity of retirement certificates or other supporting documents.
40.	Auto calculate the withdrawal amount accurately based on the accumulated PF balance, interest accruals etc.
41.	Automatic handling of any applicable deductions, such as taxes or administrative fees, during the payment processing stage.
42.	Integration of a secure payment gateway for the disbursement of approved withdrawal amounts directly to the designated bank account of the seafarer.
43.	Auto updation of PF balances
44.	Notifications / alerts upon successful completion of the withdrawal processing, providing details of the disbursed amount and any relevant transaction information.
45.	Generate withdrawal statements detailing the disbursed amount, applicable deductions, and any other relevant financial details for the records.
46.	Maintain a historical record of withdrawal transactions, and administrators to track the history of withdrawals over time.
47.	Application pendency report
	6)Employer Corner
48.	Login facility
49.	Forget password
50.	Change password

51.	Profile updation
52.	Add and maintain vessel details
53.	Add and maintain seafarer / employee details
54.	Register provident fund details, including contribution information, beneficiaries, and supporting documentation.
55.	Upload and submit relevant documents, such as contracts, salary statements, and other supporting materials for provident fund verification.
	7)Seafarer Corner
56.	Login facility
57.	Forget password
58.	Change password
59.	Profile updation
60.	Member Passbook
61.	Notifications / alerts on pending dues, withdrawal application status, balances, annual interest declarations etc.
62.	Facility to display real-time PF balances for each seafarer, reflecting the latest interest computations based on the declared rate for the ongoing fiscal year.
63.	Add / update KYC details
64.	Add / edit or delete nominee information, specifying details such as name, relationship, contact information, and percentage allocation.
65.	Upload supporting documents, such as nominee consent forms or identification proofs, to verify and update nominee information.
66.	Application for PF Withdrawal
B. Fund Management	
67.	Facility for shipping companies to pay the PF, annuity, voluntary contribution and ex-gratia contributions
68.	Facility for shipping companies to upload the statement with remittance details

69.	Facility for responsible officers to capture and record contributions
70.	Support direct deposit by shipping companies into SPFO's bank accounts.
71.	Facilitate shipping companies to share statements with remittance information.
72.	Facilitate Automatic reconciliation of contributions.
73.	Facility for government shipping company to transfer the levy fees.
74.	Facility to Track collections from shipping companies and levy fees.
75.	Facilitate investment management based on Ministry of Finance guidelines.
76.	Facility to calculate interest rate for the investments and update them in the seafarer's account
77.	Facilitate a secure mechanism to transfer funds between different accounts, such as from the main account to the Fund Management account.
78.	Facility to Monitor fund utilization against schemes.
79.	Facility to calculate and transfer 5% of total PF contribution to the administrative fund.
80.	Facility to transfer amount available in the PF account over and above the ceiling limit to Fund Management Account for investments.
81.	Facility to record and track capital procurements made by the organisation.

C. Financial Accounting Management	
82.	Facility to Record, monitor & maintain accounting and financial information of SPFO.
83.	Facility to automate the accounting entries of collections and payments
84.	Facilitate automate Periodic Postings.
85.	Facility to track income and expenses

86.	Facility to manage GST return filings
87.	Facilitate preparation of yearly budget
88.	Facility for budget revisions and reappropriation.
89.	Facility to Manage Administrative expenses budget
D. MIS & Dashboard	
FRS #	FUNCTIONAL DESCRIPTION
90.	Facility to generate MIS reports for PF Contributions and fund management
91.	Facilitate dashboard with graphical representations and visualizations for better data interpretation.
92.	Facility to customize dashboards based on user roles and preferences
93.	Facilitate advanced data analytics capabilities to analyse trends, patterns, and anomalies.

E. Web Portal	
94.	The web portal must support bilingual functionality, offering content in both English and Hindi languages
95.	It should provide general information about SPFO, including its mission, objectives, and services
96.	The portal should include an organization chart of SPFO and details of its officials.
97.	It shall have policies, reports with a robust search facility for easy access
98.	The portal must feature a comprehensive telephone directory of SPFO for easy communication.
99.	Circulars and notices should be available with a search facility for easy retrieval.
100.	A photo gallery should showcase relevant images
101.	Sections for downloadable resources should be included.
102.	Clear terms of use must be provided, and announcements should be prominently displayed.

103.	The portal must feature important notifications
104.	A section for downloading forms and other documents related to services provided by SPFO.
105.	A MIS Report for governance and monitoring of SPFO functions.
106.	A Regularly updated section providing information on SPFO developments, meetings, notifications, circulars, and news articles
107.	A dedicated FAQ section with common questions and answers for user convenience.
108.	User Registration and Login facility for Seafarers
109.	User Registration and Login facility for Shipping Companies
110.	User Registration and Login facility for DGS
111.	User Registration and Login facility for SPFO officers
112.	Should provide secure access for authorized personnel
113.	Should Connect the website to social media platforms.
114.	Should have a dedicated section or page to prominently display the objectives of SPFO
115.	SPFO objectives should be presented in a clear and understandable format.
116.	The information should be easily accessible through intuitive navigation on the website.
F. Technical Support Management	
117.	Facilitate technical support for seafarers and shipping companies.
118.	Facilitate assistance for software-related issues.
119.	Facility for all end user's login to access Support service in every module for raising the tickets against their issues
120.	Facility for the Support Engineers to login into the portal by providing unique user-id and password.
121.	Facility for end User to reopen the tickets that have not been closed successfully or satisfactorily.

122.	Facility to capture summary of the issue, detailed description, location details, criticality of the request and attach the screenshot if any.
123.	System shall have the facility to categorize the tickets and update the request categories against the tickets
124.	System shall have the facility to automatically generate Unique Service Request number once request is submitted by the end user
125.	System should allow the end user to track the status of the request with help of the Unique Service Request number after request get submitted by the end user
126.	System shall have the facility Support engineer to search the tickets by selecting module name or entering Ticket Number
127.	System shall allow the Support Engineer to check the tickets closed by the particular Engineer
128.	System shall have the facility to capture designated engineer details such as the name of the engineer, e-mail address, mobile number, and land-line telephone
129.	System shall have the facility to capture the timelines defined for high, medium, and low categories of service requests
130.	The system shall have the facility to generate SMS and email alerts to the engineer based on the timelines defined for the high, medium, low categories of service requests.
131.	System shall have the facility to flag tickets with SLA/s against the related tickets
132.	The system shall have a timer facility for SLA tickets.
133.	The system shall have the facility to select category as incident or service while forwarding Tickets to selected support engineers. System shall have the facility for the closure of service request after providing the solution.
134.	System shall have the facility to capture the details related to the solution provided for the end user/problem.
135.	System shall have the facility to capture the comments from both the support engineer and the end user for the resolution provided for the service request.
136.	The system shall have the facility to update root cause and action taken after solving the issue and before closing the Service Request.
137.	System shall have the facility to search the tickets
138.	System shall provide email/ SMS alert to the employee who logged the call upon closure of the call by the helpdesk operator
139.	The system shall have the facility to check the feedback given by the end users for the closed tickets, also search the details by entering ticket no or other details.
140.	System shall provide pre-configured/customizable reports to monitor the performance of the services provided by system implementer including statistics on the calls logged in the system, average duration for providing the resolution for each category, deviations/ violations from the defined SLA etc

141.	System shall have the facility the support engineer to add the frequently asked questions to the knowledge base.
142.	System shall have the facility the "Helpdesk support Engineer" to escalate the ticket to the "technical support engineer" in case for the issue cannot be resolved from their level.
143.	The system shall have the facility to send alerts (SMS/Email) to caller after registering the ticket.
144.	The system shall have the facility to send alerts (SMS/Email) to caller after closure of the ticket.

** Note: This document contains the functional requirement based on the preliminary study conducted. However, detailed requirements need to be gathered by the selected vendor during the system study and a detailed SRS shall be submitted to (PROCURING ENTITY) which forms the basis for customisation and development of the envisaged system.*

This Page is Let Intentionally Blank

20 Annexure – III Functional Requirements Specification of SWFS

FRS #	FUNCTIONAL DESCRIPTION
A. Web Portal	
145	The web portal must support bilingual functionality, offering content in both English and Hindi languages
146	It should provide general information about SWFS, including its mission, objectives, and services
147	The portal should include an organization chart of SWFS and details of its officials.
148	It shall have policies, reports with a robust search facility for easy access
149	The portal must feature a comprehensive telephone directory of SWFS for easy communication.
150	Circulars and notices should be available with a search facility for easy retrieval.
151	A photo gallery should showcase relevant images
152	Sections for downloadable resources should be included.
153	Clear terms of use must be provided, and announcements should be prominently displayed.
154	The portal must feature important notifications
155	A section for downloading forms and other documents related to services provided by SWFS.
156	A MIS Report for governance and monitoring of SWFS functions.
157	A Regularly updated section providing information on SWFS developments, meetings, notifications, circulars, and news articles
158	A dedicated FAQ section with common questions and answers for user convenience.
159	User Registration and Login facility for Seafarers
160	User Registration and Login facility for Shipping Companies
161	User Registration and Login facility for DGS

162	User Registration and Login facility for SWFS officers
163	Should provide secure access for authorized personnel
164	Should Connect the website to social media platforms.
165	Should have a dedicated section or page to prominently display the objectives of SWFS
166	SWFS objectives should be presented in a clear and understandable format.
167	The information should be easily accessible through intuitive navigation on the website.
B. Scheme Management	
168	Facility to create profile for registered Seafarers
169	Should be based on the details provided in the Registration Form. The profile should have General Details, Address Details and Bank Account Details of the Seafarers
170	Facility to edit save/update and to maintain edit history on general details of Seafarers profile
171	Facility for officer concerned to approve the Seafarers profile
172	Facility for Seafarer's to apply for gratuity claim.
173	Should have an online form enabling seafarers to provide detailed information for gratuity claims.
174	Facility for Responsible officers to record and process the gratuity claim applications.
175	Facility for seafarers to view the gratuity details.
176	Facility to view outstanding balances and statements.
177	Facility for SWFS to disburse the claims
178	Facility for Seafarer's to submit application for welfare schemes
179	User-friendly interface for seafarers for the completion and submission of welfare scheme applications.
180	Facility for Responsible officers to record the incoming welfare scheme applications.

181	Facility for Responsible officers to scrutiny, verify and approve the welfare scheme application.
182	Facilitate Seafarer's to know the status of their welfare scheme applications
183	Facility to display the progress and status of welfare scheme applications to enhance user awareness.
184	Facility for SWFS to Disburse benefit funds to eligible applicants
C. Fund Management Module	
185	Facility for shipping companies to pay the gratuity contributions and welfare scheme contributions
186	Facility for shipping companies to upload the statement with remittance details
187	Facility for responsible officers to capture and record contributions from shipping companies towards gratuity and welfare schemes.
188	Support direct deposit by shipping companies into the society's bank accounts.
189	Facilitate shipping companies to share statements with remittance information.
190	Facilitate Automatic reconciliation of contributions.
191	Facility for government shipping company to transfer the levy fees.
192	Facility to Manage Gratuity and Welfare fund accounts separately.
193	Facility to Track collections from shipping companies and levy fees.
194	Facilitate investment management based on Ministry of Finance guidelines.
195	Facility to calculate interest rate for the investments and update them in the seafarer's account
196	Facilitate a secure mechanism to transfer funds between different accounts, such as from the main account to the Fund Management account.
197	Facility to Monitor fund utilization against schemes.
198	Facility to calculate and transfer 5% of interest income from the Gratuity investment to the administrative fund.
199	Facility to transfer excess funds to Fund Management Account for investments.

200	Facility to record and track capital procurements made by the society.
D. Financial Management Module	
201	Facility to Record, monitor & maintain accounting and financial information of SWFS.
202	Facility to automate the accounting entries of collections and payments
203	Facilitate automate Periodic Postings.
204	Facility to track income and expenses for Gratuity and Welfare funds.
205	Facility to manage GST return filings
206	Facilitate preparation of yearly budget
207	Facility for budget revisions and reappropriation.
208	Facility to Manage Administrative expenses budget
E. Technical Support Management	
209	Facilitate technical support for seafarers and shipping companies.
210	Facilitate assistance for software-related issues.
211	Facility for all end user's login to access Support service in every module for raising the tickets against their issues
212	Facility for the Support Engineers to login into the portal by providing unique user-id and password.
213	Facility for end User to reopen the tickets that have not been closed successfully or satisfactorily.
214	Facility to capture summary of the issue, detailed description, location details, criticality of the request and attach the screenshot if any.
215	System shall have the facility to categorize the tickets and update the request categories against the tickets
216	System shall have the facility to automatically generate Unique Service Request number once request is submitted by the end user
217	System should allow the end user to track the status of the request with help of the Unique Service Request number after request get submitted by the end user

218	System shall have the facility Support engineer to search the tickets by selecting module name or entering Ticket Number
219	System shall allow the Support Engineer to check the tickets closed by the particular Engineer
220	System shall have the facility to capture designated engineer details such as the name of the engineer, e-mail address, mobile number, and land-line telephone
221	System shall have the facility to capture the timelines defined for high, medium, and low categories of service requests
222	System shall have the facility to generate SMS and email alerts to the engineer based on the timelines defined for the high, medium, low categories of service requests.
223	System shall have the facility to flag tickets with SLA/s against the related tickets
224	The system shall have timer facility for SLA tickets.
225	System shall have the facility to select category as incident or service while forwarding Tickets to selected support engineers. System shall have the facility for the closure of service request after providing the solution.
226	System shall have the facility to capture the details related to the solution provided for the end user/problem.
227	System shall have the facility to capture the comments from both the support engineer and the end user for the resolution provided for the service request.
228	System shall have the facility to update root cause and action taken after solving the issue and before closing the Service Request.
229	System shall have the facility to search the tickets
230	System shall provide email/ SMS alert to the employee who logged the call upon closure of the call by the helpdesk operator
231	System shall have the facility to check the feedback given by the end users for the closed tickets, also search the details by entering ticket no or other details.
232	System shall provide pre-configured/customizable reports to monitor the performance of the services provided by system implementer including statistics on the calls logged in the system, average duration for providing the resolution for each category, deviations/ violations from the defined SLA etc
233	System shall have the facility the support engineer to add the frequently asked questions to the knowledge base

234	System shall have the facility the "Helpdesk support Engineer" to escalate the ticket to the "technical support engineer" in case for the issue cannot be resolved from their level.
235	System shall have the facility to send alerts (SMS/Email) to caller after registering the ticket.
236	System shall have the facility to send alerts (SMS/Email) to caller after closure of the ticket.
F. MIS & Dashboards	
237	Facility to generate MIS reports for scheme utilization and fund management
238	Facilitate dashboard with graphical representations and visualizations for better data interpretation.
239	Facility to customize dashboards based on user roles and preferences
240	Facilitate advanced data analytics capabilities to analyse trends, patterns, and anomalies.
G. Mobile APP (Scheme Management)	
241	Login provision for Seafarers and SWFS officers
242	Facility for Seafarer's to apply for gratuity claim.
243	Facility for Responsible officers to record and process the gratuity claim applications.
244	Facility for seafarers to view the gratuity details.
245	Facility to view outstanding balances and statements.
246	Facility for Seafarer's to submit application for welfare schemes
247	Facility for Responsible officers to record the applications.
248	Facility for Responsible officers to scrutiny, verify and approve the welfare scheme application.
249	Facilitate Seafarer's to know the status of their welfare scheme applications

20.1 Integration

The system shall integrate with various third-party applications such as:

- Payment Gateway
- SMS Gateway
- E Mail

20.2 Data Migration

The existing data needs to be migrated to the new system. The authenticated data, on a compatible format recommended by the selected SI, shall be provided by SWFS. Wherever SWFS is unable to provide the digitised data of the above modules, the solution provider should design a user-friendly data entry interface. By using these screens, the data entry operators recruited by SWFS manually input the required information.

** Note: This document contains the functional requirement based on the preliminary study conducted. However, detailed requirements need to be gathered by the selected vendor during the system study and a detailed SRS shall be submitted to SWFS which forms the basis for customisation and development of the envisaged system.*

This Page is Left Intentionally Blank

- **Appendix A – Terms of Reference**

Refer to Section VI and VII

- **Appendix B – Breakdown of Price**

{Bidder shall insert the Breakdown of Contract Price in the BoQ (Excell file) uploaded separately in the E- Procurement portal}

21 SECTION X – CONTRACT FORMS

a. FORM OF CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, **DGS, Mumbai** (hereinafter called the “Client”) and, on the other hand, *[name of Bidder]* (hereinafter called the “Bidder”).

WHEREAS

(a) the Clients has requested the Bidder to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);

(b) the Bidder, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract;

(b) The Special Conditions of Contract;

(c) Appendices: Appendix A: Terms of Reference (Section VI and Section VII)

Appendix B: Breakdown of Contract Price

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

14. The mutual rights and obligations of the Client and the Bidder shall be as set forth in the Contract, in particular:

(a) the Bidder shall carry out the Services in accordance with the provisions of the Contract;
and

(b) the Client shall make payments to the Bidder 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 as of the day and year first above written.

For and on behalf of Directorate General of Shipping, Mumbai

Shri Shyam Jagannathan, DGS

For and on behalf of [Name of Bidder or Name of a Joint Venture]

[Authorized Representative of the Bidder – name and signature]

b. LETTER OF ACCEPTANCE

{On Client's Letterhead}

Date:

To: {Insert Name and Address of the Successful Bidder}

Subject: Letter of acceptance of your Proposal against tender ref. no.:

This is to notify you that your Proposal dated [insert date of Proposal submitted by the Bidder] for the execution of services titled "Selection of System Integrator for Complete ERP development of Seamen's Provident Fund Organization and Seafarer's Welfare Fund Society, Govt. of India." against RFP Ref. No. [insert Proposal Ref. No.] is hereby accepted by the Client for the Contract Price of Rs. [insert amount in numbers and words], as evaluated in accordance with the Instructions to Bidders.

You are requested to execute the contract agreement within 28 days of receipt of this Letter. Till a contract agreement is executed, this Letter along with your accepted proposals shall constitute a valid and mutually binding contract.

Authorized Signature:

Name and Designation of Signatory:

Name of Client:

c. NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on this the <***> day of <***> 20--- at <***>, India.

BETWEEN

----- having its office at -----
----- India hereinafter referred to as '**DGS**' or '-----',
which expression shall, unless the context otherwise requires, include its permitted
successors and assigns);

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office
at <***> (hereinafter referred to as '**the Bidder/MSP**' which expression shall, unless the
context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the 'Parties' and
individually as a 'Party'.

WHEREAS:

- 1.DGS are desirous to implement the project of -----.
- 2.DGS and Bidder have entered into a Master Services Agreement dated <***> (the "MSA")
as well as a Service Level Agreement dated <***> (the "SLA") in furtherance of the Project.
- 3.Whereas in pursuing the Project (the "**Business Purpose**"), a Party ("Disclosing Party")
recognizes that they will disclose certain Confidential Information (as defined hereinafter) to
the other Party ("Receiving Party").
- 4.Whereas such Confidential Information (as defined hereinafter) belongs to Receiving Party
as the case may be and is being transferred to the Disclosing Party to be used only for the
Business Purpose and hence there is a need to protect such information from unauthorized
use and disclosure.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances,
representations and provisions set forth herein, the Parties hereto agree as follows:

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Implementation

Agency by: DGS

SIGNED, SEALED AND DELIVERED

For and on behalf of the Nodal

Agency by: Client

(Signature)

(Name): Shri. (Name)

(Designation):

(Address)

(Fax No.)

(Fax No.)

(Signature)

(Name): Shri. (Name)

(Designation):

(Address)

In the presence of:

1.

d. CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

the [insert: ordinal] day of [insert: month], [insert: year]. BETWEEN

- (1) [insert: Name of Procuring Entity], a [insert: description of type of legal entity, for example, an agency of the Ministry of . . .] of the Government of [insert: country of Procuring Entity], or corporation incorporated under the laws of [insert: country of Procuring Entity] and having its principal place of business at [insert: address of Procuring Entity] (hereinafter called “the Procuring Entity”), and
- (2) [insert: name of Contractor], a corporation incorporated under the laws of [insert: country of Contractor] and having its principal place of business at

[insert: address of Contractor] (hereinafter called “the Contractor”).

WHEREAS the Procuring Entity desires to engage the Contractor to supply, install, achieve Operational Acceptance of, and support the following Information System [insert: brief description of the Information System] (“the System”), and the Contractor has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HEREBY AGREED as follows:

Article 1.	1.1 Contract Documents
Contract Documents	<p>The following documents shall constitute the Contract between the Procuring Entity and the Contractor, and each shall be read and construed as an integral part of the Contract:</p> <ol style="list-style-type: none">a The Contract Agreement and the Appendices attached to the Contract Agreementb Valid and authorized Amendments issued to the contract.

	c The Letter of Award (LoA)
--	-----------------------------

	<p>d Special Conditions of Contract</p> <p>e General Conditions of Contract</p> <p>f The Contractor’s bid and original Price Schedules (BoQ)</p> <p>g [Add here: any other documents]</p>
	<p>1.2 Order of Precedence (Reference GCC Section IV)</p> <p>In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above, and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in Article 1.1 above</p> <p>1.3 Definitions (Reference GCC)</p> <p>Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are described to them in the General Conditions of Contract.</p>
<p>Article 2.</p> <p>Contract Price and Terms of Payment</p>	<p>2.1 Contract Price</p> <p>The Procuring Entity hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations under the Contract. The Contract Price shall be the aggregate of as specified in the price schedules</p> <p>The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the taxes, duties and related levies if and as identified.</p>

Article 3.	3.1 Effective Date
Effective Date for Determining Time for Operational	The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when

Acceptance	<p>all of the following conditions have been fulfilled:</p> <ul style="list-style-type: none"> (a) This Contract Agreement has been duly executed for and on behalf of the Procuring Entity and the Contractor; (b) The Contractor has submitted to the Procuring Entity the performance security, in accordance with GCC (c) [specify here: any other conditions, for example, opening/confirmation of letter of credit]. <p>Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable</p>
	<p>3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Contractor, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Achieving</p> <p>Operational Acceptance and/or other relevant conditions of the Contract.</p>
Article 4. Appendixes	<p>4.1 The Appendixes listed below shall be deemed to form an integral part</p> <p>of this Contract Agreement.</p>
	<p>4.2 Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.</p>
APPENDIXES	
Appendix 1.	Contractor’s Representative
Appendix 2.	List of Approved Subcontractors, [if there is no Subcontractors, state “not applicable”]
Appendix 3.	Revised Price Schedules (if any)
Appendix 4.	Minutes of Contract Finalization Discussions and Agreed-to Contract

	Amendments
--	------------

IN WITNESS WHEREOF the Procuring Entity and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Procuring Entity

Signed:

in the capacity of [insert: title or other appropriate designation]

in the presence of

For and on behalf of the Contractor

Signed:

in the capacity of [insert: title or other appropriate designation]

in the presence of CONTRACT AGREEMENT

dated the [insert: **number**] day of [insert: **month**], [insert: **year**]

BETWEEN

[insert: **name of Procuring Entity**], “the Procuring Entity”

and

[insert: **name of Contractor**], “the Contractor”

e. SERVICE LEVEL AGREEMENT

THIS AGREEMENT is made on this the <***> day of <***> 20---- at <***>, India.

BETWEEN

----- having its office at -----
----- India hereinafter referred to as 'DGS' or 'Buyer', which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>, a Company incorporated under the *Companies Act, 1956*, having its registered office at <***> (hereinafter referred to as '*the Bidder/MSP*' which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the '*Parties*' and individually as a '*Party*'.

WHEREAS:

1. DGS is desirous for Implementation and Operations Management of ERP solution.
2. SPFO, SWFS and Bidder have entered into a Master Services Agreement dated <***> (the "*MSA*").

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

The following parties are obligated to follow the procedures as specified by this Agreement:

DGS/ SPFO and SWFS.

Bidder

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED For and on behalf of the Bidder by:	SIGNED, SEALED AND DELIVERED For and on behalf of DGS by:
(Signature) (Name) XXX (Designation) XXXX (Address) XXXX (Fax No.)	(Signature) (Name) (Designation) (Address) (Fax No.)

In the presence of:

1. _____

2. _____

f. Appendix 1. Contractor's Representative

In accordance with GCC Clause, the Contractor's Representative is

Name: [insert: name and provide title and address further below, or state ***to be nominated within fourteen (14) days of the Effective Date***"]

Title: [if appropriate, insert: title]

The Contractor's addresses for notices under the Contract are:

Address of the Contractor's Representative: [as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.]

Fallback address of the Contractor: [as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.]

g. Appendix 2. List of Approved Subcontractors (if any)

The Procuring Entity has approved use of the following Subcontractors nominated by the Contractor for carrying out the item or component of the System indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Procuring Entity of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the Procuring Entity reasonable time for review. The Contractor is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Procuring Entity and their names have been added to this list of Approved Subcontractors.

[specify: item, approved Subcontractors, and their place of registration that the Contractor proposed in the corresponding attachment to its bid and that the Procuring Entity approves that the Contractor engage during the performance of the Contract. Add additional pages as necessary.]

Item	Approved Subcontractors	Place of Registration

h. Appendix 3. Revised Price Schedules

The attached Revised Price Schedules (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Price Schedules contained in the Contractor's Bid. These Revised Price Schedules reflects any corrections or adjustments to the

Contractor's bid price.

i. Appendix 4. Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

The attached Contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, SCC, Technical Requirements, or other parts of this Contract.