

Expression of Interest (Eoi)
Empanelment of Service Providers for Seafood Traceability Technology mobile App for EU Catch
Certificate Compliance

THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY
(MINISTRY OF COMMERCE & INDUSTRY, GOVERNMENT OF INDIA)
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1. EoI SUMMARY

Name of the work	Empanelment of Service Providers for Seafood Traceability Technology mobile App for EU Catch Certificate Compliance
Pre-EoI Meeting Date & Time	12:00 hours on 04/08/2026
Last Date and Time for receipt of EoI's	17:00 hours on 12/08/2026
Time and Date of Opening of Technical Proposal	12:00 hours on 13/08/2026
Place of Opening the EoI	The Marine Products Export Development Authority, MPEDA House, Panampilly Avenue, Kochi – 682 036 KERALA

2. EoI NOTICE

THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY ("MPEDA" or "Authority") hereby floats this EOI document for inviting proposals from reputed and experienced companies ("Applicants") for **Empanelment of Service Providers for Seafood Traceability Technology mobile App for EU Catch Certificate Compliance** (the "Project"). The details of requirements and terms & conditions are available in the E-procurement portal <https://eprocure.gov.in/eprocure/app> and MPEDA Website: <https://mpeda.gov.in/>. Deadline for submission of EoI: 17:00 hrs on 12/08/2026.

Secretary

Place: Kochi
Date : 29/07/2026

3. EoI DOCUMENT

3.1. INTRODUCTION:

The Marine Products Export Development Authority (MPEDA) was established by an Act of Parliament in 1972 with the mandate to promote the development of the marine products industry, particularly exports from India. MPEDA is responsible for facilitating the growth of the seafood sector by supporting production, processing, 'Empanelment Continuity and Quality Assurance Fund', value addition, market promotion, research and development, capture fisheries, and aquaculture.

The MPEDA Act empowers the Authority to regulate the export of marine products and to undertake measures necessary to ensure sustainable, high-quality seafood exports from the country. As the nodal agency for the holistic development of India's seafood industry, MPEDA plays a key role in strengthening export competitiveness and compliance with international market requirements.

India exported 19.72 lakh tonnes of seafood during 2025–26, with the European Union (EU) remaining one of its most important export destinations. Ensuring continued access to the EU market requires compliance with evolving regulatory requirements relating to fisheries management, legality verification, and traceability.

3.2 EU Catch Certificate Traceability Requirements

3.2.1. EU Catch Certificate: The EU Catch Certificate is a mandatory document accompanying all sea-caught fishery products imported into the European Union. It certifies that the fishery products originate from catches made in compliance with applicable fisheries conservation and management measures and are not derived from Illegal, Unreported and Unregulated (IUU) fishing activities. In India, the Catch Certificate is validated by MPEDA, the competent authority designated by the Department of Commerce (DoC), GoI.

3.2.2. New regulations for catch certificate: The EU has introduced significant amendments to its fisheries control framework through Regulation (EU) 2023/2842 and related legislation to strengthen measures against IUU fishing. These changes include:

- Mandatory digital processing of Catch Certificates through the EU CATCH system integrated with TRACES NT.
- Electronic submission of Catch Certificates for all seafood imports into the EU from January 2027.
- Enhanced traceability requirements throughout the seafood supply chain.
- Strengthened verification and validation procedures for catch-related information.

Further, **Regulation (EU) 2025/1522, effective from 10 January 2027, introduces additional requirements including vessel-specific catch certificates and more detailed verification of fishing vessel and catch information.** Compliance with these regulations requires robust end-to-end traceability mechanisms capable of capturing, validating, storing, and transmitting information related to fishing operations, catch handling, processing, and export.

The National Framework on Traceability in Fisheries and Aquaculture, 2025 and MPEDA's export compliance guidelines similarly emphasize the need for verified and auditable electronic records covering the entire seafood supply chain, from fishing vessel operations through processing and export.

The EoI aims to empanel Apps to cover the EU catch traceability requirements up to the delivery of the consignment to the processing unit and electronically transmit the required data fields to the MPEDA catch certificate portal.

3.3 SCOPE OF WORK – EU Catch Certificate requirements

In view of evolving EU regulatory requirements and the need to ensure continued market access for Indian seafood exports, MPEDA proposes establishing a technology-enabled Seafood Traceability System to be integrated with Real Craft and the existing MPEDA Catch Certificate platform.

The process of EU amended Catch Certification involves the following,

1. The fishing vessel owner enters the catch details in the empanelled mobile app and submit it to generate an e-signed catch document in the prescribed format (Details given in Table:1).
2. The catch once landed is purchased by agent / exporter and is transferred to the processing unit/plant. The catch purchase and transportation details are entered in the app by the agent or representative of the exporter. (the empanelled app captures the required transportation details for traceability purpose).
3. The exporter then submits the details of catch procured fishing vessel-wise, voyage-wise and species-wise, and the processing unit (linked to the exporter) to the app through his login.
4. The app system verifies the data submitted by the exporter with the data in the e-signed catch document and if the data matches, the app must allow submission of the data by the exporter.
5. The submitted data will remain in the credit of the exporter, and the app shall push the data along with the e-signed catch document to the online catch certification portal of MPEDA for the exporter to use it for further preparation of the catch certification.
6. The exporter then submits the proposal for validation of the catch certificate in the MPEDA catch portal following the laid down procedure.

The empanelled Apps need to cover the EU catch traceability requirements up to the delivery of the consignment to the processing unit and electronically transmit the required data fields to the MPEDA catch certificate portal. (Flow chart for new EU catch certificate - Fishing Vessel / Exporter, is attached as Annexure - IV).

Accordingly, MPEDA invites proposals for empanelment from qualified service providers capable of providing app- and technology-based solutions to fishers and agents/exporters for a comprehensive Seafood Traceability Technology Solution to support compliance with EU Catch Certificates and strengthen the traceability and legality assurance framework for India's seafood exports.

The proposed solution shall enable the capture, validation, storage, and management of traceability data across the seafood supply chain, including fishing vessel operations, catch information, landing details, and traceability documentation up to the processor. The system shall support the generation, and validation of data required for EU Catch Certificates and ensure compliance with applicable EU regulations.

The Certificate is structured as follows. Technology solutions seeking empanelment must be capable of capturing and storing all data elements required across the following.

Table :1

Field No.	Data Element	Description / Accepted Values	System Requirement
PART A — Vessel & Flag State Details			
A1	Fishing Vessel Name	Official name as per registration	Vessel profile in system. Auto-populated from vessel registry
A2	Call Sign	a unique alphanumeric identifier assigned to a ship (If applicable)	
A3	Flag – home port / Harbour	Operating base harbour / State of vessel registration — India	Auto populated from vessel registry
A4	Vessel Registration Number – Valid until	State Fisheries Department registration ID	Mandatory vessel field. Auto populated from vessel registry
A5	IMO number or, if not applicable, other unique vessel identifier (if applicable)	International Maritime Organization number or call sign, where applicable	Linked to vessel profile. Auto populated from vessel registry
A6	Fishing Gear ⁽¹⁾	E.g., Trawl, Longliner, Purse Seiner; Gear: Troll, Drift net, etc.	Based on the fishing type
A7	Mobile satellite service no: / Telefax no: / Telephone no: / Email address (if issued)	Contact information	Linked to vessel profile
A8	Name of master of fishing vessel or of fishing licence holder	Full name of Master for the trip / Owner (licence holder) of Fishing Vessel	Captured at trip creation with name of the Master / Owner (licence holder) of Fishing Vessel.
A9	Signature of master of fishing vessel or of fishing license holder	Digital signature	Captured at trip creation with digital sign of the Master / Owner (licence holder) of Fishing Vessel.
PART B — Catch Details			
B1	Species	Common name + scientific name	Species lookup/dropdown/voice ‘visual capture in system
B2	Product code	FAO species code	Auto update based on common name
B3	Catch area(s)	FAO Major Fishing Area code	Auto captured via GPS device

B4	Catch Date (Date & Time of Departure)	Official departure from port — DD-MM-YYYY HH:MM	Auto captured via GPS device Visual/volumetric AI tool for data collection. Or by manual entry
B5	Catch Date (Date & Time of Arrival / Landing)	Arrival at port/landing centre — DD-MM-YYYY HH:MM	Auto captured via GPS device Visual/volumetric AI tool for data collection. Or by manual entry
B6	Unique Trip / Catch ID	System-generated unique identifier linking vessel, trip, and catch — used as the primary traceability reference	Auto generated; immutable
B8	Net catch Weight in kg	in case the fishery products are landed in third countries before exportation to the EU. (should be used if the landing did not take place under the supervision of a competent authority)	(as per EU FAQ – 52) Visual/volumetric AI tool for data collection. Or by manual entry
PART C — Transshipment Details (where applicable)			
C1	Transshipment Vessel Name	Name and flag of the receiving vessel, if the catch is transhipped at sea	Applicable for offshore/carrier vessel operations
C2	Name and reference number of the receiving vessel	IMO number	
C3	Port of Transshipment	Location where transshipment occurred	Captured if the transshipment module is enabled
C4	Port of landing	Location where landing occurred	
C5	Date of Transshipment	DD-MM-YYYY	Linked to original Trip ID
C6	Date of landing	DD-MM-YYYY	
C7	Species wise landing Quantity	Species and Quantity in kg to be recorded	Captured during landing/ transshipment
C8	Authorisation Reference	Port State or RFMO transshipment authorisation number, if required	Document upload in system
C9	Estimated weight	Weight in Kg of the Transhipped catch	Data to be captured. Visual or AI tool
	System must support CATCH data export or direct API integration		

PART D - PROCUREMENT & TRANSPORTATION DETAILS			
MPEDA will provide API services for its exporters to login to the app			
D1	Vessel details	Drop down to be provided for the registered vessel database for exporters to select.	The vessel name, registration and licence details may be auto populated
D2	Place of landing (Harbor)	Drop down to be provided for selection	
D3	Date of landing	calendar	
D4	Species wise quantity	Species and weight in kg to be captured	
D5	Sales document upload option (name & signature of purchaser - exporter)	Proof of purchase self-attested by exporter/ purchase agent / sales representative to be uploaded.	
D6	Transportation Vehicle type (Details of multiple vehicles to be captured)	Type of vehicle used to transport the catch from the fishing harbour to the processing unit (plant). (Drop down to select vehicle type)	Fetching details as entered by Dealer / Exporter/ Sales representative.
D7	Vehicle registration number	Alpha Numeric.	Information provided by exporter to be captured
D8	Vehicle capacity	In Kg	Information provided by exporter to be captured
D9	Species wise Quantity transported	In Kg (Species wise)	Information provided by exporter to be captured
D10	Date and Time of Departure from Harbour	Actual date and time	Date and time of departure from harbour
D11	Date and Time of Arrival at Plant	Actual date and time	Fetching details as entered by Exporter.
D12	Plant address & Registration no:	MPEDA Registration number	Fetching details as entered by Exporter.
D 13	Quantity and species received at plant	In Kg	Fetching details as entered by Exporter.
D 14	Submission by the exporter		App to accept the data after verifying the accuracy with the e signed catch document details, and push to the catch certification portal of MPEDA.

⁽¹⁾ Code to be used in accordance with International standard statistical classification of fishing gear
System Performance Standards

Parameter	Minimum Standard
Offline Capability	Must function with no internet connectivity at sea; offline-first
Data Sync	Offline data must sync to the cloud within 24 hours of connectivity
Language Support	All Indian coastal regional languages in addition to English
Data Retention	All records are retained for a minimum of 3 years per fisheries and food safety regulations
Audit Trail	All records timestamped and user-attributed; records not deletable — corrections logged
Uptime	Cloud/server components: minimum 99% uptime monthly

3.4 ELIGIBILITY & QUALIFICATION:

The applicant shall be required to fulfil the following eligibility and qualification criteria:

3.4.1 The Applicant should be a legal entity registered or incorporated under applicable laws in India.

3.4.2 An individual company or a Consortium of companies (max. two) is eligible to proposal. In the case of a Consortium, there should be an agreement between the two parties, and the lead party may submit the proposal document. When consortiums are permitted, the lead member should be identified by the consortium, and all consortium members should remain jointly and severally liable to the terms laid down in this document. Subcontracting of core activities should require prior approval from MPEDA.

3.4.3 Any entity that has been barred by the Central/ State Government/Public Sector Undertaking, or any other government institution in India, for any reason, from participating in any project, and the bar subsists as on the Proposal due Date, would not be eligible to submit the proposal. Self-declaration in this regard, certified by Applicant's MD/CEO/Chairman & Chartered Accountant, shall be submitted.

3.4.4 Applicant should, in the last three (3) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbiter or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor should have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant. Self-declaration in this regard, certified by Applicant's MD/CEO/Chairman & Chartered Accountant, shall be submitted.

Further, the applicant shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Proposal Process. Any Applicant found to have a Conflict of Interest shall be disqualified.

3.4.5 To be considered a qualified Applicant and for its proposal to be evaluated for further consideration in accordance with the terms herein, a Applicant shall be required to, inter alia, fulfil the following minimum eligibility criteria in terms of Technical Capacity and Financial Capacity as set out hereunder:

3.4.5 (a) Technical Capacity

Sl No.	Criteria	Documentary Evidence
1	The Applicant must be a registered entity with a minimum of 3 (Three) years of existence on the day of submission of the proposal. Or The applicants who are currently registered with MSME/NSIC or Startup as recognised by the Department for Promotion of Industry and Internal Trade (DPIIT) shall be eligible for exemption from this point	• Certificate of Incorporation • PAN Card • GST Registration Certificate • DPIIT and MSME certificate for startups
2	The Applicant must have at least 3 (Three) years of experience in working with Government organizations/public sector undertakings/reputed private organizations. (Or) The applicants who are currently registered with MSME or Startup as recognised by the Department for Promotion of Industry and Internal Trade (DPIIT) shall be eligible for exemption from this point	• Copies of work orders/ Client Completion Certificate • Names and address of clients who may be contacted for further information on those contracts. • DPIIT and MSME certificate for startups
3	The Applicant must have experience of running similar projects for at least 3 (Three) State/ Central Government organizations/ public sector undertakings in the last 3 (three) years.	• Copies of work orders/ Client Completion Certificate • Names and address of clients who may be contacted for further information on those contracts.
4	The Applicant must have experienced professionals in the area of developing web-based / mobile proposal	• Self-declaration certified by Applicant's MD/CEO/Chairman & Chartered Accountant. • Credentials and Profiles of the proposed Project Team.

3.4.5 (b) Financial Capacity

Sl No.	Criteria	Documentary Evidence
1	Average annual financial turnover of related services during the last 3 (three) financial years, preceding the proposal due date, should be at least ₹1 Cr. Note: Applicants currently registered with MSME or Startup, as recognised by the Department for Promotion of Industry and Internal Trade (DPIIT), shall be eligible for exemption from this point.	Audited balance sheet, annual report and profit and loss statement for the last three financial years prior to the proposal due date (2022-23 to 2024-25), countersigned by the statutory auditor/chartered accountant.

For the avoidance of doubt, the Applicants shall be required to fulfill all of the above-mentioned evaluation and qualification criteria in this Clause 3.4, for the Technical Proposal to be marked in accordance with the scoring criteria set out in Clause 12.4 below.

Further, in addition to the above-mentioned requirements, the proposal must be accompanied by the audited annual reports and financial statements (including the profit and loss statement and balance sheet) of the Applicant for the last 3 (three) financial years preceding the Proposal due Date.

In case the annual report and financial statement for the immediately previous financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect, certified by the statutory auditor/CA. In such a case, the Applicant shall provide the audited annual reports/Financial statement for the financial year preceding the latest financial year for which the audited annual report/Financial statement is not being provided.

4. Domain Experience

The applicant must have demonstrated experience in any of the following domains:

- Food traceability systems
- Export certification systems
- Supply chain traceability platforms

Preference shall be given to applicants with experience in:

- Export compliance systems
- Marine/fisheries digital platforms
- Blockchain-enabled traceability systems
- Digital traceability systems
- International trade documentation systems

5. Mandatory Technical Requirements

The proposed solution shall mandatory be able to fulfil the following requirements:

5.1 Integration

The applicant shall:

1. Integrate with the existing ReALCraft proposal/database/APIs of the Department of Fisheries/ any other APIs and the MPEDA catch certification portal.
2. Fetch vessel, landing, species, exporter, consignment, and traceability data saved to be integrated with MPEDA catch certification system .
3. Support API-based, database-based, or secure middleware-based integration.
4. Ensure near real-time synchronisation of traceability data.
5. The mobile proposal, backend proposal, APIs, and all associated web services shall undergo Vulnerability Assessment and Penetration Testing (VAPT) by a CERT-In empanelled Information Security Auditing Organisation. The audit report and compliance certificate shall be submitted

before integration with MPEDA systems. The cost of the security audit shall be borne by the service provider.

5.2 EU Catch Certificate Compliance

The software shall:

1. Support data input as referred in serial number 5.1.1 & 5.1.2 for the amended EU Catch Certificate format and future revisions.
2. Support Non-EU Catch Certificate format and future revisions.
3. Support mandatory data validation and cross-checking rules.
4. Generate audit-ready traceability reports.
5. Support multilingual document formats if required.
6. Provide version control and audit logs for every catch document transaction.
7. Maintain complete traceability from catch to the processing unit.
8. Support electronic document workflows and digital records.
9. Support Non-EU Catch Certificate format and future revisions.

The system shall align with requirements arising from:

- Regulation (EU) 2023/2842 (**Link** - <https://eur-lex.europa.eu/eli/reg/2023/2842/oj/eng>)
- Regulation (EC) No. 1005/2008 (<https://eur-lex.europa.eu/eli/reg/2008/1005/oj/eng>)
- Regulation (EC) No. 1010/2009 (<https://eur-lex.europa.eu/eli/reg/2009/1010/oj/eng>)
- EU CATCH digital certification requirements.(<https://webgate.ec.europa.eu/circabc-ewpp/d/d/workspace/SpacesStore/ab2ae1c8-b7a6-4811-9c98-8479fb110d92/download>)

5.3 Security Requirements

The applicant must ensure:

1. Secure API integration mechanisms.
2. End-to-end encryption of data in transit and at rest.
3. Compliance with Government cybersecurity standards.
4. Role-based authentication and authorisation.
5. Multi-factor authentication for administrators.
6. Security audit and vulnerability assessment before deployment/integration.
7. Comprehensive logging and monitoring mechanisms.
8. Disaster recovery and backup mechanisms.
9. Hosting compliance with Government-approved cloud/datacentre policies.

6. Technical Architecture Requirements

The applicant shall provide:

1. Web-based centralized proposal architecture.
2. Scalable micro services/service-oriented architecture preferred.
3. REST API support for interoperability.
4. Database replication and backup mechanisms.
5. Mobile-responsive interface.
6. Dashboard and analytics module.
7. Export/import interfaces for standard formats (XML/JSON/CSV/PDF).

8. Digital signature integration capability.
9. Integration-ready architecture for future linkage with EU CATCH/TRACES systems.

7. About This Empanelment

The MPEDA will maintain a publicly accessible Seafood Traceability Service Provider Registry. Empanelment is a formal government recognition that a company's solution meets the minimum technical standards required to support compliance with EU and Non-EU Catch Certificates.

Empanelment Is	Empanelment is NOT
Recognition of your solution's compliance capability	A contract to supply to the government
Listing on the MPEDA Service Provider Registry	An exclusive or preferred vendor status
MPEDA recognition for catch certificate documentation support	A guarantee of revenue or business

7.1 How It Works for End Users

Once empanelled, fishers, boat owners, landing centre operators, and seafood exporters may:

- Browse all empanelled providers
- Freely select and contract with any empanelled provider of their choice.
- Use the empanelled system to generate trip records, catch data, and EU Catch Certificate supporting documents recognized by MPEDA.

8. Who Can Apply

This empanelment is open and technology neutral. Any of the following types of organizations with a working, deployed seafood traceability solution are eligible:

Applicant Type	Examples
Technology Startups	GPS/IoT vessel tracking, catch logging apps, QR traceability platforms
MSMEs & SMEs	Traceability software or hardware-software bundle providers
Established IT Companies	Supply chain, food safety, or fisheries management software products
Hardware + Software Providers	Integrated GPS devices + mobile apps + cloud dashboards
Agri-tech / Blue Economy Firms	Companies working at the fisheries-technology intersection

9. Minimum Technical Requirements

9.1 Required Fields for EU Catch Certificate

The solution must capture, store, and export all of the following data fields automatically to support EU Catch Certificate generation. These data fields will be used to cross-verify the catch document submitted by the fishing vessel owner through the exporter in the MPEDA catch portal. For example, the catch document by a fishing vessel in a voyage may be 10 MT, and it is given to 10 exporters at 1 MT/exporter. Thus one exporter shall be able to apply only up to 1 MT for this fishing vessel in the MPEDA catch portal. These are mandatory for empanelment:

EU catch certificate attached as Annexure: VII.

Data Category	Field	Requirement
Vessel Identity	Vessel Name, Registration No., IMO/IRCS (if applicable), Vessel Type, Gear Type	Stored in the vessel profile; linked to every trip
Trip Record	Unique Trip ID, Master Name, Date-Time of Departure, Date-Time of Arrival/Landing, Landing Port	Auto-generated Trip ID; GPS-captured timestamps
Fishing Location	GPS coordinates per haul, FAO Fishing Area / Zone code	Minimum one GPS coordinate per haul; FAO zone auto-derived
Catch Data	Species Name (FAO code + common name), Quantity in Kg (per species), Product Presentation (Whole/Gutted/Frozen etc.)	Mandatory entry at landing
Chain of Custody	Lot/Batch Number generated at landing, linkage from Trip ID → Lot ID → Buyer/Processor	Immutable traceability link; audit trail with timestamps
Certificate Output	Ability to generate a Catch Certificate summary document matching EU Annex II fields	PDF or structured data export; MPEDA-recognised format

9.2 Non – EU Catch Certificate

Data Category	Field	Requirement
Vessel Identity	Vessel Name, Registration No., IMO/IRCS (if applicable), Vessel Type, Gear Type	Stored in the vessel profile; linked to every trip
Trip Record	Unique Trip ID, Master Name, Date-Time of Departure, Date-Time of Arrival/Landing, Landing Port	Auto-generated Trip ID; GPS-captured timestamps
Catch Data	Species Name (FAO code + common name), Quantity in Kg (per species), Product Presentation (Whole/Gutted/Frozen etc.)	Mandatory entry at landing
Certificate Output	Ability to generate a Catch Certificate summary document matching Non EU.	PDF or structured data export; MPEDA-recognised format

10. Obligations of Empanelled Service Providers

- Maintain the solution in a fully operational condition throughout the empanelment period.
- Provide onboarding, training, and helpdesk support to end users in the local language.
- Respond and resolve user complaints and critical issues that are directly linked to the software of the service provider within 6 hours;
- Respond and resolve user complaints and critical issues that are indirectly linked to the software of the empanelled service provider within 24 hours.
- Store all fisheries data within India in compliance with the DPDP Act 2023.
- The app must not tamper with the database on its own.

11. Contact & Submission

Proposal Portal	www.mpeda.gov.in https://eprocure.gov.in/
Nodal Officer	Deputy Director (MS)
Email for Queries	mktg@mpeda.gov.in

11.1 TERMS AND CONDITIONS

11.1.1 General

- The empanelment of the selected apps will be on a no cost payable basis for the services rendered to the MPEDA. MPEDA will not be a party to the business transactions the empaneled app vendor have with his/her clients.
- MPEDA retains the unrestricted right to empanel additional service providers, develop or deploy its own solution, modify its existing systems or migrate to another platform at any time without liability or compensation.
- MPEDA reserves the right to de-empanel the app vendor and also for onboarding another service provider whenever required.
- MPEDA shall be given seamless access to the data captured by the app developer for mandatory verification and audit process.
- The empaneled service providers shall oblige to an annual targeted minimum subscription level of 1000 fishing vessels and an annual incremental subscription of atleast 5% for fishing vessels.
- The empaneled service providers shall not use the name, logo or other credentials of MPEDA without prior approval.
- The app shall be made available in both android and IOS platforms.

11.1.2 The 'Empanelment Continuity and Quality Assurance Fund' shall be valid for a period of 26 (twenty-six) months from the date of execution of the Contract against work order. On successful completion of the Contract period, if the Contract is extended for another year, the Agency shall ensure that the 'Empanelment Continuity and Quality Assurance Fund' is extended for another 14 months.

11.1.3. Any condition or qualification or any other stipulation contained in the proposal shall render the Proposal liable to rejection as a non-responsive proposal. The proposal and all communications in relation to or concerning the proposal shall be in English language.

11.1.4. The Applicants shall be responsible for all of the costs associated with the preparation of their proposals and their participation in the proposal-lodging process.

11.1.5 The documents including EoI document and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Applicants solely for the purpose of preparation and submission of EoI in accordance herewith. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their proposal. The provisions of this Clause 12.4 shall also apply mutatis mutandis to proposals and all other documents submitted by the Applicant, and the Authority shall not return to the Applicants any proposal, document or any information provided therewith. These EoI documents are non-transferable.

11.1.6 Verification and Disqualification

(a) The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to this EoI document and the Applicant shall, when so required by the Authority, make available all such information, as may be necessary for such verification.

(b) The Authority reserves the right to reject any proposal of:

- (i) at any time, a material misrepresentation is made or uncovered; or
- (ii) the Applicant does not provide, within the time specified by the Authority, the supplementary information sought by the Authority for evaluation of the proposal.

Such misrepresentation/ improper response shall lead to the disqualification of the Applicant.

(c) In case it is found during the evaluation or at any time before selection of successful Applicant that one or more of the eligibility requirements have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith. If the successful Applicant has already been issued the work order or has entered into a Contract for provision of Services, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this EoI document, be liable to be terminated, by a communication in writing by the Authority to the successful Applicant without the Authority being liable in any manner whatsoever.

(d) Acceptance of Letter of Award (LoA):

The Successful Applicants shall submit a duly signed copy of the Letter of Award (LoA)/Work Order as a token of acceptance within the period specified by MPEDA. Failure to submit the signed acceptance within the stipulated time may result in cancellation of the award, and award of the work to the next eligible applicant, at the sole discretion of MPEDA.

(e) Execution of Agreement:

The Successful Applicants shall execute a formal Agreement with MPEDA in the prescribed format as per Annexure – VI, within seven (7) days from the date of issuance of the Letter of Award (LoA)/Work Order, on a non-judicial stamp paper of ₹500/- (Rupees Five Hundred only), at the applicant's own cost. Failure to execute the Agreement within the stipulated period may result in cancellation of the award, forfeiture of the 'Empanelment Continuity and Quality Assurance Fund', and such other action as deemed appropriate by MPEDA.

(f) Penalty for Delay or Non-fulfilment of Contractual Obligations:

If the Successful Applicants fails to perform the services in accordance with the agreed timelines or fails to fulfil any of the contractual obligations without sufficient justification acceptable to MPEDA, MPEDA shall be entitled to impose a penalty equivalent to 5% of the 'Empanelment Continuity and Quality Assurance Fund', as applicable, for each instance of delay or non-compliance, without prejudice to any other rights or remedies available under the Contract, including termination of the Contract and recovery of damages.

(g) Validity and Renewal of 'Empanelment Continuity and Quality Assurance Fund':

Where the validity of the Contract extends beyond the validity period of the 'Empanelment Continuity and Quality Assurance Fund', the Successful Applicant shall renew and maintain the validity of the 'Empanelment Continuity and Quality Assurance Fund', and where specifically required by MPEDA, for the entire period of the Contract, including any extensions thereof, subject to a maximum period of two (2) years or until completion of all contractual obligations, whichever is later. Failure to renew the security within the prescribed time shall constitute a material breach of the Contract and may result in forfeiture of the security, suspension of payments, or termination of the Contract.

11.1.7 Clarifications

(a) Any Applicant requiring clarification regarding the EoI documents may notify the Authority in writing via email. Queries should be submitted on or before the date specified in Section 2. The Authority shall endeavour to respond to all queries within the period specified therein. Responses will be communicated by email. Queries may be sent to MPEDA at mktg@mpeda.gov.in. Applicants may seek clarification on any issue that has not been covered or clarified during the pre-proposal meeting. Queries relating to matters that have already been discussed and clarified during the pre-proposal meeting shall not be entertained by MPEDA.

(b) The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 11.1.6 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

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

(d) To facilitate evaluation of the Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its proposal. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the proposal and shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If a Applicant does not provide clarifications sought herein above, its proposal may be liable to be rejected. In case the proposal is not rejected, the Authority may proceed to evaluate the proposal by construing and interpreting the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation.

11.1.8. MPEDA shall have right to issue addendum/corrigendum to the EoI documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein. Each addendum if any will be published in the Central Public Procurement Portal as well as the MPEDA website and shall form a part of the original invitation to the EoI. In order to afford the Applicants a reasonable time for taking an addendum into account, or for any other reason, MPEDA may, in its sole discretion, extend the proposal due date.

11.1.9. Format & Signing of Proposal

(a) The Applicant shall provide all the information sought under this EoI document. The Authority will evaluate only those proposals that are uploaded on the e-procurement (CPP) Portal in the required formats and complete in all respects, and all other submission of legal documents including but not limited to the Power of Attorney specified in Annexure V.

(b) The Applicant shall submit its proposal along with all annexures as prescribed under this EoI document, on the e-procurement (CPP) Portal. Each page of the proposal shall be signed digitally by the Applicant. The Applicant shall complete uploading their proposals by signing with Class III - Digital Signature Certificates, upon uploading the proposal in the (CPP) Portal. For the avoidance of doubt, the authorized signatory of the Applicant shall be required to acquire and procure a Class III Digital Signature Certificate for the purpose of submission of the proposal in the e-procurement (CPP) Portal.

(c) The Applicant shall also by the proposal due date, submit a hard copy of certain legal instruments and documents in hard copy to the address and person mentioned hereunder. The hard copy submission shall be referred to as the “Enclosures of Proposal”. The Enclosures of Proposal shall include the following particulars:

(ii) Proposal Form as provided in Annexure I;

(iii) Letter Comprising the Proposal is provided in Annexure II; and

(iv) Power of Attorney for signing of Proposal in the prescribed format as provided in Annexure V supported with board resolution or relevant extract of charter document in favour of executant.

The hard copy submission of the Enclosures of Proposal shall be made in a sealed envelope, and the envelope shall be marked as **“SERVICE PROVIDERS FOR SEAFOOD TRACEABILITY TECHNOLOGY FOR EU CATCH CERTIFICATE COMPLIANCE”**. The envelope shall clearly mention the name and address of the Applicant.

The envelope mentioned above shall be addressed to the following officer and shall be submitted at the address below:

DESIGNATION: **Secretary,**

THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY (MPEDA)

(MPEDA, Ministry of Commerce & Industry, Government of India)

P. B. No. 4272, MPEDA House, Panampilly Nagar, Kochi – 682 036.

Phone: + 91-484- 2321722, 2312812, 2311979

Fax: + 91-484-2312812 / 2313361

For the avoidance of doubt, it is clarified that without prejudice to the requirement of submission of hard copy of Enclosures of Proposal, a scanned copy of the abovementioned Enclosures of Proposal shall also be uploaded on the e-procurement (CPP) Portal along with the respective proposals. If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

In case of any discrepancy and difference between the scanned copy and the original hard copy of the Enclosures of Proposal, the original hard copy shall prevail.

11.1.10 Rejection of Proposals

(a) Notwithstanding anything contained in this EoI document, the Authority reserves the right to reject any proposal and to annul the proposalding process and reject all proposals at any time without any liability or any obligation for such rejection or annulment, and without assigning any reasons, therefore. In the event that the Authority rejects or annuls all the proposals, it may, in its discretion, invite all eligible Applicants to submit fresh proposals hereunder.

(b) The Authority reserves the right not to proceed with the proposalding process at any time, without notice or liability, and to reject any proposal without assigning any reasons.

11.1.11 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Applicants shall not be disclosed to any person who is not officially concerned with the proposalding process or is not a retained professional advisor advising the Authority in relation to or matters arising out of or concerning the proposalding process. The Authority will treat all information, submitted as

part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

11.1.12 The Courts at Kochi shall have the exclusive jurisdiction over all cases/proceedings relating to any dispute or claim arising out of or any case of performance related to this EoI document.

11.1.13 The Agency should ensure the confidentiality of the information relating to work or to any aspect of MPEDA's activities that comes into its possession as a result of or in connection with its work under this Project.

11.1.14 MPEDA reserves the right to terminate the Contract or incomplete execution/poor performance by the Agency / service providers, by giving 3 (three) months' notice.

11.1.15 The Applicant should not have been blacklisted by any Central/State Government/Public Sector Undertaking, Govt. of India as on the Proposal due Date.

11.1.16 Notwithstanding anything contained in this EoI document, MPEDA reserves the right to reject any Proposal and to annul the Proposal Process and reject all proposals at any time without any liability or any obligation for such rejection or annulment, and without assigning any reasons therefor.

11.1.17 The Proposals shall be valid for a period of not less than one hundred and twenty (120) days from the Proposal due Date. The validity of Proposals may be extended by mutual consent of the respective Applicants and the Authority.

11.1.18 The contract awarded under this EoI shall be valid for a period of two (2) years, with further scope of extension, from the date of commencement of the work or such other date as specified in the Work Contract.

11.1.19 Pre-EoI Conference

Pre-EoI conferences of the Applicants shall be convened at 11.00 hours on 04/08/2026, through VC. During Pre-EoI conference, the Applicant shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive proposal process.

11.1.20 Corrigendum/Addendum - Any clarification, modification, amendment, addition, deletion, or other change to the EoI document arising out of the Pre-EoI Conference or otherwise, as considered necessary by the Authority, shall be issued only through a Corrigendum/Addendum. Such Corrigendum/Addendum shall form an integral part of the EoI document and shall be published on the MPEDA website and/or the designated e-procurement portal.

11.1.21 The agency has to complete the formalities for compliance of Government guidelines, Proposal/System/Security/UIDAI compliance audits through Government empanelled auditors at their cost before hosting.

12. SELECTION METHOD & CRITERIA

a. MPEDA has adopted an online single-stage e-procurement process. All the applicants (The “**Applicant**”, which expression shall, unless repugnant to the context, include the members of the consortium), shall simultaneously submit their relevant qualification details for the purpose of meeting the qualification and eligibility criteria stipulated in Clause 3.3 (both for technical capacity and financial capacity) as per terms herein (collectively the “**Technical Proposal**”).

b. MPEDA shall evaluate the Technical Proposal to ascertain whether the Technical Proposal is responsive as per Clause 13.1 and whether the Technical Proposal fulfils the eligibility and qualification criteria stipulated in Clause 3.3. If the Technical Proposal is considered responsive and the Applicant has fulfilled the eligibility and qualification criteria stipulated in Clause 3.3, the Technical Proposal shall be allocated marks as per the scoring criteria stipulated in Clause 12.4. The Technical Proposal shall be evaluated on 100 marks on the parameters described and as per the mechanism stipulated in Clause 12.4. Only the Applicants whose Technical Proposals are responsive, fulfills the eligibility and qualification criteria specified in Clause 3.3 and who have scored a minimum of 80 marks out of 100 marks during the course of evaluation of the Technical Proposal will only be empanelled.

c. Upon identification of the successful Applicant pursuant to this EoI document, MPEDA and the successful Applicant shall enter into a contract (“**Contract**”) with tenure of 3 (three) years from the date of commissioning of Services, which shall be further extendable by 2 (two) more year as per the terms and conditions stipulated in the Contract. The extension of the Contract tenure will be based on their performance evaluation. The services which are to be provided by the successful Applicant have been described herein below in Clause 3.2 (“**Services**”). For the purpose of clarification, upon signing and execution of the Contract, the successful Applicant shall be referred to as the “**Agency**”.

12.1 As stated earlier, the proposing process shall be a two-stage process. The Authority shall open the Proposals received on the e-procurement (CPP) Website on the date specified in Section 1 of this EoI document at the place specified therein in Section 1 and in the presence of the Applicants who choose to attend.

If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Applicant. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposals. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

Prior to the detailed evaluation of the Technical Proposals, as a first step, MPEDA shall determine whether each proposal is responsive. The Authority, as part of the test of responsiveness, shall ascertain whether the Proposal is:

1. Complete in all respects and contains all the information sought by MPEDA;
2. Uploaded on the e-procurement Portal as per the format provided in Annexures I,II,III, V, along with all other supporting documents;
3. Accompanied by the Power of Attorney as per the format provided in Annexure V and is accompanied by the board resolution/charter document in favor of the executant;
4. Signed and initialled in accordance with the terms of this EoI document. Not conditional or does not contain any qualification; and
5. Substantially responsive to the requirements set forth in the EoI document.

The evaluation shall be based on technical parameters.

12.2. Final Selection:

Upon the determination of the successful applicants, the Authority shall issue to such successful applicants a letter of Empanelment (“LOE”) in duplicate by the Authority and the successful applicant shall within fifteen (15) days of the receipt of the LOE, sign and return the duplicate copy of the LOE in acknowledgement thereof. In the event the duplicate copy of the LOE duly signed by the successful applicant is not received by the stipulated date, the Authority may disqualify such Applicant from the Project and the Applicant scoring the second highest marks shall be considered.

12.3 TECHNICAL EVALUATION & SCORING PATTERN (Technical Proposal Presentation)

The technical evaluation and scoring criteria has been broadly defined hereunder. The Applicant has to provide documentary proof against each criterion as a part of technical evaluation. The applicant with 80% mark in the document verification will be shortlisted for Presentation (ie. 48 marks, for sl. nos: 1 to 4)

Sl No.	Criteria	Max. Marks	Documentary Evidence
1	Years of experience in web based and mobile proposal (4 marks for 3 years’ experience, two marks each for additional years of experience, with a maximum of 10 marks) (Minimum mark for MSME & Start ups – 6)	10	Documents of incorporation and other relevant certificates Self- declaration certified by Applicant’s MD/CEO/Chairman & Chartered Accountant
2	Experience of doing web based and mobile proposal projects in the last three years on traceability systems as per 3 criteria (5 marks for each project) with a maximum of 30 marks)	30	- Copies of work orders/ Client Completion Certificate - Self-declaration certified by Applicant’s MD/CEO/Chairman & Chartered Accountant
	Experience of Key Personnel	20 marks	
3	Project Head - Minimum 5 years of experience in leading and managing web-based and mobile proposal projects, possessing a B.Tech/B.E. in Computer Science, Information Technology, Electronics, or equivalent qualification from a recognized university. Proficiency in modern programming languages, database management, API development, and cloud technologies.	10	Experience certificate, Qualification certificate, declaration from employer
4	Senior Software Developer - Minimum 5 years of experience in software development, including web-based and mobile proposals. Proficiency in modern programming languages, database management, API development, and cloud technologies. Qualification - B.Tech/B.E. in Computer Science, Information Technology, Electronics, or equivalent from a recognized university.	10	Experience certificate, Qualification certificate, declaration from employer
5	Concept Demonstration	40	

5A	Concept and Methodology.	10	
5B	Understanding of the work & the scope of services	10	
5C	Proposed work plan & milestones	20	
	Total	100	

13 INSTRUCTIONS FOR SUBMISSION OF EoI ON CENTRAL PUBLIC PROCUREMENT PORTAL (CPPP)

Applicants are advised to study the EoI document carefully. The proposal along with the necessary documents should be submitted online through Central Public Procurement Portal (CPPP) website: <https://eprocure.gov.in/eprocure/app> (after log in to the portal using Digital Certificate) (“**e-procurement Portal**”) in two proposal systems i.e. (i) technical proposal not later than the date and time specified in the EoI document. Prospective Applicants are advised to follow the instructions provided in the “General Instruction to Applicants” for e-submission of the proposals online through CPPP for e-Procurement at <https://eprocure.gov.in/eprocure/app>. Proposal documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. EoI sent by any other mode will not be accepted.

The proposal security (Demand Draft drawn in the name of “Secretary, MPEDA”, payable at Ernakulam) shall be deposited in “ORIGINAL” in a sealed envelope before the proposal due date along with the other Enclosures of Proposal has specified in Clause 12 above) and time to the address given above.

For the avoidance of doubt, Proposals submitted by fax, telex and telegram shall not be entertained and shall be summarily rejected.

13.1 In addition to all other requirements stipulated under this EoI document, the Technical Proposal shall mandatorily include the following details:

13.2 Proposal Form (***Annex I***), along with all supporting attachments.

13.3 Company Profile along with details of Organization Structure and Employee Strength.

13.4 Letter Comprising the Technical Proposal

13.5 Copy of PAN Card and GST Registration.

13.6 Copies of Chartered Accountant certified audited balance sheet for the 3 (three) consecutive financial years starting from 2022-23 to 2024-25 along with the turnover details filled and certified by Chartered Accountant in the prescribed format as per ***Annexure III***.

13.7 The organization must have prior experience of handling similar projects. The proposing company or consortium shall furnish the work order/client completion certificate or an undertaking to this effect.

13.8 The Applicant should submit a Power of Attorney as per the format prescribed at Annexure V, authorizing the signatory of the proposal to commit the Applicant, along with a board resolution or relevant extract of the charter document in favour of the executant.

13.9 All supporting documents listed against eligibility criteria and technical evaluation criteria.

Note: All the pages of the supporting documents submitted should be duly signed and sealed by the Applicant.

14 Force majeure

Force Majeure (FM) means extraordinary events or circumstances beyond human control, such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability and obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not entirely excuse a party's non-performance but only suspends it for the duration of the FM.

14.1. The applicable Force Majeure provisions are explained in the contractual agreement as part of this proposal document.

14.2. MPEDA reserves the right to suspend or terminate the engagement in cases involving security concerns, regulatory non-compliance, repeated service failures, insolvency, blacklisting or any other material breach. Appropriate step-in rights may also be considered to ensure continuity of services.

15. Schedule of EOI process

Sl. No:	Activity Proposed	Timeline
1	Publishing of Expression of Interest (Eoi) on Central Public Procurement Portal (eprocure.gov.in)	29 July 2026
2	Pre-proposal Meeting / Clarification	4 August 2026
3	Last Date for Submission of Eoi	12 August 2026
4	Opening of Eoi	13 August 2026
5	Shortlisting of Agencies	17 August 2026
6	Presentation date of the shortlisted agencies	19 August 2026
7	Selection of Agencies & Award of Work	21 August 2026
8	Eoi Validity	180 days from the last date of submission of Eoi
9	Development, Testing and Pilot Implementation	15th October 2026
10	Go-Live of the New EU Catch Certificate System	November–December 2026

ANNEXURES

ANNEXURE I

PROPOSAL FORM

Last date for receipt of EoI is on or before 17:00 hrs of 12/08/2026

From

.....
.....

To

The Secretary
THE MARINE PRODUCTS EXPORT DEVELOPMENT AUTHORITY
P. B. No. 4272, MPEDA House,
Panampilly Avenue Kochi – 682 036.

Sl. No.	Particulars	Details to be filled in by the Applicant
1	Name of the Firm/Agency	
2	Registered office/business address of the Agency with telephone, cell, Website, Email and fax number	
3	Name of Contact Person(s)	
4	Address with telephone, Fax numbers, Email and name(s) of the contact person (s)	
5	Year of Incorporation & Constitution	
6	Income Tax - PAN No. (Attach copy of PAN)	
7	GST No. (Attach copy of GSTN registration)	
8	Turnover during last three years (copy of audited Balance sheet to be enclosed)	
	Year	Turnover in Rupees lakhs (in words and figures)
	2022-23	
	2023-24	
	2024-25	
9	Whether registered with Registrar of Firms / Companies? If yes, Date of Registration (Attach copy of Registration)	
10	Customer Profiles (Attach copy of work orders/proof)	
11	<u>Infrastructure details</u> 1) Details of network/branches of Agency in India and abroad. 2) Whether the Agency has adequate professionally trained manpower. 3) Whether the Agency is providing services to Union Govt. / Public sector undertakings, any reputed international organizations, financial institutions, banks/private sector companies, etc. in past three years.	
12	Details of Previous experience (Copies of experience certificates, work orders and proof of Work order value to be attached)	

	Details of Contracted Organization, its address and contact numbers			Period of contract			Work order value		
				From		To			
13	Other relevant information, if any								
14	Verification - The proposal for engagement should be signed by the authorized signatory verifying that all the details furnished in the proposal are true and correct to the best of his/her knowledge and that in case of furnishing any false information or suppression of any material information would lead to rejection of proposal besides initiation of penal proceedings by the Authority.								

Name & Signature of authorized signatory

Date:

Name & Seal of Applicant

TECHNICAL CAPACITY OF THE APPLICANT

The information regarding the relevant experience of the firm should be provided in the format below.

Name of Applicant:

Project Name:	Location of Project:
Project Brief (Narrative description of Project)	Current status of the Project: Note: If the design is completed for the project but the development is in progress, mention the current status as 'Design Completed'
Description of actual contract/services provided:	
Name of Client:	Address of Client: Contact phone number and e-mail of Client:
Start date (month/year): Completion date (month/year):	Value of Project:

Signature of Applicant/Lead Member

Notes:

1. The Project Data Sheet mentioned above should necessarily be accompanied by supporting documents mentioned in Clause 11.1.4.

FINANCIAL CAPACITY OF THE APPLICANT

Fill in the blanks for each of the last 3 (three) fiscal years, duly certified by statutory auditor/chartered accountant.

1. Turnovers during the last 3 (three) consecutive financial years:

Applicant Type	2022-23	2023-24	2024-25	Total
Single or Consortium				

(Signature of Applicant)

PROCESS FLOW

Fishing vessel details (Data to be fetched for ReAL Craft)

Flow for the new EU CC- Fishing vessel part

3. Catch details (API through empanelled APPS)

Verified weight landed (Net catch weight in Kg)

Name of master of FV or of Fishing license holder-Signature (API through empanelled apps/
Nabhmitra app)

Catch area

FV license number / Access pass/ LoA and validity

Fishing Gear

Name of FV

Flag-Home port and Registration number

IMO number or if NA other unique vessel identified, if applicable

Date of Arrival

Fishing vessel details

Date of departure

2. Voyage details (API through empanelled APPS)

Flow for new EU CC- Exporter

Total landed catch
Catch processed
Processed Fishery product

CC Number,
Vessel names
Validation dates

Validation by flag state

Details in processing statement

Submission of CC and Processing statement for validation

Entry of exporter details

Species and quantity purchased
1.
2
3

Vehicle registration number used for transport

MPEDA Registration of Dealer

Registration number of Fishing vessel from purchase made

Exporter/ Processing plant

POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, We, _____ (name of the Applicant and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. _____/ Ms _____ (Name), son/daughter/wife of _____ and presently residing at _____, who is {presently employed with us and holding the position of _____}, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for [***]("Project") proposed or being developed by the [***] (the "Authority") including but not limited to signing and submission of all proposals and other documents and writings, participation in applicants' meetings and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all documents and undertakings consequent to acceptance of our proposal, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our proposal for the Project and/or upon award thereof to us and/or till the completion of the Project as per the contract(s) for provision of services with the Authority or any entity representing the Authority.

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

IN WITNESS WHEREOF WE, _____, THE ABOVENAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2019.
For

.....

(Signature)

Witnesses:

(Name, Title and Address)

- 1.
- 2.

[Notarised]

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person*

executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*
- *However, in the countries, which are members of the Hague Convention, the document has to be notarized by the public notary and apostilled by the designated competent authority of the issuing country.*

Contractual agreement format

AGREEMENT FOR EMPANELMENT OF SEAFOOD TRACEABILITY TECHNOLOGY SERVICE PROVIDER

This **Agreement for Empanelment of Seafood Traceability Technology Service Provider** is made and executed on this ____ day of _____, 2026 at Kochi, Kerala

BY AND BETWEEN

The Marine Products Export Development Authority, a statutory authority constituted under the Marine Products Export Development Authority Act, 1972, having its Head Office at MPEDA House, Panampilly Avenue, Kochi – 682036 (hereinafter referred to as "**MPEDA**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);
AND

_____, a company incorporated under the Companies Act, _____ bearing CIN: _____, GSTIN: _____, ISD GSTIN (if applicable): _____, having its registered office at _____, represented by its Authorized Signatory [Name/Designation] OR, where the selected applicant is a consortium, the consortium comprising: (i) _____, as the Lead Member; and (ii) _____, as the Consortium Member, each acting through its duly authorised signatory and jointly - (hereinafter referred to as the "**Service Provider**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

WHEREAS:

- A. MPEDA has invited proposals for empanelment of competent service providers for providing a technology solution for seafood traceability and digital management of electronic Catch Certificates to facilitate compliance with the applicable regulatory framework governing seafood exports, including the requirements of the European Union Catch Certification Scheme.
- B. Pursuant to the Expression of Interest dated [add date of EOI here] issued by MPEDA and the evaluation conducted thereunder, the Service Provider has been selected for empanelment subject to the terms and conditions contained in the EOI and this Agreement.
- C. The Parties now desire to record the terms governing such empanelment and the obligations of the Service Provider.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

- a. "**Agreement**" means this Agreement for Empanelment of Seafood Traceability Technology Service Provider together with all schedules, annexures and amendments executed by the Parties from time to time.
- b. "**Applicable Laws**" means all applicable laws, statutes, rules, regulations, notifications, directions, governmental orders, judicial decisions and regulatory requirements in force in India, together with all applicable European Union regulations, implementing acts, technical

specifications, API requirements, operational instructions and subsequent amendments relating to seafood traceability, electronic Catch Certification and the CATCH/TRACES system.

- c. **"Business Day"** means any day other than a Saturday, Sunday or public holiday on which banks are open for business in Kochi, Kerala.
- d. **"Contract Documents"** means this Agreement, the EOI (together with all annexures, corrigenda, clarifications and amendments), the proposal submitted by the Service Provider to the extent accepted by MPEDA, any Work Order, Service Order or written instructions issued by MPEDA from time to time, and any other document expressly forming part of the contractual arrangement.
- e. **"Confidential Information"** means all information disclosed by or on behalf of MPEDA or generated pursuant to this Agreement, whether in written, oral, electronic or any other form, including MPEDA Data, Personal Data, technical information, software, designs, specifications, reports, business information, financial information, regulatory information, trade secrets and any other information designated as confidential or which ought reasonably to be regarded as confidential, but excluding information falling within the exceptions set out in Clause 8(c).
- f. **"Deliverables"** means all reports, software customisations, configurations, databases, documentation, user manuals, training materials, source code developed specifically for MPEDA (where applicable), APIs, interfaces, workflows, designs, specifications and all other work products, whether tangible or intangible, created, developed, configured or delivered by the Service Provider pursuant to this Agreement.
- g. **"Effective Date"** means the date written in the recitals to this Agreement or such other date as may be specified by MPEDA in writing.
- h. **"EOI"** means the Expression of Interest issued by MPEDA for the Empanelment of Service Providers for Seafood Traceability Technology Mobile App for EU Catch Certificate Compliance dated [xx.xx.2026], together with all annexures, corrigenda, clarifications and amendments thereto.
- i. **"Force Majeure"** means an event beyond the reasonable control of the affected Party which could not reasonably have been prevented or overcome by the exercise of due diligence, but shall not include shortage of funds, failure of subcontractors or personnel, avoidable cybersecurity incidents, failure to maintain adequate business continuity arrangements, or any event caused or contributed to by the affected Party.
- j. **"Intellectual Property Rights"** or **"IPR"** means all present and future intellectual property rights, whether registered or unregistered, including copyrights, patents, trademarks, designs, trade secrets, database rights, software rights, know-how and all similar proprietary rights.
- k. **"MPEDA Data"** means all information, records, databases, documents, reports, certificates, metadata, user information, transaction records and any other data collected, generated, processed, stored or maintained pursuant to the Services, whether created by MPEDA, exporters, processors, fishing vessels, or any other users or the Service Provider while performing the Services.
- l. **"Party"** means MPEDA or the Service Provider individually, and **"Parties"** means both of them collectively.
- m. **"Empanelment Continuity and Quality Assurance Fund"** means the security fund furnished by the Service Provider pursuant to the EOI and this Agreement for the due performance of its obligations.
- n. **"Personal Data"** shall have the meaning assigned to it under the Digital Personal Data Protection Act, 2023 and the rules made thereunder.
- o. **"Services"** means all services to be provided by the Service Provider under this Agreement and the EOI.
- p. **"Service Provider Personnel"** means the employees, consultants, agents, subcontractors and representatives engaged by the Service Provider for performance of the Services.

- q. **"Solution"** means the seafood traceability technology solution, including the mobile proposal, web proposal, software, databases, APIs, dashboards, reports, interfaces, documentation and all associated components developed, deployed or maintained under this Agreement.

2. Interpretation:

Words importing the singular shall include the plural and vice versa; references to statutes shall include amendments, re-enactments and subordinate legislation; headings are inserted for convenience only and shall not affect interpretation.

3. Appointment, Nature of Empanelment & Term:

- a. Subject to the terms and conditions of this Agreement and the EOI, MPEDA hereby empanels the Service Provider, on a non-exclusive basis, for providing the Services described in this Agreement and the EOI. The Service Provider accepts such empanelment and agrees to perform the Services in accordance with this Agreement, the EOI, Applicable Laws and all written instructions issued by MPEDA from time to time. Where the Service Provider comprises a consortium, each consortium member shall execute this Agreement and shall be jointly and severally responsible and liable for the due performance of all obligations under the Contract Documents. The lead member shall be authorised to act on behalf of the consortium for operational and administrative purposes; however, such authorisation shall not diminish the liability of any consortium member. No change in the constitution, ownership, lead member or composition of the consortium shall be made without the prior written approval of MPEDA.
- b. The Parties acknowledge and agree that the empanelment of the Service Provider shall not be construed as an exclusive appointment and shall not confer upon the Service Provider any preferential right or guarantee of allocation of work, minimum business, revenue, users, transactions or any other commercial benefit. MPEDA shall be entitled, at its sole discretion, to empanel one or more service providers under the EOI and to permit exporters, processors or other eligible stakeholders to select any empanelled service provider, wherever such choice is contemplated under the EOI or as may be decided by MPEDA from time to time.
- c. Nothing contained in this Agreement shall restrict MPEDA from developing, procuring, implementing, licensing or using any software, platform, proposal or technology solution, either directly or through any third party, in addition to or in substitution of the Services provided by the Service Provider.
- d. This Agreement shall commence on the Effective Date and shall remain in force for a period of three (3) years, unless terminated earlier in accordance with this Agreement. MPEDA may, at its sole discretion, extend the term of this Agreement for a further period of one (1) year, on the same or such modified terms as may be mutually agreed in writing.
- e. During the Term, the Service Provider shall continuously comply with the eligibility conditions, technical requirements, service standards and all other obligations specified in the EOI and this Agreement. Failure to maintain such compliance shall constitute a material breach of this Agreement.
- f. The Parties acknowledge that the EOI, together with all annexures, corrigenda, amendments, clarifications and written directions issued by MPEDA in relation thereto, forms an integral part of this Agreement and shall be read harmoniously with the provisions of this Agreement.
- g. The empanelment of the Service Provider shall not create any financial or payment obligation upon MPEDA. The Service Provider shall levy and collect charges, if any, only from the users or stakeholders availing its Services and strictly in accordance with the rates, commercial terms and conditions accepted by MPEDA under the EOI. MPEDA shall not guarantee any minimum number of users, transactions, revenue or recovery of charges and shall not be responsible for

any payment default or dispute between the Service Provider and any user or stakeholder. No fee, charge or other amount shall be imposed upon any user unless disclosed in the accepted financial proposal and permitted under the EOI.

- h. MPEDA shall not be a party to, or be responsible or liable for, any financial, contractual, legal, or other disputes arising between the empanelled agency and any third party/subscriber of the proposal. All such disputes shall be resolved solely between the empanelled agency and the concerned third party/subscriber, and MPEDA shall have no legal, financial, or other liability in this regard.

4. SCOPE OF SERVICES

- a. The Service Provider shall, at its own cost and expense, unless otherwise expressly agreed in writing by MPEDA, design, develop, deploy, configure, integrate, implement, operate, maintain, support and continuously enhance a secure, reliable and scalable Seafood Traceability Technology Solution for facilitating end-to-end seafood traceability and electronic Catch Certificate management in accordance with the requirements of MPEDA, Applicable Laws and the EOI.
- b. Without prejudice to the generality of the foregoing, the scope of the Services shall include, *inter alia*:
 - i. development, deployment, implementation and maintenance of the Seafood Traceability Technology Mobile Proposal and all associated web-based proposals, dashboards, databases, interfaces and software components;
 - ii. onboarding of MPEDA-registered exporters and registration of exporters, processors, registered fishing vessels (with respective competent authorities), vessel operators, farmers, aquaculture establishments, processing establishments and such other stakeholders as may be notified by MPEDA;
 - iii. enabling end-to-end digital traceability of seafood products from the fishing operation and landing stage through transportation and receipt at the processing unit, including the capture, validation, storage and retrieval of all relevant traceability information, and such further stages as may be specified in the EOI or notified by MPEDA in accordance with Applicable Laws;
 - iv. capture, validation, management and electronic transmission to the MPEDA Catch Certificate portal of all data required for preparation, processing and validation of electronic Catch Certificates and such other regulatory documents as may be required under Applicable Laws;
 - v. integration with MPEDA systems and such Government platforms, third-party systems, APIs and regulatory platforms as may be specified by MPEDA from time to time, including compliance with the European Union CATCH/TRACES framework and all applicable technical specifications, operational guidelines and future regulatory modifications;
 - vi. provision of secure role-based user management, authentication, audit trails, system logs, reporting, dashboards and analytical tools;
 - vii. implementation of appropriate information security controls, encryption, access management, backup, server management, disaster recovery, vulnerability assessment, penetration testing, monitoring and incident response measures;
 - viii. provision of user manuals, technical documentation, training, capacity building, helpdesk services and technical support for MPEDA and authorised users;
 - ix. periodic software maintenance, bug fixes, security patches, regulatory updates, feature enhancements and performance optimisation throughout the Term;
 - x. migration, export and secure transfer of MPEDA Data, documentation and other Deliverables upon expiry or termination of this Agreement; and
 - xi. all other activities, functions and services necessary or incidental to the successful implementation, operation and maintenance of the Solution in accordance with this Agreement and the EOI.

- c. The Service Provider shall ensure that the Solution remains fully compliant throughout the Term with all applicable legal, regulatory and technical requirements, including any amendments to Applicable Laws, technical standards, API specifications or operational requirements notified by MPEDA or the relevant regulatory authorities from time to time.
- d. The Service Provider acknowledges that the Services are intended to support a regulatory compliance framework of national importance. Accordingly, the Service Provider shall perform the Services with the highest standards of professional skill, care, diligence, integrity and efficiency expected of an experienced technology service provider possessing expertise in seafood traceability and regulatory compliance solutions.

5. TECHNICAL, OPERATIONAL AND REGULATORY OBLIGATIONS OF THE SERVICE PROVIDER

- a. The Service Provider shall perform the Services diligently, professionally and in accordance with this Agreement, the EOI, Applicable Laws and good industry practice.
- b. The Service Provider shall ensure that the Solution remains fully compliant throughout the Term with the requirements of the EOI, Applicable Laws, the Digital Personal Data Protection Act, 2023, applicable cyber security requirements, and all applicable European Union regulations, implementing acts, technical specifications, API documentation, operational guidelines and subsequent amendments governing the CATCH/TRACES framework or any successor system.
- c. The Service Provider shall, at its own cost, promptly implement all software updates, configuration changes, feature enhancements, bug fixes, security patches, regulatory modifications and API changes necessary to ensure that the Solution remains functional, secure and compliant throughout the Term of this Agreement.
- d. The empaneled service providers shall oblige to an annual targeted minimum subscription level of 1000 fishing vessels and an annual incremental subscription of atleast 5% for fishing vessels.
- e. The Service Provider shall deploy suitably qualified, experienced and competent personnel for the performance of the Services and shall ensure that all personnel engaged for the Services possess the requisite technical expertise and are adequately trained to discharge their respective responsibilities. The Service Provider shall remain solely responsible for the acts, omissions and conduct of its personnel, agents, representatives and permitted subcontractors.
- f. The Service Provider shall establish and maintain adequate project governance, technical support and helpdesk mechanisms, including appropriate escalation procedures, to ensure timely resolution of incidents, defects, user queries and operational issues. The Service Provider shall provide such implementation assistance, user support, technical documentation and capacity-building programmes as may reasonably be required by MPEDA from time to time.
- g. The Service Provider shall maintain complete, accurate and up-to-date records relating to the performance of the Services, including system logs, audit trails, transaction records, change management records, security logs and such other documentation as may be required by MPEDA. Such records shall be preserved for the period prescribed under Applicable Laws or for such longer period as may be specified by MPEDA.
- h. The Service Provider shall not assign, transfer, novate or otherwise dispose of this Agreement or subcontract any part of the Services without the prior written approval of MPEDA. Any approval granted by MPEDA shall not relieve the Service Provider of its obligations or liabilities under this Agreement, and the Service Provider shall remain fully responsible for the performance of the Services.
- i. The Service Provider shall immediately notify MPEDA in writing upon becoming aware of any circumstance that may materially affect the performance of the Services, including any actual or suspected cyber security incident, data breach, system compromise, fraud, corruption,

conflict of interest, insolvency, regulatory action, litigation, blacklisting, suspension or any other event that may adversely impact the Solution or the interests of MPEDA. Such notification shall not, by itself, relieve the Service Provider of any of its obligations or liabilities under this Agreement.

- j. The Service Provider shall cooperate fully with MPEDA and all governmental, statutory or regulatory authorities in connection with the implementation, monitoring, audit, inspection or review of the Services and shall promptly furnish such information, reports, certifications and documents as may reasonably be required by MPEDA.
- k. The Service Provider acknowledges that uninterrupted availability, integrity and security of the Solution are fundamental to the regulatory objectives of MPEDA. Accordingly, the Service Provider shall establish and maintain appropriate business continuity, backup, disaster recovery and risk management measures to ensure continuity of the Services and minimise disruption arising from any technical failure, cyber incident or other unforeseen event.
- l. The Service Provider shall neither do nor omit to do any act which may prejudice the reputation, statutory functions or regulatory responsibilities of MPEDA or adversely affect the implementation of the seafood traceability programme or the confidence of its stakeholders.

6. SERVICE LEVELS, INFORMATION SECURITY, CYBER SECURITY AND DATA PROTECTION

- a. The Service Provider shall ensure that the Solution is available, secure, reliable and capable of performing the Services in accordance with this Agreement, the EOI and Applicable Laws throughout the Term. The Service Provider shall promptly rectify any defect, malfunction, security vulnerability or service interruption affecting the Solution and shall take all necessary measures to minimise disruption to users and the operations of MPEDA.
- b. The Service Provider shall establish, implement and maintain appropriate administrative, technical and organisational measures to protect the confidentiality, integrity, availability and resilience of the Solution and all MPEDA Data against accidental, unauthorised or unlawful access, alteration, disclosure, destruction, loss or misuse.
- c. Without prejudice to the generality of the foregoing, the Service Provider shall implement and maintain information security controls consistent with recognised industry standards, including ISO/IEC 27001:2022 or an equivalent Government-recognised information security framework, secure software development practices, role-based access controls, encryption of data in transit and at rest, regular backups, disaster recovery arrangements, continuous monitoring, dependency scanning, vulnerability management and appropriate access logging.
- d. The Service Provider shall, at its own cost, conduct periodic Vulnerability Assessment and Penetration Testing (VAPT) of the Solution through CERT-In empanelled auditors or such other qualified agencies as may be approved by MPEDA. All Critical and High vulnerabilities identified during such assessment shall be fully rectified and certified as closed before the Solution is integrated with or deployed on MPEDA systems or made available for operational use. Any major software release, version upgrade or material modification affecting the security architecture of the Solution shall similarly undergo appropriate security testing before deployment. The Service Provider shall promptly rectify all identified vulnerabilities and implement all mandatory corrective actions arising from such assessments within the timelines specified by MPEDA.
- e. Completion of development, testing, demonstration, VAPT or integration shall not by itself constitute acceptance of the Solution. The Solution, and every material modification or major release thereof, shall be deployed or integrated with MPEDA systems only after completion of the applicable testing and receipt of written approval from MPEDA. No review, testing, approval or acceptance by MPEDA shall relieve the Service Provider of its warranties or obligations under the Contract Documents.

- f. The Service Provider shall notify MPEDA in writing of any actual or suspected cyber security incident, data breach, ransomware attack, unauthorised access, compromise of credentials, malware infection, service disruption or other event affecting the confidentiality, integrity or availability of the Solution or MPEDA Data immediately upon becoming aware of such incident and, in any event, not later than six (6) hours from the time of detection. The Service Provider shall simultaneously initiate appropriate containment, mitigation, recovery and forensic measures and shall provide periodic status updates until the incident has been fully resolved. The Service Provider shall cooperate with MPEDA, CERT-In and other competent authorities in connection with the investigation, reporting and remediation of such incident.
- g. The Service Provider shall process Personal Data strictly in accordance with the Digital Personal Data Protection Act, 2023, the rules made thereunder and any other Applicable Laws. The Service Provider shall process Personal Data solely for the purposes of performing the Services, shall not disclose or use such Personal Data for any unauthorised purpose, and shall implement appropriate safeguards to protect the rights and interests of Data Principals. Upon expiry or termination of this Agreement, the Service Provider shall, at the option of MPEDA, securely return or permanently delete all Personal Data in its possession or control, except where retention is required under Applicable Laws.
- h. MPEDA or any person authorised by it shall have the right, upon reasonable notice, to inspect or audit the Service Provider's facilities, systems, records, security controls and processes relating to the performance of the Services for the purpose of verifying compliance with this Agreement. The Service Provider shall provide all reasonable assistance, information and access necessary for such audit and shall promptly rectify any deficiencies identified during the audit within the timeline specified by MPEDA.
- i. The Service Provider shall ensure that all software, tools, libraries, third-party components and technology used in connection with the Solution are lawfully licensed, free from malicious code, viruses, backdoors or other harmful components and do not expose MPEDA or its users to avoidable operational or cyber security risks.
- j. The obligations contained in this Clause shall survive the expiry or termination of this Agreement for so long as the Service Provider retains possession of, or has access to, any MPEDA Data, Personal Data or Confidential Information.
- k. The Service Provider shall not host, transfer, mirror, replicate or otherwise store MPEDA Data outside India except with the prior written approval of MPEDA and in accordance with Applicable Laws. The Service Provider shall ensure that all data hosting, storage, processing and backup arrangements comply with the data localisation, security and confidentiality requirements prescribed by Applicable Laws and the directions issued by MPEDA from time to time.

7. INTELLECTUAL PROPERTY RIGHTS, MPEDA DATA AND DELIVERABLES

- a. The Parties acknowledge that each Party shall retain ownership of all Intellectual Property Rights owned, developed or acquired by it independently of this Agreement ("**Pre-existing Intellectual Property**"). Except as expressly provided herein, nothing contained in this Agreement shall operate as an assignment or transfer of ownership of any Pre-existing Intellectual Property.
- b. To the extent that any Pre-existing Intellectual Property of the Service Provider or any third party is incorporated into, embedded in, required for, or otherwise necessary to use, operate, maintain, modify, migrate or exploit the Solution or any Deliverable, the Service Provider hereby grants, and shall procure the grant, to MPEDA of a perpetual, irrevocable, worldwide, royalty-free, transferable and sublicensable licence to use, access, reproduce, modify, integrate, maintain and permit authorised users, Government authorities, successor agencies and replacement service providers to use such Pre-existing Intellectual Property for the

purposes contemplated under the Contract Documents and for the continued implementation, operation, maintenance, migration or replacement of the seafood traceability programme. This licence shall survive expiry or termination of this Agreement.

- c. Notwithstanding anything contained herein, all MPEDA Data, together with all data, records, reports, metadata, transaction logs, electronic catch certificate information, analytics, databases and other information generated, collected, received, processed or maintained pursuant to the Services shall at all times remain the exclusive property of MPEDA. The Service Provider shall acquire no ownership, lien or other proprietary interest in such data and shall use the same solely for the purpose of performing the Services under this Agreement.
- d. All Deliverables specifically created, developed or customised for MPEDA under this Agreement, including functional specifications, workflows, configurations, templates, reports, dashboards, interfaces, documentation and other project-specific work products, shall vest in and remain the exclusive property of MPEDA upon their creation. To the extent any Intellectual Property Rights in such Deliverables do not automatically vest in MPEDA by operation of law, the Service Provider hereby irrevocably assigns, and shall procure the assignment of, all such rights in favour of MPEDA without any additional consideration.
- e. The Service Provider shall ensure that the Solution is designed and maintained in a manner that does not result in vendor lock-in. Throughout the Term and upon expiry or termination of this Agreement, the Service Provider shall provide MPEDA, or any person nominated by MPEDA, with complete cooperation for migration of MPEDA Data and Deliverables in commonly used, machine-readable and non-proprietary formats using open and interoperable standards to the maximum extent reasonably practicable, together with such documentation and technical assistance as may reasonably be required to ensure continuity of operations.
- f. The Service Provider shall use open and interoperable standards to the maximum extent reasonably practicable and shall not introduce any proprietary format, access restriction, encryption key dependency, technical lock, license restriction or other measure that impedes MPEDA's access to MPEDA Data or the integration, maintenance, migration or continued operation of the Solution.
- g. The Service Provider represents and warrants that the Solution, Deliverables and Services do not infringe the Intellectual Property Rights of any third party. In the event of any actual or alleged infringement, the Service Provider shall, at its own cost, promptly procure the necessary rights, replace or modify the affected component so that it becomes non-infringing without diminishing functionality, or otherwise resolve the infringement to the satisfaction of MPEDA.
- h. Except with the prior written approval of MPEDA, the Service Provider shall not commercially exploit, disclose, publish, license, sell, transfer or otherwise deal with any MPEDA Data or Deliverables, nor use the name, logo or identity of MPEDA for publicity, marketing or promotional purposes.

8. CONFIDENTIALITY

- a. The Service Provider acknowledges that, in the course of performing the Services, it may obtain access to Confidential Information relating to MPEDA, Government authorities, exporters, processors, users and other stakeholders. The Service Provider shall hold all Confidential Information in strict confidence and shall use such Confidential Information solely for the purpose of performing its obligations under this Agreement.
- b. The Service Provider shall not, without the prior written consent of MPEDA, disclose, copy, reproduce, publish, transmit or otherwise make available any Confidential Information to any person except to its personnel or permitted subcontractors who have a legitimate need to

know such information for the performance of the Services and who are bound by confidentiality obligations no less stringent than those contained in this Agreement.

- c. The obligations of confidentiality shall not apply to information which the Service Provider demonstrates: (i) is or becomes publicly available without breach of this Agreement; (ii) was lawfully in its possession prior to disclosure by MPEDA; (iii) is lawfully received from a third party without any obligation of confidentiality; or (iv) is required to be disclosed pursuant to Applicable Laws or an order of a court or competent authority, provided that, where legally permissible, the Service Provider gives MPEDA prior written notice of such disclosure and cooperates with MPEDA in seeking appropriate protective measures.
- d. The Service Provider shall implement appropriate administrative, technical and physical safeguards to prevent unauthorised access to, use or disclosure of Confidential Information and shall ensure that its personnel, agents and permitted subcontractors comply with the confidentiality obligations contained herein.
- e. Upon expiry or termination of this Agreement, or upon the written direction of MPEDA, the Service Provider shall promptly return or securely destroy all Confidential Information in its possession or control and certify such return or destruction in writing, except to the extent retention is required under Applicable Laws.
- f. The obligations contained in this Clause shall survive the expiry or termination of this Agreement for a period of five (5) years, provided that the obligations relating to MPEDA Data, Personal Data, trade secrets and information which by its nature is intended to remain confidential shall survive for so long as such information retains its confidential character under Applicable Laws.

9. Empanelment Continuity and Quality Assurance Fund

- a. As a condition of empanelment and continued participation under this Agreement, the Service Provider shall furnish and maintain a 'Empanelment Continuity and Quality Assurance Fund' in the sum of **INR 1,00,000/- (Rupees One Lakh only)** in the form and manner specified by MPEDA and in accordance with the EOI.
- b. The 'Empanelment Continuity and Quality Assurance Fund' shall remain valid throughout the Term and for a period of Thirty-eight (38) months thereafter, or for such longer definite period as may be specified in the EOI or required by MPEDA in respect of any pending transition, warranty or other identified obligation. The Service Provider shall extend or renew the Quality Assurance Fund before its expiry whenever directed by MPEDA.
- c. MPEDA shall be entitled, without prejudice to any other rights or remedies available under this Agreement or Applicable Laws, to invoke, encash or appropriate the 'Empanelment Continuity and Quality Assurance Fund', in whole or in part, upon the occurrence of any of the following events: (i) material breach of this Agreement or the EOI by the Service Provider; (ii) failure to perform the Services in accordance with the agreed requirements, timelines or service standards

Levels	Timeline for resolving issues & quality of service (response time)
Level 1- High level	Less than 12 hr
Level 2- Medium level	Less than 24hr
Level 3- Low level	Less than 48hr

(iii) failure to remedy any material defect or default within the time specified by MPEDA; (iv) abandonment, suspension or discontinuance of the Services without the prior written approval of MPEDA; (v) breach of confidentiality, data protection, cyber security or Intellectual Property obligations; (vi) failure to provide transition assistance or fulfil obligations upon expiry or termination

of this Agreement; or (vii) any other circumstance entitling MPEDA to invoke the 'Empanelment Continuity and Quality Assurance Fund' under the EOI or Applicable Laws.

- a. The empanelled service provider shall be obliged to the complaint redressal as per the obligation narrated in sl no. 10 of the EOI document.
- b. If at any time during the performance of the contract, the empanelled service provider encounters conditions hindering timely delivery of the services, the service provider shall promptly inform MPEDA in writing the fact of the delay and the likely duration of the same.
- c. If the empanelled service provider fails to deliver within the timelines prescribed therein, MPEDA will deduct from the 'Empanelment Continuity and Quality Assurance Fund', as liquidated damage, a sum equivalent to 0.5% (half per cent) of the quoted value of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance.
- d. The maximum limit of such deduction will, however, be 10% (ten per cent) of the contract price of the delayed goods or services.
- e. Invocation or encashment of the 'Empanelment Continuity and Quality Assurance Fund' shall not prejudice or limit MPEDA's right to recover any additional loss, damage, compensation, costs or expenses suffered by it, nor shall it relieve the Service Provider of any of its obligations or liabilities under this Agreement.
- f. Where the 'Empanelment Continuity and Quality Assurance Fund' is partially or fully invoked by MPEDA, the Service Provider shall replenish the same to its original value within fifteen (15) days of receipt of written notice from MPEDA, failing which such failure shall constitute a material breach of this Agreement.

10. REPRESENTATIONS AND WARRANTIES

The Service Provider hereby represents, warrants and undertakes that throughout the Term of this Agreement:

- a. it is duly incorporated, validly existing and in good standing under the Applicable Laws governing its constitution and has full power, authority and capacity to enter into and perform this Agreement.
- b. the execution, delivery and performance of this Agreement have been duly authorised and do not violate any Applicable Law, court order, contractual obligation or internal corporate approval applicable to the Service Provider.
- c. it possesses, and shall continue to possess throughout the Term, the necessary technical expertise, infrastructure, financial capability, skilled personnel, licences, approvals, registrations and resources required for the proper performance of the Services.
- d. all information, documents, declarations and credentials furnished by the Service Provider during the empanelment process are true, complete and accurate in all material respects and shall remain valid throughout the Term. The Service Provider shall promptly notify MPEDA of any material change affecting such information.
- e. the Solution, Services and Deliverables shall conform to the requirements of this Agreement, the EOI and Applicable Laws and shall be free from material defects, malicious code, unauthorised restrictions, hidden functionality or disabling mechanisms that could adversely affect the security, functionality or availability of the Solution.
- f. it shall comply with all Applicable Laws, including labour laws, tax laws, data protection laws, cyber security requirements and all statutory obligations relating to the engagement of its personnel and the performance of the Services.
- g. neither it nor its directors, key managerial personnel or controlling persons have been debarred, blacklisted or prohibited by any Government authority, statutory authority or public

sector undertaking from undertaking similar work, except as expressly disclosed to MPEDA in writing prior to execution of this Agreement.

- h. the Solution, Services and Deliverables shall not infringe the Intellectual Property Rights or other proprietary rights of any third party.
- i. it shall not knowingly incorporate into the Solution any open-source software, third-party software or other components subject to licence terms that would materially restrict MPEDA's lawful use, modification, maintenance or continued operation of the Solution or otherwise impose obligations upon MPEDA inconsistent with this Agreement, without MPEDA's prior written approval.
- j. there exists no actual or potential conflict of interest that is likely to materially affect the performance of the Services or prejudice the interests of MPEDA. The Service Provider shall immediately disclose any such conflict to MPEDA upon becoming aware of it.

The representations, warranties and undertakings contained in this Clause are continuous in nature and shall be deemed to be repeated throughout the Term of this Agreement. The Service Provider shall immediately notify MPEDA upon becoming aware of any event or circumstance that renders any such representation or warranty inaccurate, untrue or misleading.

11. INDEMNITY, NON-EXCLUSION OF LIABILITY, SUSPENSION, TERMINATION AND EXIT MANAGEMENT

- a. **Indemnity:** The Service Provider shall indemnify, defend and hold harmless MPEDA, its officers, employees, representatives and authorised users from and against all losses, damages, liabilities, claims, proceedings, penalties, fines, costs and expenses (including reasonable legal fees) arising out of or in connection with: (i) any breach of this Agreement, the EOI or Applicable Laws by the Service Provider; (ii) any negligent act, omission, wilful misconduct or fraud of the Service Provider, its personnel, agents or permitted subcontractors; (iii) any breach of confidentiality, data protection or cyber security obligations; (iv) any actual or alleged infringement of Intellectual Property Rights of any third party; (v) any claim arising out of the employment, engagement or statutory obligations relating to the personnel engaged by the Service Provider; (vi) any failure to comply with tax, labour, social security or other statutory obligations; (vii) corruption, bribery, collusive practices, fraudulent practices or misrepresentation committed by or on behalf of the Service Provider; (viii) any data breach, cyber incident, malware infection, unauthorised access, loss or corruption of MPEDA Data attributable to the Service Provider; and (ix) any third-party claim arising from the design, development, implementation, operation or maintenance of the Solution.
- b. **Non-Exclusion of Liability:** Notwithstanding anything contained herein, nothing in this Agreement shall limit or exclude the liability of the Service Provider arising from: (i) fraud or wilful misconduct; (ii) breach of confidentiality; (iii) breach of obligations relating to Personal Data or MPEDA Data; (iv) cyber security incidents attributable to the Service Provider; (v) infringement of Intellectual Property Rights; (vi) statutory liabilities; (vii) obligations under Clause 11(a); or (viii) any liability which cannot be excluded or limited under Applicable Laws.
- c. **Suspension:** Without prejudice to any other rights available under this Agreement or Applicable Laws, MPEDA may suspend the Services, in whole or in part, with immediate effect upon written notice if the Service Provider commits a material breach of this Agreement, suffers a serious cyber security incident, ceases to satisfy the eligibility requirements, becomes insolvent, is blacklisted or debarred, or where continuation of the Services is likely to prejudice the interests of MPEDA or the seafood traceability programme.
- d. **Termination:** MPEDA may terminate this Agreement, in whole or in part, by written notice: (i) for material breach by the Service Provider which remains unremedied for thirty (30) days after receipt of written notice; (ii) immediately where the breach is incapable of remedy or

involves fraud, corruption, wilful misconduct, abandonment of the Services, insolvency, blacklisting, serious cyber security breach or violation of Applicable Laws; (iii) where the Service Provider repeatedly fails to meet the requirements of this Agreement or the EOI despite written directions from MPEDA; or (iv) for convenience, without assigning any reason, by giving thirty (30) days' written notice. The Service Provider may terminate this Agreement only upon the occurrence of a material breach by MPEDA which remains unremedied for sixty (60) days after receipt of written notice.

- e. **Step-in Rights:** Where MPEDA reasonably considers that the Service Provider has failed, or is likely to fail, to perform any critical obligation affecting the continuity, security or regulatory compliance of the Solution, MPEDA may, after giving such notice as it considers reasonable in the circumstances, itself perform, or appoint a third party to perform, such obligation at the risk and cost of the Service Provider, without prejudice to any other rights or remedies available under this Agreement.
- f. **Exit Management:** Upon expiry or termination of this Agreement for any reason, the Service Provider shall, without additional cost, unless otherwise agreed expressly in writing by MPEDA: (i) continue to provide the Services for a transition period of up to six (6) months, or such other period as may be specified by MPEDA, to ensure continuity of the Services; (ii) provide all reasonable assistance for migration of the Services to MPEDA or another service provider nominated by MPEDA; (iii) deliver all MPEDA Data, Deliverables, documentation, user manuals, technical specifications, reports, configurations and other project materials in a complete, accurate, machine-readable and non-proprietary format; (iv) permanently delete all copies of MPEDA Data remaining in its possession, except where retention is required under Applicable Laws, and furnish a written certificate confirming such deletion; and (v) cooperate fully with MPEDA to ensure an orderly, secure and uninterrupted transition of the Services. The Service Provider shall not withhold, suspend, restrict access to or exercise any lien over MPEDA Data, Deliverables, documentation, credentials, configurations or transition assistance on account of any payment dispute, commercial claim or other disagreement with MPEDA or any user. The materials to be delivered shall include all administrative credentials, access information, encryption keys, API documentation, data dictionaries, configuration details and other items reasonably necessary for uninterrupted operation or migration of the Solution.
- g. **Survival of Rights:** Termination or expiry of this Agreement shall not affect any accrued rights, obligations or liabilities of the Parties, nor any provision which by its nature is intended to survive termination.

12. MISCELLANEOUS

- a. **Entire Agreement:** The Contract Documents constitute the entire agreement between the Parties relating to their subject matter and supersede all prior discussions, negotiations, representations, understandings and arrangements, whether oral or written, except in the case of fraud or fraudulent misrepresentation.
- b. **Amendment:** No amendment, modification or variation of this Agreement shall be valid unless made in writing and signed by duly authorised representatives of both Parties.
- c. **Waiver:** No failure or delay by either Party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any further exercise thereof.
- d. **Severability:** If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect, and the Parties shall endeavour to replace the affected provision with a valid provision that most closely reflects the original intent.

- e. **Assignment:** The Service Provider shall not assign, transfer, novate or otherwise deal with its rights or obligations under this Agreement without the prior written consent of MPEDA.
- f. **Relationship of the Parties:** Nothing contained in this Agreement shall be construed as creating any partnership, joint venture, agency, employment or fiduciary relationship between the Parties. The Service Provider shall act as an independent contractor at all times.
- g. **Notices:** Any notice or communication under this Agreement shall be in writing and shall be delivered personally, by registered post, recognised courier service or electronic mail to the addresses notified by the Parties from time to time. A notice shall be deemed to have been received upon delivery or, where sent by email, upon confirmation of transmission, unless the sender receives a delivery failure notification.
- h. **Force Majeure:** Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent caused by an event of Force Majeure, provided that the affected Party promptly notifies the other Party and takes all reasonable steps to mitigate the effects thereof. If such event continues for more than ninety (90) consecutive days, MPEDA may terminate this Agreement without liability, except for obligations accrued prior to such termination. Force Majeure shall not excuse or suspend obligations relating to confidentiality, protection of MPEDA Data and Personal Data, cyber security incident response, statutory dues, business continuity measures, or return and transition of MPEDA Data and Deliverables.
- i. **Integrity and Anti-Corruption:** The Service Provider shall comply with all applicable anti-bribery, anti-corruption and public procurement laws and shall not, directly or indirectly, offer, give, solicit or accept any improper payment, benefit or inducement in connection with the EOI, empanelment or performance of the Services. Any fraud, collusion, coercive practice, corrupt practice or material misrepresentation shall constitute a material breach entitling MPEDA to suspend or terminate the Agreement, invoke the 'Empanelment Continuity and Quality Assurance Fund' and pursue all remedies available under Applicable Laws.
- j. **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of India. Subject to Applicable Laws, the courts at Kochi, Kerala shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with this Agreement.
- k. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. Execution by electronic signature shall be valid to the extent permitted under Applicable Laws.
- l. **Order of Precedence:** In the event of any inconsistency between the Contract Documents, the following order of precedence shall apply: (a) this Agreement; (b) any corrigendum, amendment or clarification issued by MPEDA; (c) any Work Order, Service Order or specific written instruction issued by MPEDA under this Agreement; (d) the EOI and its annexures; and (e) the accepted proposal of the Service Provider.
- m. **Stamp Duty and Costs:** All stamp duty, registration charges and other costs relating to the execution of this Agreement and furnishing of the 'Empanelment Continuity and Quality Assurance Fund' shall be borne by the Service Provider.

EU catch certificate

(i) EUROPEAN UNION CATCH CERTIFICATE									
Document number			Validating authority						
1. Name		Address				Telephone Fax			
2. Fishing vessel name		Flag - home port and registration number				Call sign		IMO number or, if not applicable, other unique vessel identifier (if applicable)	
Fishing licence no - valid until		Mobile satellite service no Telefax no Telephone no Email address (if issued)							
Fishing gear ⁽¹⁾									
3. Description of product			Type of processing authorised on board			4. References to applicable conservation and management measures			
Species	Product code	Catch area(s) and catch date(s) (from - to) ⁽²⁾	Estimated weight to be landed in kg	Net catch weight in kg	Verified weight landed (net catch weight in kg) ⁽³⁾				
5. Name of master of fishing vessel or of fishing licence holder - Signature									
6. Declaration of transhipment at sea Name of master of fishing vessel			Signature and date		Transhipment date/area/position		Estimated weight (kg)		
Master of receiving vessel		Signature	Vessel name		Call sign		IMO number or, if not applicable, other unique vessel identifier (if applicable)		
7. Transhipment and/or landing authorisation within a port area:									
Name	Authority	Signature	Address	Telephone	Port of landing (as appropriate)	Date of landing (as appropriate)	Seal (stamp)		
					Port of transhipment (as appropriate)	Date of transhipment (as appropriate)	Name and registration number of receiving vessel		
							IMO number or, if not applicable, other unique vessel identifier (if applicable) of receiving vessel		
8. Name and address of exporter		Signature		Date		Seal			
9. Flag State authority validation:									
Name/Title		Signature		Date		Seal (stamp)			
10. Transport details: See Appendix									

11. Importer declaration:				
Company, name, address, EORP ⁽⁴⁾ number and contact details of importer (specify details)	Signature	Date	Seal	
Company, name, address, EORP ⁽⁴⁾ number and contact details of representative of the importer (specify details)	Signature	Date	Seal	
Product description	CN code		Net weight in kg	Net fishery product weight in kg
Document under Article 14(1) of Regulation (EC) No 1005/2008	Yes / no (as appropriate)	References		
Document under Article 14(2) of Regulation (EC) No 1005/2008	Yes / no (as appropriate)	References (processing statement document number(s))		
Member State and office of import				
Means of transport upon arrival (airplane, vehicle, ship, train)	Transport document reference	Estimated time of arrival (if submission under Article 12(1) of Regulation (EC) No 1005/2008)		
Customs declaration number (if issued)	CHED ⁽⁵⁾ number (if available)			
12. Import control: Authority	Place	Importation authorised ⁽⁶⁾	Importation suspended ⁽⁶⁾	Verification requested – date
13. Refusal of catch certificate:	Catch certificate refused on the basis of the following provisions of Regulation (EC) No 1005/2008: ⁽⁸⁾			
	Article 18(1), point (a)			
	Article 18(1), point (b)			
	Article 18(1), point (c)			
	Article 18(1), point (d)			
	Article 18(1), point (e)			
	Article 18(1), point (f)			
	Article 18(1), point (g)			
	Article 18(2), point (a)			
	Article 18(2), point (b)			
	Article 18(2), point (c)			
	Article 18(2), point (d)			

⁽⁴⁾ Code to be used in accordance with International standard statistical classification of fishing gear.

⁽⁵⁾ Catch area:

- FAO area(s);
- exclusive economic zone(s) and/or high seas; and
- relevant regional fisheries management organisation convention area(s).

⁽⁶⁾ To be filled in only if verified in the context of an official inspection.

⁽⁷⁾ Economic Operators Registration and Identification.

⁽⁸⁾ Common Health Entry Document.

⁽⁹⁾ Tick as appropriate

(ii) EUROPEAN UNION RE-EXPORT CERTIFICATE			
Certificate number	Date	Member State	
1. Description of re-exported product		Weight (kg)	
Species	Product code	Balance from total quantity declared in the catch certificate	
2. Name of re-exporter	Address	Signature	Date
3. Authority			
Name/Title	Signature	Date	Seal/Stamp
4. Re-export control			
Place	Re-export authorised ^(*)	Verification requested ^(*)	Re-export declaration number and date

^(*) Tick as appropriate.

Appendix

TRANSPORT DETAILS ⁽¹⁾

1. Country of exportation Port/airport/other point of departure	2. Exporter signature		3. Point of destination	
Vessel name and flag Flight number/airway bill number Truck nationality and registration number Railway bill number Freight bill number Other transport documents (e.g. bill of lading, CMR ⁽²⁾ , air waybill)	Container number(s) list attached	Name	Address	Signature

⁽¹⁾ In the case of use of multiple modes of transport or multiple shipments, the information related to the transport has to be provided for each mode of transport used for each shipment.

⁽²⁾ Contract for the International Carriage of Goods by Road¹.
