Annexure – 2

SERVICE LEVEL AGREEMENT (SLA)

Ref. : RFP Document No. ISTC / TCB / TD / 01 / 2026-27

Name of Assignment : Conducting Skill Gap Study (2027-32) and Developing Skill Plan (2027-32) for the Indian Shipbuilding & Ship Repair Sector

Between : India Ship Technology Centre (ISTC)

And: [Name of Selected Agency]

This Service Level Agreement (hereinafter called the "Agreement") is made on this ______ day of ____________, 2026, between the Chief Executive Officer, representing India Ship Technology Centre (hereinafter called the "ISTC"), having its registered office at Training Institute Building, Cochin Shipyard Limited, Perumanoor PO, Kochi, Keralam, India – 682015, (which expression shall, unless repugnant to the context, include its successors in office and assigns) of the First Part;

AND

M/s _______________________________ (Name and Address of the Firm), represented by _______________________________ (Name and Designation of the Authorised Signatory) (hereinafter called the "Agency", which expression shall, unless repugnant to the context, include its successors and permitted assigns) of the Second Part.

(ISTC and the Agency are hereinafter referred to individually as a "Party" and collectively as the "Parties".)

WHEREAS ISTC issued a Request for Proposal bearing Ref. No. ISTC / TCB / TD / 01 / 2026-27 dated 28.07.2026, as amended by Corrigendum-1 dated 14.08.2026 and Corrigendum-2 dated 24.08.2026 (collectively, the "RFP"), inviting proposals for Conducting Skill Gap Study (2027-32) and Developing Skill Plan (2027-32) for the Indian Shipbuilding & Ship Repair Sector (hereinafter called the "Assignment");

WHEREAS the Agency submitted its Technical and Financial Proposals in response to the RFP, and was selected as the successful Bidder pursuant to the Selection methodology set out in the RFP;

WHEREAS ISTC has accordingly awarded the Assignment to the Agency, and the Parties are desirous of recording the scope, schedule, terms, conditions and service levels governing performance of the Assignment, in this Agreement;

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

CHAPTER I – PRELIMINARY

1. Purpose

This Service Level Agreement sets out the scope of work, performance standards, turnaround times, review mechanisms and remedies applicable to the Agency's delivery of Services, executing the Assignment pursuant to the RFP. This AGREEMENT is an integral part of, and shall be read together with, the RFP. In the event of any inconsistency, the order of precedence set out in Clause 23 of this Agreement shall apply.

2. Definitions

Unless otherwise defined herein, all capitalised terms used in this Agreement (including "Agency", "Contract", "ISTC", "Services" and "Financial Year") shall have the meanings assigned to them in Clause 6.1.1 of the RFP. "Corrigendum" and "Corrigenda" refer to Corrigendum-1 and Corrigendum-2 to the RFP, and any further corrigenda ISTC issued prior to the bid submission Deadline.

CHAPTER II – SCOPE OF WORK

3. Scope of Work

The Agency shall conduct a national, evidence-based Skill Gap Study and develop a corresponding Skill Plan (2027-32) for the Indian Shipbuilding & Ship Repair Sector, in order to determine current and projected manpower and skill requirements, identify gaps between industry demand and the existing training ecosystem, and produce an actionable roadmap to close those gaps. The study shall cover all leading shipyards, major ship repair facilities, marine equipment manufacturers, ancillary units, shipping companies, maritime training institutions, and relevant government agencies across the nation, and shall factor in the objectives of the National Maritime Development Programme (NMDP), Maritime India Vision 2030, Maritime Amrit Kaal Vision 2047, and related national missions, insofar as they bear on employment and skill requirements in the sector. The assignment shall be delivered across the work-streams described below.

3.1 Sectoral Coverage

The study shall cover the full breadth of the Shipbuilding & Ship Repair sector, including but not limited to:

- Shipbuilding – Merchant vessels, Naval/Defence vessels, Offshore vessels, Inland/River vessels, Fishing vessels, and Barges.
- Ship Repair & Dry-docking – All types of vessels including routine maintenance, conversion, and refit.
- Ship Recycling – Including green ship recycling practices at major recycling centres (e.g., Alang-Sosiya).
- Marine Equipment Manufacturing – Propulsion systems, navigation equipment, deck machinery, marine electrical, piping, and outfitting.
- Ancillary & Support Services – Logistics, transportation, steel fabrication, painting, insulation, scaffolding, quality inspection, and HSE.
- Green & Future Shipbuilding – LNG-powered vessels, hydrogen propulsion, battery-electric systems, autonomous/remotely operated vessels.

- Evaluation of existing on-the-job training facilities in the sector and how to augment the capacity building facilities for skilling shall also be part of the scope of work.
- Alignment with national programmes including Maritime India Vision 2030, Amrit Kaal Vision 2047, Sagarmala, Make in India, and the National Green Hydrogen Mission, insofar as they affect employment and skill requirements in the sector.

Findings shall be structured district/cluster-wise and shipyard-wise, with particular focus on coastal regions, and shall draw on inputs from key stakeholders including MoPSW, the Ministry of Defence, the Ministry of Labour & Employment, NSDC, NCVET, DGMS, DGS, major shipyards, IMU, and other key research institutes. The universe/database of establishments and institutions to be surveyed, and the final list and mode of approach for sampling shall be prepared by the Agency and finalised alongside approval of the Inception Report and Sampling Plan; ISTC shall issue introductory/authorisation letters to institutions or departments where required.

3.2 Socio-Economic & Labour Market Profile

The study shall include a detailed analysis of socio-economic and demographic factors including population, urbanisation, overall and female literacy, healthcare indices, vocational education, dropout rates, per capita income, labour force participation, worker participation rates, and migration patterns relevant to the maritime workforce.

3.3 Current Industry Overview and Labour Market Trends

- Key guiding frameworks, sectoral definitions, and industry standards for the study.
- Geographic and economic overview of Indian shipbuilding clusters and their competitiveness.
- Regulatory environment – DGS, IRS (Indian Register of Shipping), DGMS, Bureau Veritas, Lloyd's Register, and applicable legislation.
- Labour market patterns – employment levels, geographic distribution, migration, demographic and workforce characteristics.
- Key skill development initiatives by Central/State governments and industry.
- Skill mismatches and wage differentials.
- Impact of AI, automation, robotics, digitalisation, and green technology on shipyard jobs.
- Anticipated investments and projects up to 2030 and their projected effect on labour and skill demand.

3.4 Situational Analysis – Critical Success Factors in Bridging the Skill Gap

- Maritime educational infrastructure (IMU, MERI, T.S. Chanakya, marine engineering colleges) – capacity, quality, geographic distribution, and challenges.
- Evaluation of employability of institute graduates and their alignment with shipyard requirements.
- Assessment and Certification (NSQF and non-NSQF) – capacity, key organisations, occupations, and challenges.
- Overseas employment opportunities for Indian maritime workers – geographies, certifications (STCW, etc.), key employers.

- Standard operating procedure for ensuring relevance of qualification files in rapidly changing technology environments.
- Future occupations anticipated with rapid technology changes (robotics, autonomous systems, digital twins, smart shipyards).
- Existing mechanisms to encourage training providers for maritime-specific occupations.
- Skills required for green shipping, LNG bunkering, offshore renewable energy installation, and ship recycling.
- Assessment of current policies and regulatory framework for skilling and training in the sector.

3.5 Ancillary and Support Sectors Employment Potential

- Enlisting all ancillary sectors, organisations, and job roles/occupations that support shipbuilding activities.
- Factors influencing HR demand and supply in ancillary sectors.
- Key geographic clusters where employment in ancillary sectors is driven by shipbuilding operations.
- Assessment of employment potential in ancillary sectors attributable to shipbuilding activities.
- Identification of skilling needs in ancillary sectors.
- Focus on existing training facilities to create employment ready persons to bridge the skill gap. The Training facilities must be including Hostels, Digital Classrooms, Laboratories and Workshops.

3.6 Sub-sector Deep Dives

- Merchant Shipbuilding – Policy landscape, major shipyards, production volumes, employment profile, skilling scenarios.
- Naval/Defence Shipbuilding – DPP policy framework, defence shipyard operations, skilled workforce requirements.
- Ship Repair & Dry-docking – Capacity, major facilities, employment, training provisions.
- Ship Recycling – Status of green recycling, regulatory compliance (Hong Kong Convention), workforce profile, and upskilling needs.
- Inland Waterways Vessel Construction – Inland Waterways Authority of India, IWT Policy, key operators and builders.
- Marine Equipment Manufacturing – Domestic capacity, import dependency, local skill requirements.
- Green & Future Shipbuilding – LNG/hydrogen/ammonia/electric propulsion, autonomous vessels, digital shipyard operations.

3.7 Human Resource and Skill Requirement Forecast (2027-32)

- Forecast to be developed under two scenarios: Conservative (based on current trends and as-is state) and Expansionary (based on policy/regulatory shifts, new programmes, and market growth).
- Sub-sector-wise HR demand forecast – organised and unorganised, NSQF level-wise, primary and ancillary.

- HR supply forecast – education and experience levels, primary and ancillary sectors.
- Hiring requirement forecast for Indian shipbuilding sector – key organisation-specific data where available.
- Identification of mismatches between current workforce skills and employer requirements.
- Skill requirements for green shipping and new-age maritime technology roles.
- Future skills needed due to digitalisation, automation, and global competitiveness requirements.

3.8 Skill Plan (2027-32) – Strategic Roadmap and Action Plans

- Identification and prioritisation of top challenges across structural, financial, institutional, and employment dimensions.
- Stakeholder consultations and expert interviews for preparing the roadmap.
- Development of a stakeholder category-wise 6-year action plan (GoI/Central Ministries, State governments, shipyards, NSDC/NCVET, Academia, etc.).
- Key policy and regulatory changes, amendments, and collaborations recommended.
- Strategy for developing a future-ready maritime workforce aligned with Maritime India Vision 2030 and Amrit Kaal Vision 2047.
- Recommendations to address skill gaps with specific interventions.
- Sub-sector-wise skill gaps – demand versus supply (qualitative and quantitative).
- In-demand job roles sub-sector wise including NSQF levels.
- Infrastructure improvements and training methodology updates required.
- Recommendations for skill development and support for migratory maritime workers and overseas skilled workers.
- Framework for establishing Centres of Excellence (CoEs) for green shipbuilding and advanced maritime technology.
- Recommendations for creation/revision of National Occupational Standards (NOS) and Qualification Files (QF) for new/emerging job roles.
- Any other aspects incidental to this study.

3.9 Sampling Information

The Agency shall design a robust sampling plan covering youth, employers, industry associations, training service providers, government departments, labour and skill development departments, and educational institutions (Technical and Higher Education) in the form of qualitative, quantitative, focus group discussions, and detailed interviews.

Sampling shall cover all major shipbuilding and ship repair clusters across India, with special focus on key states listed in Annexure-1 of the RFP. The sample size must adequately represent the population, all sub-sectors, all relevant government and private bodies, industries, and stakeholders covered by the study. The list at Annexure - 1 is indicative. The breakdown details, final list and mode of approach of sampling shall be finalized alongside the approval of the inception report and sampling plan.

The quantitative survey shall be the core of the study and shall assess the magnitude of each study indicator. Some indicative challenges identified in the sector that the survey should address include:

- Lack of standardised training programmes for trades specific to shipbuilding and ship repair
- Limited integration of Industry 4.0 skills (robotics, welding automation, digital twin, IoT) in maritime training
- Absence of NSQF-aligned courses for many emerging shipyard roles
- Insufficient practical infrastructure at maritime ITIs and polytechnics
- Lack of dedicated Centres of Excellence for green shipbuilding and offshore technology
- High attrition and low attractiveness of the maritime trades for youth
- Limited awareness of overseas career opportunities in maritime for skilled Indian workers
- Absence of recognition of prior learning (RPL) pathways for experienced shipyard workers
- Inadequate representation of women in the maritime workforce

The indicative sample size for the Quantitative Survey is as follows:

Broad Category	Sample Size (Nos.)	Definition
Shipyards, Ship Repair Facilities, OEMs, Recyclers & Ancillary Units	800	Comprising micro, small, medium, and large shipyards, repair yards, marine equipment manufacturers, recyclers, and associated industry/service providers
Shipyard Personnel and Workmen	300	Including various levels of executive and non-executive workforce across all sub-sectors
Youth (Age 15-35 years)	200	From rural, urban, and semi-urban areas across shipbuilding states; literate and semi-literate; both genders; from schools and colleges
Government Departments	50 (1-2 officials from each)	Officials from MoPSW, MSDE, MoD (DDP), Ministry of Labour, DGS, IRS, NSDC, NCVET, DGT, AICTE, UGC, SSDMs, etc.
Maritime Educational Institutions	80 Institutions	IMU, MERI, T.S. Chanakya, Marine Engineering Colleges, ITIs, Polytechnics, Skill Training Institutes, Engineering Colleges with Shipbuilding/Marine Engineering programmes

3.10 Diagnostic Assessment

The Agency shall assess the existing skill development ecosystem, including the relevance of current curricula to industry requirements, the reach and effectiveness of government skilling schemes, and the adequacy of existing training infrastructure – against actual industry requirements. This includes evaluating on-the-job training facilities across the sector and identifying how capacity-building facilities for skilling may be augmented; comparing the effectiveness of online versus physical/on-the-job training; and producing job-role-wise skill gap data across all sampled shipyards and geographies. Sample sizes stated in Clause 3.9 of the

Agreement are a minimum mandatory requirement; the precise breakdown and unit definitions shall be finalised alongside approval of the Inception Report and Sampling Plan.

3.11 IT-Enabled Data Mechanism

The Agency shall build a model framework, supported by an IT-enabled data collection and analysis mechanism, to capture employment data (NSQF and non-NSQF, including gender diversity) from pre-identified shipyards and stakeholders at defined intervals, and to generate automated reports and self-analysis outputs. The architecture, data fields, survey formats and integration requirements of this mechanism shall be finalised as part of the approved Inception Report and Sampling Plan (Milestone M1); the mechanism shall thereafter be tested, deployed, and made live and ready for use within 2 weeks of such approval. All infrastructure, software, and operational costs associated with the mechanism shall be borne by the Agency, and the mechanism, together with all data and information gathered, shall be handed over to ISTC on completion of the assignment. Necessary technical/IT support shall be provided by the Agency until such handover is complete.

3.12 Deliverable Outputs

The Agency shall submit the Preliminary and Interim reports listed below as deliverable outputs of the Assignment, in accordance with the time schedule (Clause 4) set out in this SLA:

- Inception Report: including detailed survey strategy, approach, methodology, tools.
- Sampling plan for the Survey.
- IT Enabled Data Collection Mechanism: with relevant software/programme support for self-analysis and automated report generation.
- Current Industry Overview & Labour Market Trends report.
- Situational Analysis report on critical success factors in bridging the skill gap.
- Deep-dive reports on all sub-sectors (merchant, naval, repair, recycling, inland waterways, marine equipment, green shipbuilding).
- Human Resource and Skill Requirement Forecast (2027-32) report.
- Draft Skill Plan (2027-32) with strategic roadmap, action plans, and recommendations.

Following submission of the above and review and incorporation of ISTC's comments thereon, the Agency shall submit the final reports listed below and present the same to ISTC:

- Skill Gap Report (2027-32): manpower demand, supply and gap projections for 2027-32, with extrapolation to 2047, and identification of sectoral best practices.
- Skill Plan (2027-32): a stakeholder-ready roadmap of strategies and action plans for skilling, reskilling, and upskilling of the maritime workforce, addressing human resource requirements, employment generation, and training, certification, and NOS/QF pathways aligned with national frameworks.

CHAPTER III – PROJECT SCHEDULE, PAYMENT AND PERFORMANCE MONITORING

4. Duration and Deliverable Schedule

The Assignment shall be completed within six (06) months from the Project Start Date (“T”), in accordance with the milestone schedule below. The Project Start Date (“T”) shall be ___________________ . Any delay attributable to ISTC shall not be counted against the T + 6 Month schedule, and the schedule shall be extended accordingly, if necessary.

Milestone	Timeline	Deliverable(s)
M1	T + 1 Month	Kick-off stakeholder workshops to finalize boundaries and methodology of study; creation of the **IT-enabled data collection model framework** (architecture, data fields, survey formats); **Inception Report** approved by ISTC (survey strategy, methodology, tools) and approval of sampling plan.
M2	T + 4 Months	**Current Industry Overview & Labour Market Trends report**; **Situational Analysis report**; ancillary sector employment study; **Sub-sector Deep-dive reports** (merchant, naval, repair, recycling, inland waterways, marine equipment, green shipbuilding).
M3	T + 5 Months	**Human Resource and Skill Requirement Forecast (2027-32) report**; Draft **Skill Plan (2027-32)** with strategic roadmap, action plans and recommendations.
M4	T + 6 Months	Final **Skill Gap Report and Skill Plan** submitted in soft and hard copy (2 coloured hardbound copies with supporting data); ISTC approval and acceptance; handover of the IT-enabled mechanism and all project data to ISTC.

5. Payment Milestones and Terms

Payments to the Agency shall be released against satisfactory completion and ISTC's acceptance of the following milestones. Partial or unsatisfactory deliverables shall not qualify for payment:

Sl. No.	Activity / Milestone	Payment
1	Approval of **Inception Report** (detailed survey strategy, approach, methodology, tools, initial site observations- all duly accepted by ISTC).	10%
2	Approval of **Sampling Plan;** **IT-enabled mechanism** live and ready for use; Approval of questionnaires of survey– all accepted by ISTC.	25%
3	Approval of other **Interim Reports (Refer Clause 3.12) and Draft Skill Plan** as per scope of the study (2 hard copies and 1 editable soft copy).	25%
4	Presentation of **Final Skill Gap Report and Skill Plan**, acceptance by ISTC, and submission of soft copy and 2 coloured hardbound copies of Final Skill Gap Report and Skill Plan with data.	40%

- Payments shall be made by ISTC within 45 days of submission of a valid invoice, subject to successful verification and validation.

- Payments shall be made in Indian Rupees (INR) to the Agency's Indian bank account.
- The amount payable to the Agency shall remain non-negotiable and fixed during the tenure of the Contract.
- Payments shall be made only against Tax Invoices raised using the GST number and billing address of ISTC as provided.
- All expenses relating to completion of the assignment – including travel, accommodation, local conveyance, field survey costs and other out-of-pocket expenses – shall be borne by the Agency within the fixed price quoted; no separate reimbursement shall be made by ISTC.

6. Service Level Parameters

Performance of the Agency shall be assessed against the following service level parameters, on a monthly basis.

Service Parameter	Target / Standard	Responsible Party
Submission of scheduled deliverables (Milestones M1–M4)	On or before the dates as per Clause 4 of this Agreement	Agency
ISTC in-principle review of a submitted deliverable, to permit the Agency to proceed to the next stage	Within 7 working days of submission	ISTC
ISTC final approval of a deliverable, subject to satisfactory completion / defect rectification	Within 21 days of submission	ISTC
IT-enabled mechanism – live and ready for use	Within 2 weeks of Inception Report approval (approx. T + 1.5 Months)	Agency
IT-enabled mechanism – hosting, software and operational costs	Borne entirely by the Agency	Agency
Handover of IT-enabled mechanism and all project data on completion	On or before submission of the Final Reports (M4)	Agency
Attendance and conduct of review meetings	Within 2 weeks of project start, and fortnightly thereafter	Agency
Availability of Team Leader and Maritime Expert (both required to be on the Agency's payroll as on the bid closing date) for reviews / the technical presentation	On all dates intimated by ISTC with reasonable notice	Agency
Confidentiality of data and information gathered during the study	No disclosure or sharing, subject to the carve-outs at Clause 10 of this Agreement	Agency

7. Review Mechanism

- Review meetings shall be held within 2 weeks of the Project Start Date and fortnightly thereafter, or as otherwise required by ISTC.
- For each deliverable submitted, ISTC shall provide in-principle approval to proceed to the next stage within 7 working days of submission, and final approval within 21 days, subject to satisfactory completion of the deliverable and rectification of any defects identified.
- The Agency shall submit a status update covering progress against each deliverable, risks/issues, and mitigation actions, in advance of each review meeting.

CHAPTER IV – GENERAL TERMS AND CONDITIONS

8. Conflict of Interest

a. The Agency shall not receive any remuneration in connection with the assignment except as provided in the Contract. The Agency and its affiliates shall not engage in any activities that conflict with the interest of ISTC under the Contract.

b. The Agency is required to provide professional, objective, and impartial advice, always holding ISTC's interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests.

c. The Agency has an obligation to disclose to ISTC any situation of actual or potential conflict that impacts its capacity to serve the best interests of ISTC, including the provision of professional services by the Agency or its affiliates to shipyards, maritime institutions, industry bodies, other Ministries, or other public or private sector entities. Whether any such engagement constitutes a conflict of interest shall be determined by ISTC at its discretion, on a case-by-case basis. Failure to disclose may lead to disqualification of the Agency and/or termination of the Contract and/or blacklisting.

9. Corrupt and Fraudulent Practices

All actions towards award and implementation of the Contract must be fair, consistent, transparent, and based on the highest standards of ethics. “Corrupt Practice” means offering, giving, receiving, or soliciting anything of value to influence the actions of ISTC officials in the procurement process. “Fraudulent Practice” means misrepresentation of facts to influence a procurement process or contract execution, including collusive practices to establish artificial bid prices.

a. ISTC may terminate the Contract if it determines that the Agency has engaged in corrupt or fraudulent practices in competing for the Contract.

b. ISTC may cancel a portion of allocated funds if corrupt or fraudulent practices are detected during execution.

c. The Agency may be declared ineligible, either indefinitely or for a stated period, if ISTC determines at any time that it has been engaged in corrupt or fraudulent practices.

10. Confidentiality & Official Secrets

All data and information gathered during the study, and the IT-enabled mechanism developed for the study, shall be the exclusive property of ISTC. The Agency undertakes that it shall not use, nor make accessible to any third party, any data collected, documentation, analysis or other material generated based on the Contract, for any purpose other than the Assignment, without the prior written consent of ISTC. This confidentiality obligation shall not restrict disclosures required under applicable laws of the Union of India. The Agency may retain one archival copy of its working papers relating to the assignment, solely for legal, regulatory, and professional record-keeping purposes, subject to the Agency continuing to maintain the confidentiality of such archival copy on the same terms as apply during the currency of the Contract. The Agency shall ensure that all persons employed on any work in connection with the Contract have noted that the Indian Official Secrets Act, 1923 applies to them and shall continue to apply even after termination or expiry of the Contract.

11. Property Rights

All documents, data, and other information relating to the inputs and outputs of the assignment shall not, without the prior written consent of ISTC, be used, copied, reproduced, transmitted, or communicated to any third party for any purpose other than the scope of the Contract. It is clearly understood by the Parties that all deliverables under the Contract, including the IT-enabled mechanism and all project-specific data, are the absolute property of ISTC, and ISTC is free to use the same for any purpose at a later stage without requiring any further consent of the Agency. The Agency shall not be entitled to make any claim whatsoever on ISTC in this regard.

12. Intellectual Property

Subject to Clause 11, ISTC shall own all final deliverables, reports, the IT-enabled mechanism, and the project-specific data collected for the assignment. Nothing in this Clause shall be construed as transferring to ISTC any pre-existing intellectual property, proprietary methodology, tool, template, or software of the Agency that is not specifically developed for, or embedded in, the deliverables of this Assignment.

13. Sub-Contracting of Assignment

Sub-letting of the assignment as a whole is strictly prohibited, and the Agency is solely responsible for end-to-end implementation of the scope of work. Sub-contracting shall be permitted only for specialised survey and data collection activities, and that too only to reputed market research agencies, with prior intimation to ISTC. Notwithstanding any such sub-contracting, the Agency shall remain solely and fully responsible and accountable to ISTC for the quality, confidentiality, supervision, and successful end-to-end delivery of all Services and deliverables under the Contract. The Agency shall not assign the Contract, or any part thereof, to any third party without the prior written consent of ISTC.

CHAPTER V – COMMERCIAL TERMS AND CONDITIONS

14. Rates and Contract Price

The Contract shall be on a fixed-price basis. The Contract Price shall be the professional fees for the complete scope of work, quoted by the Agency, as accepted by ISTC, or as revised pursuant to negotiations, being Rs. ______________ (Rupees ________________________ only), exclusive of GST and other applicable taxes and duties, which shall be payable extra as set out in Clause 15. The Contract Price shall remain firm and fixed for the duration of the Assignment and shall not be subject to any escalation, save as may be mutually agreed in writing by the Parties.

15. Taxes and Duties

a. Goods & Services Tax, under the GST Act, 2017 and its amendments, shall be payable extra, over and above the Contract Price, at the rate prevailing on the date of supply.

b. The Agency shall indicate its GST registration number and applicable HSN/SAC code on all Tax Invoices.

c. Taxes shall be deducted at source at the standard rates applicable.

d. All Tax Invoices shall be raised using the GST number and billing address of ISTC as provided.

e. Other taxes/duties applicable at the date of supply shall be payable extra, over and above the Contract price.

16. Penalties for Non-Compliance

- If the Agency uses the ISTC/MOPSW brand/name for any purpose without permission, appropriate penalties shall apply.

- Delay in submission of any deliverables as per the work schedule, attributable to the Agency shall attract a financial penalty of 5% per month (pro-rated for part of a month) on the Contract value.
- Partial or unsatisfactory deliverables shall not qualify for payment.
- The aggregate of all penalties levied under this Contract shall not exceed 10% of the total Contract value.
- Delays attributable to ISTC, or arising from circumstances beyond the Agency's control that are duly and promptly notified to ISTC, shall not attract any penalty, and the Agency shall be granted a corresponding extension of time.

17. Force Majeure

a. “Force Majeure” means any event or circumstance beyond the control of the Agency that is unforeseeable and unavoidable, including but not limited to war, riots, earthquake, fire, flood, epidemic, strikes (not within the Agency's control), or Government actions.

b. If a Force Majeure situation arises, the Agency shall notify ISTC in writing within 15 days of occurrence of such event and shall continue to perform its obligations as far as reasonably practicable.

c. If performance of any obligation is prevented or delayed by Force Majeure for more than 30 days, either Party may terminate the Contract without financial repercussion, save that the Agency shall be paid for all Services satisfactorily performed up to the date of such termination.

18. Limitation of Liability

The aggregate liability of the Agency under or in connection with the Contract, whether in contract, tort or otherwise, shall not exceed the total fees paid or payable to the Agency under the Contract, and in no event shall the Agency be liable for indirect, consequential, special, punitive or exemplary damages, loss of profit, loss of revenue, loss of data or loss of goodwill, save in cases of fraud or wilful misconduct.

19. Indemnification

Both Parties agree to indemnify and hold harmless the other Party and its respective agents and employees from and against any and all claims and liabilities in respect of damage to or loss of third-party property, and injury to or death of any person, caused by it or any of its respective agents or employees, arising out of or in connection with the performance of the Contract.

CHAPTER VI – TERMINATION AND DISPUTE RESOLUTION

20. Termination

ISTC may terminate the Contract on the grounds and subject to the notice periods set out in Clause 6.8 of the RFP. Termination for unsatisfactory performance shall be assessed by ISTC at its discretion, on a case-by-case basis, having regard to the Agency's performance against this Agreement. In the event of termination, the Agency shall be paid for all Services satisfactorily performed and all deliverables accepted by ISTC up to the effective date of termination.

21. Resolution of Disputes

a. Any dispute arising between the Parties in connection with the validity, interpretation, implementation, or alleged material breach of any provision of the Contract shall first be resolved amicably.

b. Any dispute not resolved amicably within 30 days from the date of the last written communication shall be referred to a mutually agreed independent sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be New Delhi, and the language of the arbitral proceedings shall be English.

c. Both Parties shall bear their own costs of arbitration unless otherwise awarded by the arbitrator.

22. Law and Jurisdiction

This Contract shall be governed by, and construed in accordance with, the laws of the Union of India. Subject to Clause 21, all legal proceedings arising out of or relating to this Contract shall lie only before the Principal Court of Competent Civil Jurisdiction at New Delhi.

CHAPTER VII – MISCELLANEOUS

23. Order of Precedence

In the event of any inconsistency between this Agreement, the RFP, and any Corrigenda or written responses to pre-bid queries issued by ISTC, the following order of precedence shall apply (highest to lowest):

1. The signed Contract/ Service Level Agreement
2. Corrigenda issued by ISTC
3. Written responses to pre-bid queries issued by ISTC
4. The RFP document (including all Sections, Clauses, Forms, and Annexures)
5. The Agency's Technical Proposal, as accepted
6. The Agency's Financial Proposal, as accepted

24. Amendment

This Agreement may be amended only by mutual written consent of ISTC and the Agency, and any such amendment shall be recorded as an addendum hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

For India Ship Technology Centre

(Name)

Chief Executive Officer,
India Ship Technology Centre,
Training Institute Building,
Cochin Shipyard Ltd. ,
Perumanoor PO,
Kochi, Keralam, India.

For the Agency

(Name)

Authorised Signatory
[Name and Address of Selected Agency]