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DIRECTORATE GENERAL OF MARITIME ADMINISTRATION, MUMBAI

File No: 20-19/12/2025-TRG-DGS

Date: 10-11-2026

CORRIGENDUM FOR CANCELLATION OF RFP

Tender Title: Request for Proposals (RFP) for Selection of Service Provider for the Development of a Maritime Training Ecosystem

Tender Reference No.: 20-19/12/2025-TRG-DGS

Tender ID: 2026_DGS_904398_1

In accordance with the recommendations of the Tender Evaluation Committee and with the subsequent approval of the Competent Authority, the above-referred Request for Proposal (RFP) and the entire tendering process are hereby **cancelled with immediate effect**.

The detailed report of the Tender Evaluation Committee titled **"Report on Examination of CMMI Certification Documents, Proposed Debarment and Cancellation"**, containing the Committee's findings and recommendations, is enclosed herewith for reference and record.

Shri Mugilrajan Devarajan
Deputy Director General of
Maritime Administration

Encl.: As above.

Report of the Tender Evaluation Committee
On
Examination of CMMI Certification Documents, Proposed Debarment and Cancellation of the Maritime Training Ecosystem Tender

Tender Title: Request for Proposals (RFP) for Selection of Service Provider for the Development of a Maritime Training Ecosystem

Tender Reference No.: 20-19/12/2025-TRG-DGS

Tender ID: 2026_DGS_904398_1

Date: 04/08/2026

Directorate General of Maritime Administration, Mumbai

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1: Background

The Directorate General of Maritime Administration (DGMA) envisaged the Maritime Training Ecosystem as a unified, cloud-based digital platform to strengthen maritime education, training, assessment and certification. The Request for Proposals (RFP) **for selection of a service provider to develop the ecosystem** was published on the Central Public Procurement Portal (CPPP) on **02.04.2026**, and bid submission commenced on **15.04.2026**. During the tender period, a corrigendum dated **07.05.2026** amended certain requirements, including **the inclusion of CMMI Level 3 certification as an eligibility requirement and clarification of its validity at the time of bid submission**.

The bid-submission period closed on **19.06.2026**, and the bids received under the RFP were opened on **22.06.2026**. Three proposals were received: Applied Research International Private Limited, participating through the ARI–ADU–HIMT Consortium; Appentus Technologies Private Limited; and Virtual Guru Edu Private Limited. A Tender Evaluation Committee comprising five officers of DGMA was constituted **to undertake the evaluation of these proposals**.

Following examination against the prescribed eligibility and qualification criteria, Appentus Technologies Private Limited was found non-compliant with the qualification requirements and did not proceed to detailed technical evaluation. The remaining two bidders, the ARI–ADU–HIMT Consortium and Virtual Guru Edu Private Limited, proceeded to the detailed technical evaluation stage. Thus, while three proposals were initially received, two proposals were considered for detailed technical evaluation.

Technical presentations by the two qualifying bidders were held on **16.07.2026**. The Tender Evaluation Committee subsequently completed its technical examination with reference to the criteria prescribed in the RFP. Following completion of this stage, the **Technical Evaluation Report was published on 24.08.2026**. Virtual Guru Edu Private Limited secured **76 marks out of 100**, while the ARI–ADU–HIMT Consortium secured **71.3 marks out of 100**. The financial bids of the two technically qualified bidders were opened on **31.08.2026**. Virtual Guru Edu Private Limited quoted approximately **₹67 crore**, compared with approximately **₹24 crore** quoted by the ARI–ADU–HIMT Consortium. Upon application of the prescribed QCBS formula, the Consortium emerged as the **H1-ranked bidder**, while Virtual Guru Edu Private Limited was recorded as the **H2-ranked bidder**.

2. CVC Complaint and DGMA's Preliminary Examination and Response.

Receipt of the complaint and action taken

Following publication of the Technical Evaluation Report on 24.08.2026 and opening of the financial bids on 31.08.2026, a representation dated 03.09.2026 was submitted raising objections concerning the eligibility of the ARI–ADU–HIMT Consortium and the evaluation of its proposal. The matter was subsequently registered on the Central Vigilance Commission portal on 04.09.2026 as **CVC Complaint No. 166859/2026**. A detailed copy of the CVC Complaint No. 166859/2026, setting out the allegations and issues raised therein, is enclosed as Annexure 'A'. The complaint raised four principal issues: the validity of the Consortium's CMMI Level 3 certification; Classification Society approval for the proposed Learning Management System; the legal status and statutory eligibility of ADU Academy India Private Limited; and shortcomings in ADU's earlier LMS engagement. It also alleged that permitting the Consortium to participate despite these asserted deficiencies reflected bias and vested interest on the part of DGMA officials.

In view of the complaint, publication of the Financial Evaluation Report was deferred. Clarification was sought from Applied Research International Private Limited and its Consortium on 07.09.2026, and their response was received on 11.09.2026. The Committee examined the issues against the RFP and its corrigendum, the documents submitted with the bid, the evaluation records, subsequent clarifications and expert inputs. The Evaluation committee submitted its preliminary response was submitted on 12.10.2026 to MoPSW, CVO and all the bidders and that the Financial Evaluation Report was included in the submission to MoPSW. Evaluation Committees detailed response is attached as Annexure 'B'. Although Financial Evaluation Report publication on the CPPP remained on hold and no contract had been awarded to any of the bidder.

a) CMMI Level 3 certification

The complainant alleged that none of the Consortium members held valid CMMI Level 3 certification on 19.06.2026 and that post-bid certification could not establish eligibility. DGMA's preliminary response relied on the ARI and ADU certification documents, whose stated validity periods covered the bid-submission date, and considered the Lead Member's certification sufficient. HIMT's certificate, issued on 02.07.2026, was not relied upon. The allegation was therefore initially recorded as not substantiated, subject to the subsequent verification findings.

b) Classification Society approval for the LMS

The complainant alleged that the proposed LMS lacked the required Classification Society approval and questioned reliance on an affiliate's credentials. DGMA considered the ABS and ClassNK certificates submitted for Mariner Skills, LLC, together with ADU's explanation of the shared Lighthouse LMS and Section 4 of the RFP permitting related-entity credentials. The allegation was recorded as not substantiated. Certification for the

final project-specific deployment remained a separate commitment, not a substitute for bid-stage approval evidence.

c) ADU's legal status and statutory eligibility

The complainant questioned ADU's Indian legal status, PAN and GSTIN registrations, and sought verification of the land-border procurement restriction. DGMA's examination established that ADU Academy India Private Limited was incorporated in India and held PAN and GSTIN registrations in its own name, distinct from its overseas affiliate. The legal-status and tax-registration allegations were recorded as not substantiated, while the land-border aspect remained subject to examination of the relevant declarations and ownership particulars.

d) ADU's earlier LMS engagement

The complainant referred to shortcomings in ADU's earlier LMS and alleged that these could constitute undisclosed previous transgressions. DGMA acknowledged the deficiencies identified in the 2025 assessment but recorded that the material examined did not establish a transgression warranting exclusion or an incorrect Integrity Pact declaration. Accordingly, this ground did not justify rejection of the Consortium's bid, although the required LMS improvements were to be verified before final acceptance.

e) Bias and vested interest

The complainant alleged that permitting the Consortium to participate despite the asserted deficiencies reflected bias and vested interest. DGMA responded that bidders were assessed against the prescribed criteria and that Virtual Guru Edu Private Limited received 76 technical marks, compared with the Consortium's 71.3 marks. The Consortium emerged as H1 through the prescribed QCBS methodology. The preliminary response therefore recorded that the procurement records examined did not substantiate the allegation, without making findings about individual motives.

The preliminary response did not establish a basis for rejecting the Consortium on the grounds examined, subject to the qualifications recorded above. However, subsequent concerns regarding the independent verifiability of the CMMI documents and the recognised status of their issuing entity required reconsideration of the earlier CMMI conclusion. These later findings are examined in the following chapter.

3. Legal Notice Alleging Fake CMMI Certifications, Clarification Sought and the Consortium's Response

Following DGMA's preliminary response dated 12.10.2026, a legal notice bearing **Reference No. VG/DGMA/029 dated 14.10.2026** challenged the authenticity of the CMMI Maturity Level 3 certificates submitted for Applied Research International Private Limited, ADU Academy India Private Limited and Hindustan Institute of Maritime Training was received and is attached as Annexure 'C'. The representation specifically alleged

that the certificates issued by **M/s Paramount Quality Certifications (PQC)** were fake or false, as the corresponding appraisal results could not be located on the CMMI Published Appraisal Results System (PARS) and the issuing entity did not appear in the CMMI Partner Directory. It enclosed portal-search screenshots and requested independent examination of the tender records and the Consortium's eligibility, together with corrective action, including cancellation of the tender and a three-year ban if the alleged non-compliance was established. These assertions constituted allegations requiring verification, rather than findings accepted solely on the basis of the representation.

In view of the concerns regarding independent verifiability, DGMA issued **letter File No. 20-19/12/2025-TRG-DGS dated 26.10.2026** to Applied Research International Private Limited, as Lead Member of the Consortium, letter is attached as Annexure 'D'. The letter recorded that the certificates submitted for the three members were not verifiable through PARS and that PQC did not appear in the CMMI Partner Directory. ARI was requested to explain the authenticity, validity and non-verifiability of the documents; whether they represented officially recognised CMMI appraisals; and the basis on which they had been submitted to establish compliance with the RFP. Documentary evidence concerning PQC's recognition or authorisation by the CMMI Institute, together with confirmation from the issuing entity, was also sought.

DGMA required a consolidated response covering all three Consortium members, signed by ARI's authorised signatory, by **28.10.2026**, with unavailable supporting records clearly identified. The letter also drew attention to the Code of Integrity under Clause 2 of Section 2 of the RFP and the declarations in Form T-1. The Consortium was called upon to explain why submission of the certificates should not be considered an integrity breach and why appropriate action under the RFP should not be initiated. Thus, the communication sought both clarification of the credentials and an explanation concerning the potential integrity implications of their submission.

ARI submitted its consolidated reply bearing **Reference No. ARI/DGMA/1103/2026 dated 03.11.2026**, referring also to the Training Branch's email dated 28.10.2026 and its own letter dated. This reply has attached as Annexure 'E'. The Consortium maintained that the ARI and ADU certificates were genuine, unaltered documents issued by PQC, whose stated validity periods covered the bid-submission date. It described them as **third-party compliance certificates based on PQC's own assessment**, rather than appraisals conducted under the CMMI Institute's appraisal method, and attributed their absence from PARS to that distinction. It further contended that the RFP, corrigendum and pre-bid responses did not prescribe a particular issuing body, appraisal method or verification platform. In support, it enclosed PQC website-verification printouts, member-wise statements of facts and an accreditation document supplied by PQC concerning Scotland Accredited Services Limited. These explanations and documents represented the Consortium's position on the disputed credentials.

The Consortium acknowledged that **HIMT's certificate was issued on 02.07.2026**, after the bid-submission deadline, and stated that it had been furnished subsequently as an update rather than evidence of certification held on the submission date. As an

additional basis for eligibility, ARI relied on its parent company, **Zen Technologies Limited**, and submitted a PARS record for CMMI Development Maturity Level 5, **Appraisal ID 74961**, showing validity from 17.02.2025 to 17.02.2028. It requested consideration of this credential under Section 4 of the RFP and the response to pre-bid Query 9 permitting related-entity credentials, and characterised the PARS record as a pre-existing historical document under ITB Clause 21(b). A Company Secretary certificate concerning the parent-subsidiary relationship was also enclosed.

The Consortium denied any breach of the Code of Integrity, requested acceptance of its eligibility and closure of the proceedings, and sought a **personal hearing before any adverse decision**. Its reply therefore raised two distinct matters for examination: whether the PQC-issued documents satisfied the prescribed CMMI requirement, and whether the parent-company appraisal could be considered under the RFP at this stage. The following chapter examines the independent verification findings, which must be read alongside these explanations before recording the Committee's conclusions and recommendations.

4: Subsequent Verification of CMMI Credentials and Examination of the Bidder's Explanation

The certificates submitted by the Consortium were checked against the **CMMI Published Appraisal Results System (PARS)** but could not be verified. The results from CMMI's PARS system is attached as Annexure 'F'. Further, the issuing entity, **M/s Paramount Quality Certifications**, was not found in the CMMI Partner Directory. Consequently, the submitted documents could not be independently corroborated through the appraisal records and partner information examined by DGMA. These discrepancies were recorded in the verification request sent to ISACA.

DGMA sought clarification from CMMI institute on whether M/s Paramount Quality Certifications was or had been authorised, accredited or recognised by the CMMI Institute; whether the certificates issued to the Consortium members were genuine and officially recognised; and whether certificates unsupported by PARS records could be accepted as valid CMMI Maturity Level 3 credentials. The request enclosed the certificates submitted by the Consortium led by Applied Research International Private Limited, together with ADU Academy India Private Limited and Hindustan Institute of Maritime Training.

In its email dated **30.10.2026**, under **Case No. 00970809**, ISACA confirmed that CMMI appraisals may only be conducted by an **ISACA CMMI Partner in good standing** and that **the issuing bodies listed on the submitted certificates were not CMMI Partners**. E-mail from CMMI/ISACA is attached as Annexure 'G'. ISACA also directed DGMA to check PARS for valid appraisal results and to the Partner Directory for recognised CMMI Partners. This response independently confirmed the concern regarding the issuing entity's recognised partner status.

The verification findings establish that the certificates submitted by the Consortium members were issued by **an entity that is not a recognised CMMI Partner**, and could not be verified through PARS. ISACA's confirmation therefore supports the conclusion that these documents **do not establish genuine, recognised CMMI Maturity Level 3 credentials**. Their submission as evidence of compliance with the RFP constitutes an apparent false or misleading representation, subject to consideration of the Consortium's explanation.

5. Examination of the Consortium's Clarifications

The Consortium's explanation concerning compliance with the CMMI Level 3 requirement is grouped below into two principal parts: **reliance on the parent-company credential**, and **the interpretation of the certification requirement concerning the issuing body, appraisal method, empanelled agency and publication on PARS**. The following paragraphs record the Consortium's submissions; the Committee's examination and response will be inserted separately under each part.

5.1 Reliance on the Parent-Company Credential

a) Consortium's submission

The Consortium submitted that Applied Research International Private Limited (ARI) is a wholly owned subsidiary of **Zen Technologies Limited**, and that this relationship had been disclosed in the original proposal at pages 104 and 113. It relied on Section 4 of the RFP, which permits consideration of credentials of a bidder's parent company and other related entities. It also referred to **pre-bid Query 9**, concerning acceptance of subsidiary, holding-company and group-company credentials, to which the Directorate had responded "Yes". On this basis, the Consortium requested consideration of Zen Technologies Limited's CMMI credential as an independent basis for meeting the eligibility requirement.

The Consortium stated that Zen Technologies Limited held a **CMMI Development Maturity Level 5 rating**, published on PARS under **Appraisal ID 74961**, with validity from **17.02.2025 to 17.02.2028**. It contended that this rating was valid on the bid-submission date and that Maturity Level 5 encompassed the practices of Maturity Level 3. Accordingly, it argued that the parent-company credential satisfied the prescribed requirement through the related-entity provision of the RFP.

b) Committee's examination and response

The Committee has examined the Consortium's request to rely upon the CMMI credential of its parent company, Zen Technologies Limited, which was not submitted with the original Technical Proposal. While Section 4 permits consideration of related-entity credentials, such consideration remains subject to the RFP provisions governing submission of documents, determination of responsiveness and permissible clarification. The relevant provisions are reproduced below.

Applicable RFP provisions

i) Section 2, ITB Clause 13(d), printed page 11:

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

ii) Section 2, ITB Clause 18(a), printed page 13:

"The Proposal Evaluation Committee, constituted by the client, shall determine the responsiveness of each Proposal with reference to the requirements outlined in the RFP, based solely on the contents of the Proposal as submitted."

iii) Section 2, ITB Clause 18(c)(iii), printed page 14:

A deviation, reservation or omission is material where its rectification:
"would unfairly affect the competitive position of other Bidders who submitted substantially responsive Proposals."

iv) Section 2, ITB Clause 20(c), printed page 14:

"The Proposal Evaluation Committee may rectify immaterial non-conformities or omissions based on the information or documentation submitted by the Bidder, provided such rectification does not affect the substance of the Proposal."

v) Section 2, ITB Clause 21(a), printed page 15, relevant extract:

"The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the Proposal shall be sought, offered, or permitted that may grant any undue advantage to such Bidder."

vi) Section 2, ITB Clause 21(b), printed page 15:

"The client reserves its right to, but without any obligation to do so, seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the Proposal Opening and which have not undergone change since then and do not grant any undue advantage to any Bidder. There is a provision on the portal for requesting Short-fall documents from the Bidders. The system allows taking the shortfall documents from Bidders only once after the technical Proposal opening."

vii) Section 2, ITB Clause 18(f), printed page 14:

"Proposals that are determined to be non-responsive or found to contain material deviations, reservations, or omissions shall be rejected and shall not be considered for further evaluation."

The above provisions distinguish between **clarification of an existing proposal** and **substantive modification of the basis on which eligibility is claimed**. Clauses 13(d) and 18(a) require the proposal to be assessed as submitted and prohibit modifications

after the submission deadline. Clauses 20(c) and 21(a) further establish that clarification or rectification must not alter the substance of the proposal or confer an undue advantage.

The Consortium's original claim of compliance with the CMMI requirement was based on the certification documents submitted for its members. The parent company's CMMI credential was not included with the original Technical Proposal and has subsequently been offered as an alternative basis for establishing eligibility. Disclosure of the parent-subsidiary relationship does not, by itself, amount to submission of the parent company's CMMI credential or demonstrate that this credential formed the original basis of compliance.

Section 4's permission to consider parent-company and related-entity credentials addresses **whose credentials may be considered**; it does not dispense with the requirements concerning **submission and permissible clarification of those credentials**. Accordingly, the related-entity provision cannot be read independently of the restrictions contained in Clauses 13(d), 18(a), 20(c) and 21(a).

The Committee also notes the Consortium's reliance on Clause 21(b), on the ground that the parent company's appraisal existed before proposal opening. However, **pre-existence is not the sole condition for acceptance**. The clause confers a discretionary power on the client, without an obligation to exercise it, and expressly requires that the document must not grant an undue advantage. Read with Clauses 20(c) and 21(a), this provision does not permit a historical document to be used to substantively replace the original basis of eligibility merely because it existed before proposal opening.

Accordingly, **upon recording that the parent-company credential was neither submitted nor relied upon for CMMI compliance in the original proposal, and that its subsequent acceptance would materially substitute the original eligibility evidence**, the Committee would not accept it as a replacement for the certification documents originally submitted. The Consortium's compliance must instead be determined on the original proposal and such clarifications as are permissible under the RFP. Any established material non-responsiveness would attract Clause 18(f). The subsequent parent-company credential would also not, by itself, resolve the separate issue concerning the authenticity and acceptability of the documents originally submitted

5.2 Issuing Body, Appraisal Method, Empanelled Agency, PARS Publication and Pre-Bid Clarification

a) Consortium's submission

The Consortium relied on **Corrigendum SN 1 dated 07.05.2026**, which introduced CMMI Level 3 as an eligibility requirement and required submission of a valid certificate covering the bid-submission date. It contended that the requirement did not prescribe a particular **issuing body, appraisal method, empanelled agency or publication on PARS**. It also referred to **pre-bid Query 102**, which asked whether bidders were required

to use pre-selected empanelled agencies. According to the Consortium, the Directorate's response referred to the corrigendum without prescribing any such agency.

Regarding the documents issued by **M/s Paramount Quality Certifications (PQC)**, the Consortium maintained that these were genuine, unaltered **third-party compliance certificates**, issued following PQC's own assessment of the members' quality-management systems. It stated that the issuing body was identified on the face of each certificate and that the certificates could be verified by their respective numbers on PQC's website. It therefore disputed the allegation that the submitted documents were fabricated or altered.

The Consortium distinguished these third-party compliance certificates from appraisals conducted under the CMMI Institute's appraisal method. It attributed their absence from PARS to this distinction and argued that, because the RFP and corrigendum did not expressly prescribe an appraisal method or verification platform, the certificates had been submitted on that understanding. It also stated that PQC had informed the Consortium that it issued the certificates under accreditation from **Scotland Accredited Services Limited (SASL)**, and enclosed the accreditation document supplied by PQC.

The Consortium maintained that the ARI and ADU certificates were valid on the bid-submission date and had been obtained before publication of the RFP, rather than specifically for this tender. It acknowledged that HIMT's certificate was issued on **02.07.2026**, after the submission deadline, and explained that it had been furnished subsequently as an update, not as evidence of certification held on the bid-submission date.

On these grounds, the Consortium denied any breach of the Code of Integrity and characterised the matter as one concerning interpretation of the eligibility requirement and evaluation of supporting evidence. It requested acceptance of its compliance, closure of the integrity-related proceedings and a personal hearing before any adverse decision.

b) Committee's examination and response

The following provisions from the official CMMI Authority Statement address the authority to affirm CMMI ratings, the authorised appraisal process and acceptance of appraisal results before their use in a request for proposal.

i) Authority to affirm CMMI ratings
Under**"CMMI Stewardship,"** the statement provides:
"CMMI Institute, part of ISACA, is the sole owner of Capability Maturity Model Integration (CMMI) and the sole entity that may affirm CMMI ratings."

ii) Authorised Lead Appraisers and licensed Partner organisations
The statement further provides:

"CMMI appraisals may only be delivered by certified or candidate Lead Appraisers (LAs) who have been trained by CMMI Institute and who work under the sponsorship of an officially licensed CMMI Partner organization."

iii) Acceptance before use in a request for proposal
Under**"CMMI Appraisals,"** the statement provides:
"Before the results of any CMMI Appraisal become public record, e.g., announced in a press release or on an organization's website, posted on the Published Appraisal Results System (PARS), or used in response to a request for proposal, the appraisal must first be accepted by CMMI Institute."

iv) Verification through PARS
The statement provides:
"PARS is the definitive resource for confirmation of a CMMI appraisal's authenticity and current validity by a third party."
It further states:
"If an appraisal does not appear on PARS, CMMI Institute cannot support claims to its legitimacy."

v) Qualification concerning the coverage of PARS
The official Published Appraisal Results page separately states:
"The Published Appraisal Results System (PARS) represents most but not all CMMI Appraisals that have resulted in a rating. This data set only includes data made public by originators."

The Committee has examined the Consortium's contention that, because the RFP did not prescribe a particular issuing body, appraisal method, empanelled agency or publication platform, the third-party compliance certificates issued by M/s Paramount Quality Certifications could satisfy the CMMI Level 3 requirement. In examining this contention, the Committee distinguishes between an independently issued compliance certificate and a recognised CMMI maturity-level rating.

The official CMMI Authority Statement establishes that CMMI Institute is the sole entity authorised to affirm CMMI ratings. It further states that CMMI appraisals may only be delivered by certified or candidate Lead Appraisers trained by CMMI Institute and working under the sponsorship of an officially licensed CMMI Partner. The statement also requires an appraisal to be accepted by CMMI Institute before its results are used in response to a request for proposal. These requirements identify the recognised process through which a CMMI rating is established.

In the Committee's interpretation, the absence of a named issuing agency in the RFP does not dispense with the recognised requirements of the specified CMMI framework. Naming a particular service provider is distinct from requiring that the credential originate through the framework's authorised appraisal process. Accordingly, the Consortium's explanation concerning pre-bid Query 102 and the absence of a pre-selected empanelled agency does not, by itself, establish that an independent assessment outside that process is equivalent to a recognised CMMI Level 3 rating.

The Consortium has itself described the PQC documents as third-party compliance certificates based on PQC's own assessment, rather than appraisals conducted under the CMMI Institute's appraisal method. On that explanation, the relevant question is not merely whether PQC issued the documents or whether their numbers appear on its website, but **whether the documents establish a CMMI rating affirmed through the authorised framework**. Verification on the issuer's website may establish issuance; it does not, by itself, establish recognition by CMMI Institute.

Similarly, the accreditation document attributed to Scotland Accredited Services Limited does not, without evidence of CMMI Institute recognition, establish that PQC was an officially licensed CMMI Partner or that the assessments were conducted by authorised Lead Appraisers and accepted by CMMI Institute. The Committee must therefore assess the claimed accreditation against the specific authorisation requirements of CMMI, rather than treat general third-party accreditation as equivalent.

Regarding PARS, the Committee notes the qualification on the official publication page that it contains most, but not all, rated appraisals. Consequently, non-publication alone should not be treated as conclusive evidence that a document is fabricated. The examination should instead consider the combined evidence concerning the issuing organisation's authorisation, the Lead Appraiser, the appraisal method and acceptance by CMMI Institute, together with direct confirmation from the framework owner.

Accordingly, **unless the Consortium establishes that the submitted documents represent recognised CMMI appraisals accepted by CMMI Institute, their description as genuine third-party compliance certificates does not establish compliance with the prescribed CMMI Level 3 requirement**. Whether the documents were fabricated, falsely represented or submitted in breach of the Code of Integrity is a separate determination requiring examination of the verification evidence, the representations made in the bid and the Consortium's explanation.

6: Applicable Provisions on Code of Integrity, False Documentation and Debarment

The relevant provisions are grouped below under **RFP, Consultancy Procurement Manual and GFR**, with each related provision reproduced together and followed by its explanation. Quoted wording is distinguished from the Committee's interpretation.

Part I: Provisions of the RFP

A. ITB Clause 2: Code of Integrity (Page 7)

"2) Code of Integrity

a) The client and all officers or employees of the client, whether involved in the procurement process or otherwise, or Bidders and their representatives or employees participating in a procurement process or other persons involved,

directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity in accordance with the code of integrity prescribed under GFR.

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

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

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

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

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

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

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

This clause establishes the bidder's obligation to maintain integrity throughout procurement and expressly provides remedies for an established breach. In the present examination, exclusion from procurement, action against bid security and debarment are the relevant pre-award measures. Recovery of payments and contract cancellation apply where the corresponding payments or contract exist. The clause expressly requires a reasonable opportunity of hearing.

B. ITB Clause 6(d): False or Misleading Documents and Bid Security (Page 9)

The related grounds under Clause 6(d) read:

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

1) If the Bidder is found to have violated the Code of Integrity.

5) If the Bidder is found to have submitted false, incorrect, or misleading information or documents in support of its proposal.

6) If the Bidder engages in corrupt, fraudulent, coercive, or collusive practices in competing for the contract."

Provision directly addresses false, incorrect or misleading supporting documents. Where the Committee establishes that the certification documents misrepresented compliance with the RFP, this clause provides the basis for considering forfeiture of bid security or enforcement of the Bid Securing Declaration, according to the instrument actually furnished. The finding must identify the particular information or document found false or misleading.

C. ITB Clauses 18, 21 and 22: Material Non-Compliance and Limits of Clarification Printed pages 13–15

The relevant provisions state:

Clause 18(b): "A Proposal shall be considered substantially responsive if it meets all the requirements of the RFP, without material deviation, reservation, or omission."
Clause 18(c)(iii): A material deviation, reservation or omission includes one which, "If rectified, would unfairly affect the competitive position of other Bidders who submitted substantially responsive Proposals."
Clause 18(f): "Proposals that are determined to be non-responsive or found to contain material deviations, reservations, or omissions shall be rejected and shall not be considered for further evaluation."
Clause 21(a), relevant portion: "The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the Proposal shall be sought, offered, or permitted that may grant any undue advantage to such Bidder."
Clause 21(b), relevant portion: "The client reserves its right to, but without any obligation to do so, seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the Proposal Opening and which have not undergone change since then and do not grant any undue advantage to any Bidder."
Clause 22(c)(i): "Part A comprises mandatory eligibility and qualification criteria that must be met by all Bidders. Technical Proposals that do not satisfy the requirements under Part A shall be deemed non-responsive and will not be considered for further evaluation under Part B."

These provisions distinguish clarification of existing evidence from alteration of the substance of a bid. The Committee should determine whether the certification deficiency concerns a mandatory requirement and whether the bidder possessed the required recognised credential at the relevant date. Clarification cannot be used to confer an undue advantage or substitute a newly acquired qualification for one required when the bid was submitted.

D. Bidder and Consortium Declarations
The related declarations in **Form T-1, printed page 60**, include:

Paragraph 9, relevant portion: "scanned copies of documents/ affidavits/ undertakings uploaded during the shortlisting process, and this RFP are valid, true, and correct to the best of our knowledge and belief."

Paragraph 12: "We understand that any misinterpretation or misrepresentation would violate the Code of Integrity and attract penalties, as this RFP Document mentions."

Form T-11, paragraph 4, printed page 82, provides: "We have not engaged, and will not engage, in any corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process or execution of the contract."

Form T-12, paragraph 5, provides: "We understand that any misrepresentation or breach of this declaration may lead to rejection of our bid, termination of the contract, and forfeiture of our guarantees."

These declarations place responsibility on the bidder for the validity and correctness of its submissions and expressly connect misrepresentation with an integrity breach. The Committee should examine the declarations actually signed by the Lead Member and

affected Consortium members, alongside the certificates and explanations furnished. These undertakings support action where a false or misleading representation is established; they do not dispense with examination of the evidence or opportunity to respond.

E. GCC Clause 1.9: Code of Integrity

"a) The client, the Service Provider and their representatives shall strictly adhere to the code of integrity as stipulated under GFR 175.

b) The client requires the Service Provider to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract."

Clause 1.9 expressly incorporates GFR Rule 175 into the contractual framework. Its commission-disclosure requirement is a separate obligation and should be invoked only if the record establishes a corresponding issue. It should not be treated as an additional ground against the bidder merely because certification discrepancies have been identified.

Part II: Provisions of the Consultancy Procurement Manual

A. Paragraph 3.3.3: Fraudulent Practice

The **Manual for Procurement of Consultancy Services, Second Edition, 2025**, under paragraph 3.3.3, defines fraudulent practice as follows:

"'Fraudulent practice': any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;"

The definition covers both misleading representations and attempts to mislead. It expressly includes false declarations or information furnished for tender participation or securing a contract. The Committee should therefore assess whether the certification submissions represented recognised qualifications that the bidder did not possess, and whether those representations were used to establish eligibility or obtain a procurement benefit.

B. Paragraph 3.3.3: Punitive Provisions

The complete related punitive provision reads:
"4. Punitive Provisions: Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the

Procuring Entity concludes that a (prospective) bidder/contractor/ Supplier/ consultant/ service provider, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Procuring Entity may take appropriate measures including one or more of the following:

a) if his bids are under consideration in any procurement
i) Forfeiture or encashment of bid security;
ii) calling off of any pre-contract negotiations, and;
iii) rejection and exclusion of the bidder from the procurement process

b) if a contract has already been awarded
i) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
ii) Forfeiture or encashment of any other security or bond relating to the procurement;
iii) Recovery of payments made by the Procuring Entity along with interest thereon at the prevailing rate

c) Provisions in addition to above:
i) Removal from the list of registered consultants and debarment of the bidder from participation in future procurements of the Procuring Entity for a period for a period not exceeding two years;
ii) In case of anti-competitive practices, information for further processing may be filed by the Competent Authority, with the Competition Commission of India;
iii) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible."

The Manual separates pre-award measures from remedies following contract award. Rejection, exclusion, security action and debarment may be considered where an integrity breach is established while the bid remains under consideration. Contract cancellation and payment recovery require the corresponding contractual circumstances. The Manual expressly specifies a **maximum two-year period** for the debarment described in this provision.

C. Paragraphs 3.8.1 and 3.8.2: Debarment and Opportunity to Represent

The related provisions reproduced in paragraph 3.8.1 state:

"A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity.
The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment."

Paragraph 3.8.2 further provides:
"The concerned Ministry/ Department, before issuing the debarment order against a firm, must ensure that reasonable opportunity has been given to the concerned firm to

represent against such debarment (including a personal hearing if requested by the firm). Please refer to Annexure 27 for the format of the Show-cause notice for debarment."

Debarment requires a specific opportunity to represent against that proposed action, including a personal hearing if requested. The report should record the notice, allegations disclosed, bidder's reply and Committee's consideration. A certificate-verification request alone should not be presented as completion of the debarment process. The Manual also distinguishes Ministry-level debarment from debarment extending across Central Ministries and Departments.

Part III: Provisions of the GFR

A. GFR Rule 175: Code of Integrity
The complete Rule 175 reads:
"Rule 175 (1) Code of Integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

(i) Prohibition of

(a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
(b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
(c) Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
(d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
(e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
(f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
(g) Obstruction of any investigation or auditing of a procurement process.
(h) Making false declaration or providing false information for participation in a tender process or to secure a contract;
(ii) Disclosure of conflict of interest.
(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

Rule 175 (2)
The procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures."

Rule 175(1)(i)(b) and Rule 175(1)(i)(h) are directly relevant to alleged misrepresentation and false certification information submitted for tender participation. Rule 175(2) requires a reasonable opportunity of hearing before the procuring entity concludes that an integrity breach has occurred and takes appropriate measures. The remaining prohibitions should not be treated as allegations against the bidder unless independently supported by the record.

B. GFR Rule 151: Applicable Debarment Limit

The integrity-breach and opportunity-to-represent provisions of Rule 151, reproduced in the Manual, provide:
"A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity.
The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment."

The above provisions establish the framework for examining false or misleading certification submissions and determining appropriate procurement consequences. The Committee's recommendation should identify the specific representation found false or misleading, the supporting verification evidence, the bidder's explanation and the provision breached. Any proposed debarment should remain within the applicable statutory framework and follow the prescribed opportunity to represent.

7. Proposed Debarment, Stakeholder Affordability and Cancellation of the Tender Process

In view of the certification-verification findings recorded in this note, the Committee recommends initiation of blacklisting/debarment proceedings against the bidder and the affected Consortium members for submission of documents that apparently misrepresented recognised CMMI certification. The proposed action concerns the use of these documents to establish compliance with a mandatory eligibility requirement and the resulting breach of the bidder's declarations concerning the validity, truthfulness and correctness of its submissions. ITB Clause 2(b) provides for integrity-related measures after a reasonable opportunity of hearing, while Clause 6(d)(5) expressly addresses false, incorrect or misleading supporting documents.

The Committee proposes blacklisting/debarment of Applied Research International Private Limited and its Consortium members, ADU Academy India Private Limited and Hindustan Institute of Maritime Training, for three years, with reference to ITB Clause 2(b)(vi), "Code of Integrity," on printed page 7 of the RFP, which provides for debarment for a period of up to three years. This recommendation is submitted to the competent authority for approval, subject to compliance with applicable law.

In accordance with **Clause 2 of Section 2—Instructions to Bidders and Form T-1 of the RFP**, read with **paragraphs 3.8.1(4) and 3.8.2 of the Manual for Procurement of Consultancy Services, Second Edition, 2025, and GFR Rule 151(iv)**, the Committee has issued debarment show-cause notice to all three consortium members granting them **one week from receipt of the notice** to submit written explanations and supporting documents concerning the certification discrepancies. A reasonable opportunity of being heard, including a personal hearing if requested, will be afforded. If, after examining their submissions, the explanations are found unsatisfactory and the breach is established, the Committee will recommend issuance of a final debarment order to the competent authority for approval.

Virtual Guru Edu Private Limited (H2) Commercial Assessment and Stakeholder Affordability

The Committee notes that **Virtual Guru Edu Private Limited, the H2-ranked bidder, quoted approximately ₹67 crore, compared with approximately ₹24 crore quoted by the Applied Research International and Consortium (H1)**, representing approximately three times the H1 quotation. Given that the proposed ecosystem relies on stakeholder user charges rather than Government funding, the Committee considers this substantially higher quotation unsuitable from an affordability perspective, particularly for **students and other stakeholders.**

Accordingly, keeping stakeholder affordability and the financial burden on students and other stakeholders in view, **the Committee recommends that the tender not be awarded to the Virtual Guru Edu Private Limited (H2) ranked bidder**. Exclusion of H1 should not result in an automatic award to H2 at charges that the Committee considers inconsistent with the procurement's affordability objective.

Recommendation for Cancellation/Annulment of the Tender Process

Separately from the proposed debarment proceedings, **the Committee recommends cancellation/annulment of the present tender** on account of the submission of not verifiable CMMI certification documents by the H1-ranked Consortium and the substantially higher quotation of the H2-ranked bidder, which is approximately three times the H1 quotation. The Committee considers the higher cost unsuitable from an affordability perspective, particularly for students and other stakeholders, who would bear the stakeholder user charges. Accordingly, the Committee proposes cancellation/annulment under the RFP provision reserving the right to reject any or all proposals and cancel or annul the bidding process, subject to the competent authority's approval.

The Committee recommends cancellation/annulment of the present tender and initiation of debarment proceedings against Applied Research International Private Limited and its Consortium members, ADU Academy India Private Limited and **Hindustan Institute of Maritime Training.**

The recommendations are submitted to the competent authority for necessary action.

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DDG (IT&E-Governance)

Shri Praveen Nair,
Dy. Chief Surveyor & Sr. DDG (Tech)

Shri Dinesh Mate,
DDG (FAAPP)

Capt. Ravi Singh Sikarwar,
Nautical Surveyor

Shri Deependra Singh Bisen,
DDG (STCW)