

Indian Ports Association

Corrigendum 3 to Request for Proposal for Design, development, integration, implementation, operation and maintenance of Port Community System ver1x for Indian Sea Ports

Sl. No	Tender Clause & Page No.	Older Clause	Revised Clause
1.	Clause 2.22. Consortium of Firms - Vol I	In case of any dissatisfaction or default on part of the lead Bidder, Consortium members would provide the level of support desired by IPA without any financial liability as per the role defined in the MoU/agreement.	In case of any dissatisfaction or default on part of the Lead Bidder, action will be taken against the Lead Bidder as per the provisions of the Master Services Agreement.
2	Clause 2.3. Sub-contracting - Vol I	i. All sub-contracting arrangements must form part of the bid and be indicated in the bid. ii. All sub-contracting contracts must be entered into by the bidder/lead bidder before award of the project by IPA.	i. All sub-contracting arrangements proposed to be made must form part of bid. ii. All sub-contracting contracts must be entered into by the bidder/lead bidder before award of the project by IPA.
3.	Clause 4.6. Technical Bid Evaluation – A6 Vol I	Range of marks for CMMi Levels Level 3-10 marks Level 4-15 marks Level 5-20 marks	Range of marks for CMMi Levels Level 3-15 marks Level 4-17 marks Level 5-20 marks
4.	PQ Form 3 - Financial Capability format- Vol I	The certificate to be amended needs to say that "We have examined the books of accounts and other relevant records of <<Bidder / consortium Partner /Associate of the Bidder - Name along with registered address.	Refer Annexure A
5.	PQ Form 6 – Format of Consortium - Vol I		Refer Annexure B
6.	Clause 15.2 (a) - Termination/ Suspension without cause - Vol III	IPA may at any time terminate the Contract for any reason by giving the Service Provider a notice of termination by giving 90 days prior written notice that refers to this clause	IPA may at any time terminate the Contract after giving a 90 days prior written show cause notice stating the reasons to the Service Provider that refers to this clause

7.	Clause 10.1 - Details of SLA Penalty Mechanism Annexure H- Vol III	<table border="1"> <thead> <tr> <th data-bbox="408 194 647 239">Metric</th> <th data-bbox="647 194 887 239">Penalty</th> </tr> </thead> <tbody> <tr> <td data-bbox="408 239 647 1057">No substitution of resources will be allowed whose CVs have been provided along with the technical bid for the period 15 months from the commencement of Project (other than unavoidable reasons e.g. death, disability, departure from the firm, etc.)</td> <td data-bbox="647 239 887 1057">Penalty of Rs. 5,00,000 per substitution of resources whose CVs have been provided along with the technical bid</td> </tr> </tbody> </table>	Metric	Penalty	No substitution of resources will be allowed whose CVs have been provided along with the technical bid for the period 15 months from the commencement of Project (other than unavoidable reasons e.g. death, disability, departure from the firm, etc.)	Penalty of Rs. 5,00,000 per substitution of resources whose CVs have been provided along with the technical bid	<table border="1"> <thead> <tr> <th data-bbox="895 194 1134 239">Metric</th> <th data-bbox="1134 194 1374 239">Penalty</th> </tr> </thead> <tbody> <tr> <td data-bbox="895 239 1134 1057">No substitution of resources will be allowed whose CVs have been provided along with the technical bid for the period 8 months from the commencement of Project (other than unavoidable reasons e.g. death, disability, departure from the firm, etc.)</td> <td data-bbox="1134 239 1374 1057">Penalty of Rs. 3,00,000 per substitution of resources whose CVs have been provided along with the technical bid</td> </tr> </tbody> </table>	Metric	Penalty	No substitution of resources will be allowed whose CVs have been provided along with the technical bid for the period 8 months from the commencement of Project (other than unavoidable reasons e.g. death, disability, departure from the firm, etc.)	Penalty of Rs. 3,00,000 per substitution of resources whose CVs have been provided along with the technical bid				
Metric	Penalty														
No substitution of resources will be allowed whose CVs have been provided along with the technical bid for the period 15 months from the commencement of Project (other than unavoidable reasons e.g. death, disability, departure from the firm, etc.)	Penalty of Rs. 5,00,000 per substitution of resources whose CVs have been provided along with the technical bid														
Metric	Penalty														
No substitution of resources will be allowed whose CVs have been provided along with the technical bid for the period 8 months from the commencement of Project (other than unavoidable reasons e.g. death, disability, departure from the firm, etc.)	Penalty of Rs. 3,00,000 per substitution of resources whose CVs have been provided along with the technical bid														
8.	Clause B Software Components under d. cloud (Primary and DR site) – Vol II	<table border="1"> <thead> <tr> <th data-bbox="408 1153 584 1232">Scenario</th> <th data-bbox="584 1153 759 1232">Proposed action</th> <th data-bbox="759 1153 879 1232">RTO / RPO</th> </tr> </thead> <tbody> <tr> <td data-bbox="408 1232 584 1388">Disruption in primary link</td> <td data-bbox="584 1232 759 1388">2) Switch over to secondary link</td> <td data-bbox="759 1232 879 1388">RTO – 5 minutes</td> </tr> </tbody> </table>	Scenario	Proposed action	RTO / RPO	Disruption in primary link	2) Switch over to secondary link	RTO – 5 minutes	<table border="1"> <thead> <tr> <th data-bbox="895 1153 1070 1232">Scenario</th> <th data-bbox="1070 1153 1246 1232">Proposed action</th> <th data-bbox="1246 1153 1477 1232">RTO / RPO</th> </tr> </thead> <tbody> <tr> <td data-bbox="895 1232 1070 1344">Disruption in primary link</td> <td data-bbox="1070 1232 1246 1344">2) Switch over to secondary link</td> <td data-bbox="1246 1232 1477 1344">RTO – 30 minutes</td> </tr> </tbody> </table>	Scenario	Proposed action	RTO / RPO	Disruption in primary link	2) Switch over to secondary link	RTO – 30 minutes
Scenario	Proposed action	RTO / RPO													
Disruption in primary link	2) Switch over to secondary link	RTO – 5 minutes													
Scenario	Proposed action	RTO / RPO													
Disruption in primary link	2) Switch over to secondary link	RTO – 30 minutes													
9.	Clause 16 e and f - Disaster Administrati on	<p>e. Mock drills and plan updates shall be carried out once/twice in a year and report submitted to the port.</p> <p>f. Bidder shall test, review, and monitor the business continuity plan bi-annually for its effectiveness and provide test results to the port.</p>	<p>e. Mock drills and plan updates shall be carried out once/twice in a year and report submitted to the IPA.</p> <p>f. Bidder shall test, review, and monitor the Disaster Recovery (for business continuity) plan bi-annually for effectiveness and provide test results to the IPA.</p>												
10.	Clause 21	New Clause added in the corrigendum 1 The scope of work of the bidder	Clause Deleted												

		under IT facility management services to port include overall management and maintenance of desktops, thin clients, peripherals, printers and scanners.	
11.	Clause 23	General Conditions: Service Provider will carry out necessary knowledge transfer and impart training to IPA/Port designated officials for managing the operations of the system till one year after go-live. Depending on their readiness, IPA/ports may take over few or entire operations in consultation with the Bidder and apportion subsequent support cost accordingly.	Service Provider will carry out necessary knowledge transfer and impart training to IPA/Port designated officials for managing the operations of the system as indicated in the tender.
12.	Volume 1	EMD	EMD (BG) Validity : 180 Days
13.	Clause 8 - General Obligation of the Service Provider - Vol 3		New Clause added 8.4 In the event of non performance and failure to perform the obligation enshrined in the contract, IPA shall reserve the right to terminate the contract by following due process and execute the remaining part of the contract at the sole risk & cost of the contractor/bidder.

Annexure A - PQ Form 3, Financial Capability

<<To be completed by the Bidder / In case of consortium, by each partner as appropriate to demonstrate that they meet the requirements>>

<<On the letterhead of the Chartered Accountant>>

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

Date:

To

Managing Director, Indian Ports Association,

1st Floor, South Tower, NBCC Place,

BhishmaPitamahMarg,

Lodhi Road, Institutional Area,

New Delhi – 110003

Dear Sir,

We have examined the books of accounts and other relevant records of <<Bidder / consortium Partner /Associate of the Bidder along with registered address>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover for the three years i.e. from FY 2014-15 to FY 2016-17 was as per details given below:

Information from Balance Sheets (in Indian Rupees)			
	2014-15	2015-16	2016-17
Annual Turnover			
Net worth			

(Signature of the Chartered Accountant)

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

Annexure B– PQ Form 6, Format for Consortium Agreement

<<On non-judicial stamp paper of appropriate value to be purchased in the name of executants companies or as required by the jurisdiction in which executed>>

This Consortium Agreement executed on this day of..... Two Thousand By:

M/s.a Company incorporated under the laws of.....and having its registered office at..... (Hereinafter called the “Bidder” which expression shall include its successors);

And

M/s. a Company incorporated under the laws ofand having its registered office at..... (Hereinafter called the

“Second Member of the consortium” which expression shall include its successors)

And

M/s. a Company incorporated under the laws ofand having its registered office at..... (Hereinafter called the

“Third Member of the consortium” which expression shall include its successors)

The Bidder the Second Member and the Third Member shall collectively hereinafter be called as the “Consortium Members” for the purpose of submitting a proposal (hereinafter called as “Bid”) for the work of(Name of project) of IPA (hereinafter called the “Owner”) in response to Request for Proposal Document (hereinafter called as ”tender” Document) Dated..... for the purposes of submitting the bid no.and entering into a contract in case of award for the work of (Name of work).....

WHEREAS, the Owner invited bids vide its tender document no.for the work of.....AND WHEREAS as per document, Consortium bids will also be considered by the Owner provided they meet the specific requirements in that regard.

AND WHEREAS the bid is being submitted to the Owner vide proposal dated based on the Consortium Agreement and the bid with its forms and submission documents, in accordance with the requirement of tender conditions and requirements have been signed by all the partners and submitted to the Owner.

AND WHEREAS Clause <> of tender document stipulates that a Consortium of maximum <3> companies, meeting the requirements stipulated in the tender document may submit a Proposal signed by Lead Member of the Consortium Members known as Lead Bidder so as to legally bind the Lead Bidder to be liable for the performance and all obligations thereunder to IPA and duly signed Consortium Agreement shall be attached to the Proposal.

NOW THEREFORE, in consideration of the mutual covenants of the members of the Consortium, the sufficiency whereof is hereby acknowledged and other good valuable consideration, we agree as follows:

1. We the members in the Consortium hereby confirm that the name and style of the Consortium shall be..... Consortium.
2. M/s.shall act as Lead Member for self, and for and on behalf of M/s..... (Second Member) and (Third Member) and further declare and confirm that the lead member shall be bound unto the Owner for the successful performance of the obligations under the Request for Proposal (tender) and resulting Contact Agreement(s) submitted / executed by the Lead Member in the event of the selection of Consortium. Further, the Lead member is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the consortium.
3. The composition or the constitution of the consortium shall not be altered without the prior consent of IPA.
4. The roles and responsibilities of the lead bidder and the other members of the consortium for execution of various components/activities as defined in the tender document shall be as under:

S.No	Project Component / Activity	Roles & Responsibility of Lead Bidder	Roles & Responsibility of Second Member	Roles & Responsibility of Third Member
1				
2				
3				
4				

5. It is expressly agreed by the members that the lead member shall be held responsible for the specific roles/responsibilities undertaken by other members of the consortium.
6. For the purpose of this Agreement, the tender Document and the Contract, the lead bidder shall be the single point of contact for the IPA, shall have the overall responsibility of the management of the Project and shall have single point

- responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in the Contract and the tender Document.
7. If IPA suffers any loss or damage on account of any breach in the stipulation of the Agreements to be entered into by the Consortium Members, upon its selection pursuant to tender (the "Agreements") or any shortfall in the performance of the Transaction or in meeting the performances guaranteed as per the tender and the Agreements, the Lead Member hereby undertake to promptly make good such loss or damages caused to IPA on its demand without any demur or contest. The Owner shall have the right to proceed against the Lead member.
 8. The financial liability of the Consortium Members to the IPA, with respect to any of the claims arising out of the performance or non-performance of obligations under the tender and the resulting Agreement(s) shall be met by the Lead bidder.
 9. It is expressly agreed by the Members that all the due payments shall be made by the Owner to Lead Bidder only.
 10. This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Delhi shall have the exclusive jurisdiction in all matters arising there under.
 11. It is also hereby agreed that the Lead Bidder shall, on behalf of the Consortium shall submit the Bid and performance Security as specified by owner in the tender document.
 12. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by IPA
 13. This Agreement shall come into force as of the date of signing and shall continue in full force and effect until the complete discharge of all obligations, concerning the carrying out of the Project, which have been taken on by the Parties under the Contract, tender Document and under this Agreement.
 14. Any other terms and conditions not in contradiction to the tender and above mentioned terms and conditions.

IN WITNESS WHEREOF, the Members to the Consortium agreement have through their authorised representatives executed these presents and affixed common seal of their companies, on the day, month and year first mentioned above.

<p>Common Seal of.....has been affixed in my/our Bidder presence pursuant to Board of Director's resolution dated</p> <p>1) Witness</p> <p>2) Witness</p>	<p>For and on behalf of M/s.....</p> <p>(Bidder)</p> <p>(Signature of authorized representative) Name: Designation:</p>
<p>Common Seal of.....has been affixed in my/our Bidder presence pursuant to Board of Director's resolution dated</p> <p>1) Witness</p> <p>2) Witness</p>	<p>For and on behalf of M/s.....</p> <p>(Second member)</p> <p>(Signature of authorized representative) Name: Designation:</p>
<p>Common Seal of.....has been affixed in my/our Bidder presence pursuant to Board of Director's resolution dated</p> <p>1) Witness</p> <p>2) Witness</p>	<p>For and on behalf of M/s.....</p> <p>(Third member)</p> <p>(Signature of authorized representative) Name: Designation:</p>