

INDIAN PORTS ASSOCIATION
Clarification of Pre-Bid Queries

RFP for Engagement of Consulting Agency in the field of IT & IT related Activities

IPA/ICTD/CA/2018

Dt. 15.01.2019

S.No	Clause Description	Details of Item per Tender Requirement	Query/ Suggestion	Clarifications
M/s Velocis Systems Pvt Ltd:				
1.	Point 11.1 of Clause 11	Bidder should be NICSI empaneled manpower supply agency in multiple domain like software/application development, System software management and monitoring, DBA activity, Networking and telecom, DC& DR management, Information System Security solution design and management, Planning and procurement of different IT solution including IT infrastructure, preparation of RFP and contract management related to IT and IT enabled services, SLA monitoring with minimum 5 Years' experience.	<p>A. Please clarify route of order placement. Will it be directly or through NICSI</p> <p>B. It is brought to the kind notice of IPA that no vendor has all the empanelment. It is requested to review this clause</p>	<p>A. Please refer Corrigendum</p> <p>B. Tender clause remains unchanged</p>
2.	Point 11.2 of Clause 11	Average annual turnover during the last 3 financial years ending with 31st March (Year 2015-16, 2016-17 and 2017-18) should be at least Rs 10 Lakhs, duly certified by Statutory Auditor/Chartered Accountant.	It is brought to the kind notice of IPA that given the critical nature, scope and complexity of the project as gathered from RFP document, the project may require support from a vendor having long-term experience and who has the capability to scale and enhance support.	Tender clause remains unchanged
3.	Clause 3	Project Objectives: The persons deployed by the selected agency under the contract shall be the	Please clarify this statement given in the RFP. If the project is about deployment of resources then usually	Tender clause remains unchanged

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		employees of the selected agency for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the selected agency (who is answerable to the Competent Authority of IPA i.e. MD, IPA or his representative) and in no case, shall have an employer-employee relationship which may accrue/arise implicitly or explicitly between the said persons and the IPA. Subcontracting shall not be permitted	day-to-day operational control lies with the Client but the RFP says otherwise	
4.			Quantity of respective manpower required not mentioned in the RFP. Please specify.	Tender clause remains unchanged
5.	Clause 7	IPA Additional requirement and Specialization: SAP – Project Management SAP Basis Network Engineer – SME – L3	A. Experience and skill-set of respective manpower required B. Is this part of additional requirement?	A. Tender clause remains unchanged B. Tender clause remains unchanged
6.	Point 5.1 under clause 5	Senior Application Developer Job Responsibilities	Multimedia Content Development and Software Debugging do not fall into their profile. Please clarify	Tender clause remains unchanged
7.	Point b of 5.2.2 under clause 5	Successful bidder (Agency) to provide Telephone, Email & Web based Support (24X7) beyond the office hours apart from onsite proactive support during office hours for the entire period of contract	Please clarify who would be providing this support the on-site deployed resource or someone in the back-end at Vendor's office	Please refer Corrigendum
8.	Point c of 5.2.2 under clause 5	Successful bidder (Agency) shall have to Apply Patches/Updates during the contract period.	Who will payment for licences / third party patches / updates - IPA or selected agency? Please clarify	Tender clause remains unchanged
9.			A. Please specify locations for deployment category wise.	Please refer Corrigendum

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			B. Please also specify the locations where On-Site support is required in-case of breakdowns.	
10.	Point 5.3 under clause 5	<p>IPA is seeking to recruit an ICT Specialist based at IPA, New Delhi. The overall purpose of this role is to oversee that the company ICT infrastructure estate is managed effectively, with the key aim of ensuring operational performance, capacity, risk management and implementation of future strategy and to deliver an excellent ICT service through proactive development and maintenance, and ICT Helpdesk support to staff within the organization and ports for common application on premises and the central infrastructure created through cloud and services are provided through different agencies to the different users and stakeholder across the country including the ports.. The role should manage and establish priorities for maintenance, design, development, and analysis of entire infrastructure systems inclusive of both physical and virtual servers, thin clients, printers, LAN/WAN (including Firewall), databases, office products, internet, security, wireless and cloud implementations. Most of the infrastructure is managed by third party providers, therefore a key component of this role is experience in management of</p>	<p>A. Please clarify its role, responsibility, timing and location of deployment- on-site or in the back-end at Vendor's office.</p> <p>B. Does department want any helpdesk tool deployed for this purpose.</p> <p>C. Does IPA want On-site deployed resource or someone in the back-end at Vendor's office for this purpose.</p>	A, B, C - Please refer Corrigendum

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		ICT infrastructure estate either in a fully outsourced or multiple provider scenario.		
11.	Under Clause 7	The agency shall have to mention specific name against each of such domain specialist. The responsibility of delivery shall solely on the Agency through the assigned manpower.	Please clarify the statement	Tender clause remains unchanged
12.			A. Please clarify difference between Maximum Marks and Interview marks. B. Please clarify the marking scheme.	Please refer Corrigendum
13.	Under clause 14	In the event of any loss/damage to IPA, the Bidder shall be liable to make good such loss found. No extra cost on such shall be admissible. However, decision of the MD, IPA, New Delhi on the matter shall be final and binding on both the parties.	Please clarify what IPA means by loss/damage in the statement	Please refer Corrigendum
14.	Clause 15	Termination: The Work Order can be terminated at any time without assigning any reason by MD, IPA, if the services are not up to his satisfaction after giving an opportunity to the selected Agency of being heard and recording of the reasons for repudiation. IPA reserves the right to invoke PBG submitted by the agency at any time during the engagement for non-performance of the agency and further terminate the contract.	Please specify the Termination Clauses. It is ambiguous and open ended.	Tender clause remains unchanged
15.	Clause 16	Liquidated Damages: In case of delay in supply of services to be provided within the prescribed period in the Work Order,		Tender clause remains unchanged

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		liquidated damages shall be charged, as per rules of General Financial and Accounts Rules (GF&AR).		
16	Point b under clause 17	For all authorized leave the (Agency) Organization shall provide immediately a suitable replacement. In case a resource avails leave for more than 2 days, the selected agency need to ensure a suitable replacement is made available on site as a replacement of the employee on leave.	There is ambiguity in the statement. Please clarify	Tender clause remains unchanged
17			Please clarify how the uptime would be calculated?	Tender clause remains unchanged
18.	Point C Under clause 17	As per the RFP document, SLA states that Rectification for any break down or Malfunctioning of the infrastructure/ software should be rectified within a period of FOUR hours from the receipt of complaint	This is not practically feasible in cases where some new licences / patches / upgrade / third-party vendor coordination may be required. For such cases exception should be provided on actual time basis required for such installation / upgardes / coordination etc.	Tender clause remains unchanged
19.	Point C Under clause 17	The limitation of liability under this engagement is 100% of the contract value	It is requested to remove this clause as it is a deterrent to participation of bidder	Tender clause remains unchanged
20.	Under Clause 7 & Bullet point 5 under clause 19	At one place in RFP it is mentioned "During first six months of the project bidders are not allowed to change any profile and they shall have to ensure the availability of the selected profile for at least six months" & At another place in RFP it is mentioned that "The Agency shall deploy same persons whose CV have been attached as	A. In RFP there is ambiguity in terms of initially deployed resources timeline. Plesae clarify. B. Also either of the clause may not be feasible in cases where Resources may resign on their own for any of their personal reasons after the sharing of their CVs / award of work order / post deployment of resource.	Refer Corrigendum

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		part of the technical proposal. No change of persons shall be allowed for first 3 months.”	Exception and waiving of penalty should be provided for such cases.	
21	Under clause 20	IPA reserves to right to decide on the number of resources to be deployed on the project and duration of this deployment	It is requested that a deployed resource be allowed to stay for minimum one year. This be taken into consideration to make the project feasible for Agency. Any potential Short duration deployment or frequent resource turn-around by IPA may make the project non-feasible for the Agency.	Tender clause remains unchanged
M/s TCIL				
1.	Point 11.1 under clause 11	Bidder should be NICSI empaneled manpower supply agency in multiple domain like software/application development, System software management and monitoring, DBA activity, Networking and telecom, DC& DR management, Information System Security solution design and management, Planning and procurement of different IT solution including IT infrastructure, preparation of RFP and contract management related to IT and IT enabled services, SLA monitoring with minimum 5 Years’ experience.	We have noticed that participation in the tender has been limited to the agencies who are empanelled with NICSI. We request you for waiver of this clause for Government PSU’s and allow TCIL to participate in your RFP.	Tender clause remains unchanged
M/s Alive Net Solutions:				
1.	Point 11.1 under clause 11	Bidder should be NICSI empaneled manpower supply agency in multiple domain like software/application development, System software management and monitoring, DBA	Our company is registered with NSIC, MSME and Startup India. My company working in IT and ITeS field from last 4+ years and having turnover of more than 10 Cr.	Tender clause remains unchanged

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		activity, Networking and telecom, DC& DR management, Information System Security solution design and management, Planning and procurement of different IT solution including IT infrastructure, preparation of RFP and contract management related to IT and IT enabled services, SLA monitoring with minimum 5 Years' experience.	Sir we would like to request please give opportunity to other companies who is not empanelled with NICTSI and registered/certified with/by other government agencies	
M/s Silvertouch Technologies ltd				
1.			We request you to extend the due date of Tender submission by at least 2 weeks from current due date i.e. 08/01/2019 so that we can submit the more comprehensive and complete solution to you.	Refer Addendum