

Subsequent Clarifications to PCS 1.x

SI. No	Tender Clause & Page No.	Tender requirement	Query/Suggestion of the Firm	Response of IPA
1.	Clause 2.22 of Vol I	<u>Consortium of Firms (Clause 2.22 of Vol I)</u> Clause 22.2 says that 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. Please refer to corrigendum no 3
2	Sub-contracting (clause 2.3 of Vol I)	The corrigendum of IPA reads as under: 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.	As regards point i above, it will not be possible to enter into sub-contracting arrangements before winning the bid. The bidder can indicate as to which of the activities are likely to be given on sub contract and likely names of sub-contractors with whom such sub-contracting arrangements are proposed to be entered into.	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. Please refer to corrigendum no 3
3.	clause 4.6 of Vol I	<u>Technical Bid Evaluation (clause 4.6 of Vol I)</u> For technical evaluation, while agreeing to change the requirement to CMMi Level 3,	It is requested that this may be changed as under: 'For Level 3-20, Level 2-15 and Level 1-	For Level 3-15, Level 4-17 and Level 5-20

		IPA has changed the marks to be awarded as 'For Level 3-10 marks, Level 4-15 marks and Level 5-20 marks).	10'	Please refer to corrigendum no 3
4.	(clause 6.1 of Vol I	Payment components (clause 6.1 of Vol I) IPA did not accept the change proposed that 'proto type of the design of the proposed community system — acceptance of the design by the stakeholders' to 'proto type of the design of the proposed community system — acceptance of the design by the IPA'.	This change needs to be made as IPA can interact with the stakeholders and arrive at a broad consensus for acceptance of the design.	IPA will form working groups of each major port consisting of different stakeholders groups and it is the responsibility of bidder to interact with the working groups. On successful issuance of acceptance from the different working groups of major ports, IPA will issue the necessary final certificate of acceptance.
5.	<u>Clause 6.1 of Vol I</u>	<u>Payment components (Clause 6.1 of Vol I)</u>	It needs to be defined that the User of UAT will be IPA	IPA will form working groups of each major port consisting of different stakeholders groups and it is the responsibility of bidder to interact with the working groups. On successful issuance of acceptance of UAT from the different working groups of major ports, IPA will issue the necessary final certificate of completion of UAT.
6.	Format PQ Form 3 (Vol I)	<u>Financial Capability Format PQ Form 3 (Vol I)</u> 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		PQ Form 3 to be amended Please refer to corrigendum no 3

		<p>address>>." In view of the tender provisions [clause 2.2 (3)1 that for the purpose of fulfilling the pre-qualification and technical criteria, technical and financial capabilities of the Associates also will be considered,</p>		
7.	PQ Form 6 Vol I	<p><u>Format of Consortium (PQ Form 6 Vol I)</u> In the format of consortium, the existing clause 2 has been modified and new clauses 7 and 8 have been introduced. These provisions bind the consortium members jointly and severally to IPA for the successful performance of the obligations under the tender.</p> <p>Also 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, or any shortfall in the performance of the Transaction or in meeting the performances guaranteed as per the tender and the Agreements, the Consortium Members jointly and severally 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 anyone of the partners and it shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead bidder before proceeding against or dealing with the other Member.</p> <p>The financial liability of the Consortium Members to the IPA, with respect to any of the claims arising out of the</p>	<p>The above provisions are contrary to the provisions contained in the original tender document, where the Lead Bidder will be responsible for the successful performance of the obligations under the tender and for any liabilities and claims arising out of non-performance. The provisions of the original document are correctly drafted as the foreign players are not willing to come forward to form consortiums under such onerous conditions.</p> <p>If the above provisions are not altered, it is likely that the tender may not receive any effective response.</p> <p>The original consortium Agreement format may therefore be restored.</p>	<p>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 limited up to the value of his scope of work.</p> <p>Clause 2 to be read as under: 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</p>

		<p>performance or non-performance of obligations under the tender and the resulting Agreement(s) shall not be limited so as to restrict or limit the liabilities of any of the Members.</p>		<p>member is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the consortium.</p> <p>Clause 7 to be read as under:</p> <p>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 undertakes 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.</p> <p>Clause 8 to be read as under:</p> <p>The financial liability, if any, 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</p>
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				met by the Lead bidder. Please refer to corrigendum no 3
8.	Clause 1.2.1.3 Vol II	<u>Solution Design Considerations (Clause 1.2.1.3 VolIII)</u>	<p>To add point 13 and 14 as under:</p> <p>'13. The existing vendor to handover current source code with technical/functional design documents and knowledge transfer of the same duly endorsed and understood by the successful bidder in presence of IPA.</p> <p>14. The existing vendor will support and provide representative with adequate knowledge to successful bidder till PCS 1.0 is migrated to the cloud.</p> <p>It is essential for the existing vendor to hand hold the new bidder till Go Live is achieved for the success of the Project.</p>	<p>Clause remain unchanged.</p> <p>Current source code will be provided along with all the manuals and documents for the understanding and knowledge transfer. Since, the existing components of PCS will be having licenses, during the migration successful bidder have to replace existing component with latest own components having same functionalities or better functionalities.</p>
9.	21.1 Standards Vol III	<u>Warranty (21.1 Standards Vol III)</u> Warranty and IPR is insisted for all the systems, materials etc.	SP can warrant for his services, but not for the material supplied by the previous vendor or the Cloud Service Provider.	<p>As the components are going to be upgraded/changed, therefore, warranty & IPR shall be provided for these components.</p> <p>Regarding cloud service provider, it is to be mentioned that payment to cloud service provider will be made by successful bidder and therefore the successful bidder will be responsible for the SLA for services of Cloud service provider being met.</p>

10.	Schedule III, Vol III	<u>Transfer of Assets (Schedule III, Vol III)</u> IPA shall be entitled to ask SP to sell all the assets to IPA prior to the end of the contract.	This should not apply to assets in relation to exim related services that will be rendered by SP.	Since, IPA has paid for implementation of solution for PCS 1.x, therefore, IPA will be owner of full solution which includes PCS 1.x and the developments on PCS 1.x. All Exim related services provided by Bidder before award of work will be IPR of Bidder and licensed to IPA at a cost at the choice of IPA.
11.	Clause 20-Vol III	<u>IPR (Clause 20-Vol III)</u>	IPR should not apply to pre-existing work and other Exim related services rendered by SP	Since, IPA has paid for implementation of solution for PCS 1.x, therefore, IPA will be owner of full solution which includes PCS 1.x and the developments on PCS 1.x. All Exim related services provided by Bidder before award of work will be IPR of Bidder and licensed to IPA at a cost at the choice of IPA.
12.	Clause 15 Vol III	Termination/Suspension without cause (Clause 15 Vol III)	Terminal and suspension without cause is against principles of natural justics. These provisions should be removed.	Clause 15.2 (a) to be read as 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 Please refer to corrigendum no 3

13.	clause 10.1 Vol III	<p><u>Details of SLA Penalty Mechanism Annexure H (clause 10.1 Vol III)</u></p> <p>Penalty of Rs 500000 per substitution will be levied if any substitution of resources is done within a period of 15 months.</p>	<p>This clause should be removed as it would be difficult to bind people with an Organization. Instead, provision should be made for substitution of the resource with equal or better credentials without any penalties</p>	<p>Clause 10.1 of vol III shall be read as</p> <p>Penalty of Rs300000 per substitution will be levied if any substitution of resources is done within a period of 8 months.</p> <p>Please refer to corrigendum no 3</p>																								
14.		<p>13. Volume 2 - Clause B Software Components under d.cloud (Primary and DR site)</p> <table border="1" data-bbox="488 659 1070 1382"> <thead> <tr> <th data-bbox="488 659 562 762">Sr. no</th> <th data-bbox="562 659 734 762">Scenario</th> <th data-bbox="734 659 902 762">Proposed action</th> <th data-bbox="902 659 1070 762">RTO / RPO</th> </tr> </thead> <tbody> <tr> <td data-bbox="488 762 562 975">1</td> <td data-bbox="562 762 734 975">Primary site is unavailable</td> <td data-bbox="734 762 902 975">1) Switch over to DR site</td> <td data-bbox="902 762 1070 975">RTO – 2 hours RPO – 15 minutes</td> </tr> <tr> <td data-bbox="488 975 562 1158">2</td> <td data-bbox="562 975 734 1158">Disruption in primary link</td> <td data-bbox="734 975 902 1158">2) Switch over to secondary link</td> <td data-bbox="902 975 1070 1158">RTO – 5 minutes</td> </tr> <tr> <td data-bbox="488 1158 562 1382">3</td> <td data-bbox="562 1158 734 1382">Disruption in primary and secondary network</td> <td data-bbox="734 1158 902 1382">Port users to switch over to GPRS-based</td> <td data-bbox="902 1158 1070 1382">Immediate</td> </tr> </tbody> </table>	Sr. no	Scenario	Proposed action	RTO / RPO	1	Primary site is unavailable	1) Switch over to DR site	RTO – 2 hours RPO – 15 minutes	2	Disruption in primary link	2) Switch over to secondary link	RTO – 5 minutes	3	Disruption in primary and secondary network	Port users to switch over to GPRS-based	Immediate		<p>Please refer to corrigendum no 3</p> <p>Successful bidder will be responsible for the Network uptime of Cloud Service provider connectivity only. The Network uptime for ports as per scope of tender will be responsibility of respective ports.</p> <table border="1" data-bbox="1675 922 2132 1358"> <thead> <tr> <th data-bbox="1675 922 1731 1106">Sr. no</th> <th data-bbox="1731 922 1865 1106">Scenario</th> <th data-bbox="1865 922 2000 1106">Proposed action</th> <th data-bbox="2000 922 2132 1106">RTO / RPO</th> </tr> </thead> <tbody> <tr> <td data-bbox="1675 1106 1731 1358">1</td> <td data-bbox="1731 1106 1865 1358">Primary site is unavailable</td> <td data-bbox="1865 1106 2000 1358">1) Switch over to DR site</td> <td data-bbox="2000 1106 2132 1358">RTO – 2 hours RPO – 15 minutes</td> </tr> </tbody> </table>	Sr. no	Scenario	Proposed action	RTO / RPO	1	Primary site is unavailable	1) Switch over to DR site	RTO – 2 hours RPO – 15 minutes
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15.	Clause 1a	<p>Application Software maintenance (Clause 1a)</p> <p>Application support includes, but not limited to, production monitoring, trouble shooting and addressing the functionality, availability and performance issues, implementing system change requests etc. It also says that the bidder shall keep the application software in good working order, perform changes and upgrades to applications as requested by the IPA</p>		Upgrades which are beyond scope of work, the change control mechanisms will be applied												

		<p>team etc.</p> <p>The provision for the upgrades is ambiguous. The upgrades should be restricted to the scope of the tender so that additional requirements can form part of Change Control.</p>		
16	Clause 1f	<p>Application Software maintenance (Clause 1f)</p> <p>The Bidder, at least on a monthly basis, will inform IPA about any new updates/upgrades available for all software components of the solution and will carry out such upgrades free of cost.</p>	This should be amended to provide that 'the updates and upgrades should be related to scope of the tender.'	The updates and upgrades shall be related to scope of the tender. Upgrades which are beyond scope of work, the change control mechanisms will be applied
17.	Clause 1 g	<p>Application Software maintenance (Clause 1 g)</p> <p>Bidder should upgrade the system if any latest version of software is available either nationally or internationally within 45 days of launch in India or 12 months from launch internationally or as agreed with IPA.</p>	This should not be mandatory as OEMs themselves advise that software patches should not be immediately implemented and diligent testing should be done after 6 months of the launch of the software version.	<p>Clause 1 g to be read as</p> <p>Bidder should upgrade the system if any latest version of software is available either nationally or internationally within 45 days of launch in India or 12 months from launch internationally or as mutually agreed.</p> <p>This should not be mandatory as OEMs themselves advise that software patches should not be immediately implemented and diligent testing should be done after 6 months of the launch of the software version.</p>

				Please refer to corrigendum no 3
18.	Clause 2c	Annual Technology Support (Clause 2c) The Bidder shall provision for additional effort of 500 person days to handle any change requests to be carried out after Go Live.	This should be reworded to provide for any changes as per the scope of tender rather than any change requests	Clause remain unchanged. As bidder has to load the cost for additional effort of 500 person days, therefore any change which is not mentioned in the scope of work also to be considered.
19.	Clause 6	Maintain System Documentation (Clause 6)	Point d relating to any other explanatory notes about the system and point f and m relating to Compilation environment and standard practices are vague and need to be removed from the list.	Clause remain unchanged

20.	Clause 7a	<p>Compliance to Standards and Certifications (Clause 7a)</p> <p>For a large set up as envisaged by IPA, it is imperative that the highest standards applicable are adhered to. In this context, the Bidder will ensure that the entire solution set up is certified and is in compliance with the applicable standards.</p>	<p>This is open statement with no specific standards defined and needs to be removed.</p>	<p>Bidders are advised to propose the standard as part of solution they are going to provide and its methodology towards compliance.</p>
21.	Clause 7c	<p>Compliance to Standards and Certifications (Clause 7c)</p> <p>The solution has to be compliant with industry standards wherever applicable. This will apply to all the aspects of the solution.</p>	<p>This clause is ambiguous and we need to add the words 'as per mutual agreement between IPA and the bidder'.</p>	<p>Some of industry standards have already been given in the RFP. Bidders are advised to propose the standard as part of solution they are going to provide and its methodology towards compliance.</p>
22.	Clause 8	<p>Administration of System, Database, and Network (Clause 8)</p> <p>Bidder will be required to perform tasks including but not limited to setting up servers, configuring and apportioning storage space, setting up of email accounts, management of databases, implementing security, performing periodical back up of data and executing hardware and software updates when necessary in accordance with guidelines as specified by the IPA/port.</p>	<p>These tasks should be limited to scope of tender.</p>	<p>Accepted</p>
23.	Clause 9d	<p>System Administration (Clause 9d)</p> <p>The Bidder may be required to assist the system users in performing periodic health checks of the system, troubleshooting problems, analyzing and</p>	<p>End user systems are not in the scope of tender and limited to Server Systems. This therefore needs to be deleted.</p>	<p>In case of any client software provided by Successful bidder, the above clause is applicable for end user system also and limited to client software.</p>

		implementing rectification measures.		
24.	Clause 10 f	Storage Administration (Clause 10 f) The Bidder shall be responsible for managing user names, roles and passwords of all the relevant sub systems, including, but not limited to servers, other devices etc. The Bidder will be required to set up the Directory Server.	This is not in the scope of the tender as the Bidder can address the Users management only of PCS 1.0 and not other systems of IPA as well as their active directory server. This clause therefore needs to be deleted.	Clause remain unchanged. As per the scope bidder is responsible for relevant sub-system and other system of IPA is not part of them.
25.	Clause 8 l	Security Administration (Clause 8 l) Bidder should be responsible for maintenance of logs of user internet activity, failed login attempts etc.	Bidder can be responsible only for failed log in attempts. He cannot control the internet activity of IPA users.	Clause remain unchanged. The purpose is to maintain logs of internet activity of the users for security purpose, who is accessing the PCS system.
26.	Clause 9 f	<u>System Administration (Clause 9 f)</u> Facilitate application migration in coordination with application owners/purchasers	Bidder can coordinate only with IPA and not owners/purchasers	Here application owner is IPA.
27.	Clause 9 n	<u>System Administration (Clause 9 n)</u> The system administrators should provide directory services such as local LDAP services and DNS Services and user support on all supported servers, data storage systems etc.	This is not in the scope of pcs 1 .x.	This shall be part of L1/L2 level services of help desk facilities.
28.	Clause 16 e and f	Disaster Administration (Clause 16 e and f) Mock drills and plan updates shall be	Business continuity Plan is not bidder responsibility. Point e is Bidder responsibility related to IT systems.	Point e and f is the bidder responsibility. However, it is modified as below:

		carried out once/twice in a year and report submitted to the port. Bidder shall test, review, and monitor the business continuity plan bi-annually for effectiveness and provide test results to the port	Point f is IPA responsibility.	e. Mock drills and plan updates shall be carried out once/twice in a year and report submitted to the IPA. 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. Please refer to corrigendum no 3
29.	Clause 16 h	Disaster Administration (Clause 16 h) Bidder has to ensure restoring all databases, servers etc. as per disaster and recovery policy of the port.	All data bases —not in scope and should only be restricted to scope of tender.	Databases, servers, etc related to PCS application
30	Clause 20 a	IT maintenance services (Clause 20 a) Bidder shall be responsible for providing 24* 7 IT maintenance services (I TMS) for addressing any issues related to basic IT infrastructure like Desktops, networking and Telephony services.	Telephony services are not in the scope of the bidder and this should be deleted.	Bidder has to liaison/co-ordinate as per of help desk services with telephone provider for any fault and it ratification and also report to IPA.
31	Clause 21	IT facility management services across all port locations (Clause 21) The scope of work of the bidder under IT facility management services to port include overall management and maintenance of desktops, thin clients, peripherals, printers and scanners.	Extending the IT facility management services across all port locations is beyond the scope pcs l .x	Clause Deleted Please refer to corrigendum no 3

32	Clause 23	General Conditions (Clause 23) 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.	IPA to take over the operations before the two year contract period and is in violation of contractual provisions.	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. Please refer to corrigendum no 3
33	Vol I	EMD	EMD (BG) Validity: There is no validity mentioned in the BG format. So there is a confusion, Kindly help confirm the validity of EMD on immediate basis.	EMD (BG) Validity : 180 Days Please refer to corrigendum no 3
34	Vol I	EMD	Amendment in BG format: Include "This Instrument is subject to the Uniform Rules for Demand Guarantees 2010 Revision, ICC Publication No. 758"	No change. Tender condition shall prevail
35	Vol I	Power of Attorney	To issue "Power of Attorney" in two names authorizing is permitted.	Refer RFP and comply the conditions
36.	Clause 8 - General Obligation of the Service Provider -			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

	Vol 3			<p>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.</p> <p>Please refer to corrigendum no 3</p>
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