

***Global Expression of Interest for onboarding
Logistics Service Providers with NLP Marine
as Latch-Ons***

***No: IPA/ICTV/NLP-M/EOI-LatchOn/2022 dated 12th
May 2022***



Indian Ports Association
1st floor, South Tower, NBCC Place
Bhisham Pitamah Marg, Lodhi Road,
New Delhi – 110003

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Notice of Invite

- a) Indian Ports Association Invites Expression of Interest from interested Service Providers (hereafter also referred to as Applicant) for integrating with National Logistics Portal - Marine (NLP-M) as a latch-on service provider (services that can work independently as well as an integral part of the NLP Marine).
- b) The Applicant shall be a legal entity as per laws of the country they are incorporated in.
- c) Details pertaining to the information and preparation of the EOI may be found in the subsequent annexures.
- d) This EOI document is neither an offer letter nor a legal contract, but an invitation to become part of a unique logistics ecosystem. This EOI also does not make any guarantee on the volume (quality, quantity, and commercial value) of business that will be brought about by association of the LSP with NLP-M platform.
- e) No contractual obligation on behalf of IPA whatsoever shall arise from this EOI process unless and until a formal contract is signed and executed by duly authorized officers of IPA and the Applicant.
- f) IPA reserves the right to modify any/ all of the terms of this EOI, at any time, giving due notification through official channels of communication.
- g) Service providers (including technology solutions providers) who are engaged in relevant services as defined in **Annexure 1** of the document are eligible to apply.
- h) **Applicants who have already applied to EOI for on-boarding latch on services (Reference No. - IPA/ICTV/NLP-M/EOI-LatchOn/2022 dated 07th March 2022) need not apply again.**
- i) The LSP is expected to bear any costs incurred in the preparation of the response to this EOI. The application shall be evaluated by IPA, without obligation and within the ambit of the requirements of NLP-M.
- j) All decisions regarding acceptance/rejection of applications will be made by IPA which will be final and binding on all applicants.

1. EOI Timelines

Title of the EOI	Global Expression of Interest for onboarding Logistics Service Providers with National Logistics Portal – Marine as Latch-Ons.
Reference Number	IPA/ICTV/NLP-M/EOI-LatchOn/2022 dated 12 th May 2022
Date of issue of EOI	12 th May 2022
Last date of receipt of response	30 th May 2022 by 3:30 PM IST
Issuing Organization	Indian Ports Association
Parent Ministry	Ministry of Ports, Shipping and Waterways
Address	1st floor, South Tower, NBCC Place Bhisham Pitamah Marg, Lodhi Road, New Delhi – 110003
Website	http://www.ipa.nic.in/
Contact Details	011 - 24369061, 24369063 & 24368334
Email Address for correspondence	ipa@nic.in
Name of authorized personnel	Shri Rajeev Puri
EOI / tender fee value	Not applicable
EMD Value	Not applicable
Mode of submission	CPP Portal (https://eprocure.gov.in/eprocure/app)

2. Conditions of Integration

- **Integration:**
 - Integration with Latch-ons will be via API Gateway as per the Latch On Services agreement between IPA and Latch On Service Provider provided in Annexure 3 of this document. The IPA reserves the right to charge the prospective applicant any charges towards integration with the NLP-M.

- **Revenue sharing from business:**
 - When NLP-M is integrated with latch-on application, no charges shall be collected from the latch-on partner initially for 2 years. IPA would get into an agreement with the Latch-on partner as per the Annexure 3 of this document.
 - The duration of 2 years will be counted from the date of integration of the first ever integration with the NLP-M. The LSP can avail this exemption only once.

3. Guidelines for Submission of Response to this EOI

1. Interested Service Providers (applicants would be required to approach IPA with their response to the EOI, supported by required documentary proofs.
2. The template for EOI submission is provided in **Annexure 2 – Templates for response** of this document and the applicant should fill in all the required details.
3. The response proposal and documentary proofs should be signed along with the seal/stamp by the Authorized Signatory of the applicant entity.
4. The complete EOI response along with the necessary proofs to be uploaded on CPP Portal (<https://eprocure.gov.in/eprocure/app>).
5. Any communication related to the response will be done with the SPOC details as provided by the applicant in **Form I** (as per Annexure 2) of the response proposal.

About NLP-M

The details provided about the NLP-M platform herein are indicative as the system is evolving. The applicants are requested to evaluate the applicability of their service offerings in the proposed ecosystem of the NLP-M platform.

The National Logistic Portal-Marine (NLP-M) is a project of national importance aimed at bringing all stakeholders of the logistics community onto a common platform, to improve efficiency and transparency by reducing costs and time delays. This project will have a significant impact on the 'Ease of Doing Business' Index of the country. The activities of NLP-M are categorized into four distinct verticals viz.

- i. Carrier
- ii. Cargo
- iii. Banking and Finance
- iv. Regulatory and Participating Government Agencies.

The NLP-M allows for inclusion of stakeholders such as the importers, exporters and other service providers within the community to be able to seamlessly transact, book slots, exchange information and documents, apply for regulatory approvals, and avail of a host of financial services such as finance, letter of credit etc).

To act as an ecosystem connecting all the stakeholders, the NLP-M is designed to facilitate seamless API integration with all the stakeholders and services providers.

The NLP-M is an "open platform" that allows coexistence of multiple service providers to provide EXIM related services independently or by combining different services and connectivity options. It has the capability to integrate with various Port Operating Systems/ Terminal Operating Systems, ICEGATE, other regulatory agencies and stakeholder(s) systems in the ecosystem. It aims to reduce regulatory complexities and enhance the ease of doing business by moving towards user friendly paperless trade. This will be accomplished by utilising the prowess of IT infrastructure to develop a single window, centralising all necessary documentation, compliance certifications and formal procedures necessary for EXIM trade.

It is pertinent to note that the architecture of the NLP-M allows existing business relationships to be migrated on to the portal, for transactions via the portal.

The core objectives of NLP-M are:

- Move towards a paperless regime i.e to optimise, manage, and automate port and logistics processes by connecting transport and logistics chains i.e. electronic handling of key processes regarding import and export of containerised, general, and bulk cargo
- Facilitate the stakeholders to improve their efficiency through exchange of business-related information with their trading partners accurately and quickly through their normal mode of business communication and multi-channel service delivery through mobile devices, portal etc
- Enable the usage of the vast amount of business-related knowledge of the platform through appropriate tools for processing of maritime and related statistics.
- Improve the quality of service and ease of doing business.
- Provide status information, control, track, and trace features to all the envisaged stakeholders

Latch-on service providers are third party agencies that will provide specific functionalities by exposing their data and functionalities through an Application Programming Interface (API) to the core NLP-M application. This document lists down the general guidelines, and standard processes for selecting and onboarding interested service providers on NLP-M as a Latch-on service provider. The scope of document is limited to selection of latch-

Global EOI for onboarding of Logistics Service Providers with NLP-Marine as Latch-Ons

on service providers only and it does not cover the selection of other government agencies and councils on NLP-M.

The IPA is open to adding more Latch-on Service Providers based on business case, requirements, and innovation in the market. IPA is also not restricting duplicate services/ services providers, so that stakeholders can pick and choose service providers during the course of the transaction. The proposed Latch on services and functionality includes, but not limited to:

- | | |
|---|--|
| 1. Transportation (Road, Rail, Coastal etc; excluding air); | 9. Clearance/ Customs Handling Agencies |
| 2. Empty Yards | 10. Route planning, Schedules & management (Transportation) |
| 3. E-VGM Providers | 11. Document management system |
| 4. E-Seal Providers | 12. Payments, Banking, and trade allied services such as LC, finance, etc. |
| 5. Terminal Management | 13. Trade Insurance; including aggregators |
| 6. CFS Providers | 14. eBerthing Solution |
| 7. ICD, Warehouse Providers | 15. Any other functionality pertaining to EXIM trade as approved by IPA |
| 8. Container/ Bulk Bookings; (Lines, NVOCC, Freight Forwarders) | |

Aggregators of the aforementioned services, that can add value to NLP-M platform are also eligible for application

Types of Access by LSPs and third-party Apps

The NLP-M API Services would be open for service providers, agents, and other stakeholders (referred to as LSP) who are part of the marine ecosystem and provide related services or information to their users/public. Using API integration, the approved LSPs can avail two-way real time exchange of data to extend seamless service connectivity and integration for their users.

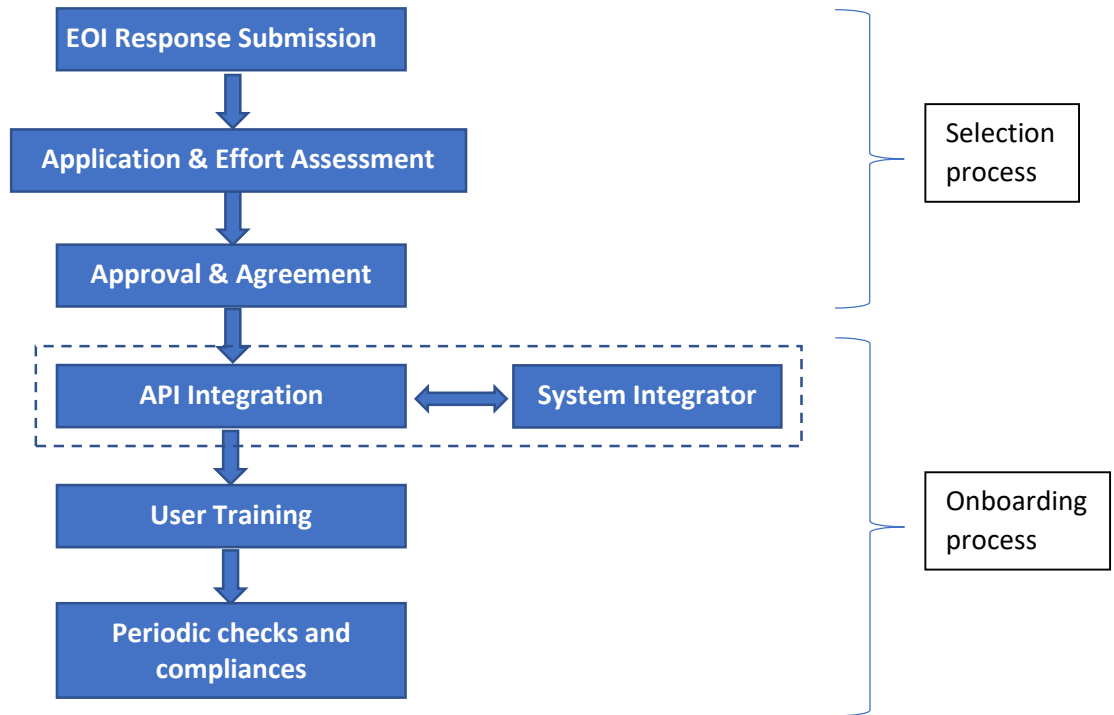
The approved LSPs will have to ensure adherence with the cyber security practices notified by Government of India for secure API communications for managing keys and related ICT Infrastructure and services at their end. The LSPs shall ensure that the APIs are not abused, misused and that they duly abide by the prevalent MeitY guidelines, National Cyber Security Policy, National Data Sharing & Accessibility Policy-2012 (NDSAP) and other provisions of the Information Technology Act, 2000 as notified by the Govt. of India from time to time.

There would be two types of access:

1. **Open Access through Public API:** This will allow any third-party application to access certain un-restricted information, that can be shared with its users, public and stakeholders (with or without value addition). This is limited only to read access in NLP. The extent of access will be limited and in case of any misuse or data breach impacting the performance of NLP-M solution will result in blocking and blacklisting of any such application and entities.
2. **Restricted Access through Protected API:** This allows approved third-party applications to access as well as update specified information in the NLP-M database, subject to such conditions and validations as may be prescribed or required. This would enable third party applications to raise requests for various services on behalf of themselves, their users, and custom

Steps for On-Boarding Latch-on Service Providers

The lifecycle of a Latch-on service provider on NLP-M would consist of the following stages:



Templates for Response

Form I. Proposal submission cover letter

<On Applicant’s letterhead>

[Date]

To

The Managing Director, Indian Ports Association
 1st floor, South Tower, NBCC Place
 Bhisham Pitamah Marg, Lodhi Road
 New Delhi – 110003

Date:

Subject: Onboarding National Logistics Portal - Marine as a Latch-on Service Provider

Dear Sir,

1. This is to notify you that our company intends to submit a proposal in response to the above cited EOI reference.
2. Primary and secondary contacts for our company are:

	Authorized Signatory / Primary Contact	Secondary Contact
Name:		
Designation:		
Company Name:		
Address:		
Phone/ Mobile:		
E-Mail:		

3. We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered are true, accurate, verifiable and complete. The response includes all information necessary to ensure that the statements therein do not in whole or in part mislead Purchaser in its short-listing process.
4. We fully understand and agree to comply that verification, if any of the information provided here is found to be misleading the short-listing process or unduly favours our company in the shortlisting process, we are liable to be dismissed from the selection process.
5. It is hereby confirmed that I/We are entitled and authorized to act on behalf of our corporation/ company/ firm/ organization and empowered to sign this document as well as other documents, which may be required in this connection. The document related to the proof of authorization has been attached with this letter.
6. The proposal contains ____ number of pages duly numbered and signed by the authorized signatory.

I also certify that I am the duly authorized to sign the EOI response for and on behalf of _____

Yours sincerely,

(Signature)

Name:
 Designation:
 Name of the Company:
 Address:
 (Seal/Stamp of Applicant)

Form II. Applicant information sheet

Sr	Field	Response (supported by documentary proof)
1	Name of the applicant entity	
2	Date of Incorporation	(Attach certificate of incorporation or registration)
3	Legal Status of the entity	(Company/ Partnership/ LLP/ etc)
4	GSTN / Tax registration number	(Copy of relevant certificate)
5	Complete Registered Address	
6	Website address	
7	Email and Contact Details	
8	Location of the server and data centre of Service Provider	(Relevant Proof)
9	Data centre ownership – owned/ shared/ leased	(Relevant Proof)
10	Is the data centre Tier III type	(Relevant Proof)
11	Alliances/partnerships with similar platforms (If yes, name of such partnerships)	
12	Data security and audits process followed	
13	Allow data sharing with the NLP-M application and allow storage of pertinent data (as mutually agreed) on the IPA data centres within India.	Yes/ No; the same shall become part of the agreement, once the applicant is selected.

Form III. Technical Details of Applicant

Kindly provide your response/justification against the mentioned criteria. The response should be supported with documentary proof/evidence wherever applicable.

Sr.	Technical Criteria/ Particulars	Applicant Response	Supporting Document
1	Relevant experience in providing services involving integration/ API integrations with other services/platforms of national scale within India for the last 1 year. Please mention the names of such services/platforms/apps		
3	Compliance with Data security requirements as per the IT Act 2000 (Y/N)		
4	Please mention the date of last third-party IT security audit and report, if available		
5	Uptime of network/ server infrastructure		
6	Technology Partners involved in the build-up of the system and delivery of services		

Form IV Brief description of solution(s) provided by the service provider

The applicant is required to submit a brief description of solutions provided addressing the following details:

- Description of the solution to be integrated
- Functionalities of the solution to be integrated
- Expectations from IPA in terms of solution requirements and commercial assumptions

Additionally, the following table may also be populated with relevant details:

1	Target Market of the solution	
2	Benefits to the users/stakeholders	
3	Fees and Charges for the service, if any	
4	Future roadmap with regards to the service offerings	
5	Expectation from NLP with regards to the integration of services	

Form V. Business Model of the solution

The applicant is required to submit the detailed commercial business model of the existing solution, which is proposed to be integrated with NLP-M. The commercial model should be explained considering the following objectives of IPA from the project:

- Current business model of the specific solution
- Target market
- Market size of the solution
- Total number of customers using the solution
- Proposed revenue sharing model. Refer Section 3 'Conditions of Integration'.

Form VI. Undertaking on Blacklisting

(On organization's letterhead)

[Date]

To,

The Managing Director, Indian Ports Association
1st floor, South Tower, NBCC Place
Bhisham Pitamah Marg, Lodhi Road
New Delhi - 110003

Sub: Undertaking on Blacklisting

Sir,

We confirm that our company _____ as on date of submission of this proposal is not blacklisted by any Central/State Government/PSU entity in India for any unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.

We also confirm that the company is not banned or convicted by any court of law or declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period by any Government/ PSU/ Autonomous Body (Under Any government law) in India.

Yours faithfully,

(Signature)

Name of the authorized signatory:

Designation:

Name of the Company:

Address:

(Seal/Stamp of Applicant)

Latch On Agreement

This Latch on Agreement (“hereinafter referred as “Agreement”) is made and entered into on this _____ day of _____, 20___ (“Effective Date”) by and between,

INDIAN PORTS ASSOCIATION, a society registered under The Societies Registration Act, 1860 having its office at 1st Floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodhi Road, New Delhi, Delhi 110003 (hereinafter referred to as “IPA” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, and permitted assigns) of the FIRST PART;

AND

_____, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at _____, as a Latch on service provider (hereinafter referred to as “LSP” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, and permitted assigns) of the SECOND PART;

(IPA and LSP are individually referred to herein as a “Party” and collectively as “Parties”.)

WHEREAS

IPA, under the guidance of Ministry of Shipping has embarked on rolling out the PCS 1x platform connecting Maritime stakeholders in the country. It has been designed as an “Open Platform” which allows coexistence of multiple service providers to provide EXIM related services independently or by using connectivity options and data as authorized by IPA. In order to expand the adoption of the platform, IPA has devised a Latch On program for other platforms/solutions, available in the country for Maritime trade to seamlessly connect with PCS 1.x. IPA is in the process of coming out with a National Logistics Portal (NLP) and the governance for the same will be assigned to a SPV/Joint Stock Co in due course. This agreement will be novated/assigned to the aforementioned agency

LSP is in the business of providing IT Solutions and services to the Logistics Industry and desirous to provide those solutions and services to the Maritime stakeholders through the Platform and IPA has agreed to avail the Latch on services from the LSP on the terms and conditions as described and agreed to between both the parties in this Agreement.

NOW THEREFORE, in consideration of the representations, promises and mutual covenants and agreements set forth herein, and for good and other valuable consideration, the Parties hereby agree as follows:

DEFINITIONS.

When used in this Agreement the following words and expression shall have meanings assigned hereto:

“Account” means the Account of the LSP’s Latch on Modules end users which enables access to and use of the Latch on Modules;

“Affiliates” means any entity controlling or controlled by or under common control with a Party, where “control” is defined as the ownership of more than 50% of the equity or other voting interests of such entity or the power to direct or cause the direction of the management or policies of such entity, whether through ownership, voting securities, contract or otherwise.

“As-Is” means the existing and the demonstratable functions and features of the Latch on Module.

“Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business or prospective business of the Disclosing Party or its subsidiaries or affiliates. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of the Disclosing Party or its subsidiaries or affiliates whether or not such information is identified as Confidential Information. By example and without limitation, Confidential Information includes, but is not limited to, any and all information of the following or similar nature, whether or not reduced to writing: Customer lists, customer and supplier identities and characteristics, Agreements, marketing knowledge and information, sales figures, pricing information, marketing plans and business plans, strategies, forecasts, financial information, budgets, software, research papers, projections, procedures, routines, quality control and manufacturing procedures, patents, patent applications, processes, formulas, trade secrets, innovations, inventions, discoveries, improvements, research or development and test results, data, know-how, formats, plans, sketches, specifications, drawings, models, and any other information or procedures that are treated as or designated secret or confidential by the Disclosing Party or its customers or potential customers.

For purposes of this Agreement, the term “the Disclosing Party” shall be the party that discloses Confidential Information to the Receiving Party.

For purposes of this Agreement, the term “the Receiving Party/Recipient” shall be the party that receives Confidential Information from the Disclosing Party and shall include the Receiving Party, the company he or she represents, and all affiliates, subsidiaries, and related companies of the Receiving Party.

For purposes of this Agreement, the term “Representative” shall include each party’s directors, officers, employees, agents, and financial, legal, and other advisors.

“Data” means any content uploaded and shared on the PCS 1x, regardless of the method of upload or sharing, or whether the Data was the result of an upload, the combination with other Data or enrichment of the Data by IPA or LSP;

“Data Sharing Rules” means the unambiguous and clear sharing rules applicable to the Data.

“Deliverables” shall mean all or part of the software or services to be delivered and/or milestones to be achieved by LSP.

“Force Majeure” means any event or circumstance or combination thereof, which satisfies all of the following (i) materially and adversely affects the performance of an obligation by a party; (ii) are beyond the reasonable control of the affected Party; (iii) are such that the affected party could not have prevented or reasonably overcome with the exercise of reasonable skill, care and diligence; and (iv) do not result from the negligence, misconduct, breach or default on part of the affected

Party. Force Majeure includes the following conditions provided they satisfy the foregoing conditions: war (whether declared or undeclared), act of sabotage, revolution, act of terrorism, explosions, radioactive or chemical contamination, strikes or lockouts, fire, floods, earthquake, tidal wave, cyclones, tornado, epidemic, pandemic etc.

“Integration” shall mean the process of coupling the Latch on Module with PCS 1x

“Intellectual Property Rights” means all rights, title or interest conferred under statute, applicable law or equity in relation to, inventions (including patents), copyright (including in relation to software), service marks, trademarks, trade or business names, design rights (whether the above rights are registered, unregistered or are the subject of pending applications), circuit layouts, database rights, know-how (including trade secrets and confidential information), proprietary information, all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields and any rights, title or interest similar or analogous to any of the above.

“Latch on Modules” shall mean the software solution (or parts thereof) and services provided by the LSP and made available on PCS 1x in accordance with this Agreement.

“Latch on Service Provider (LSP)” shall mean the government entities or any other Indian or International service provider which includes, but not limited to, Commercial Software service providers ,Logistics entities with in house developed systems, academic/social/not for profit organizations having a software solution or any other provider of software solutions in the field of Maritime Logistics who will provide Latch on Modules in order to avail benefits which may include monetary/non-monetary benefits for the LSP or its users from the Platform..

“PCS Operator” shall mean a service provider who is responsible for the development, integration, implementation, operation and maintenance of PCS 1x for the stakeholder communities of Indian Sea Ports except for the Latch on Modules.

“PCS 1x” shall mean Port Community System of Indian Ports Association.

“Platform” shall mean Port Community System i.e. PCS 1x or any other trade facilitation platform developed by IPA or its assigns or Government of India.

“Service Level Agreements” means the Service Level Agreements provided and amended from time to time by LSP and accepted by the IPA in accordance with this Agreement

“User” means a stakeholder or registered user of the Latch on Modules or Platform.

SCOPE

To serve the different stakeholders of the Platform by providing Latch on Modules and associated services in the EXIM/Shipping Industry/Port community, as detailed in Annexure 1 (“Statement of Work”) of this Agreement.

TERM OF AGREEMENT

This Agreement shall have term of Three (3) years (“Initial Term”) from the Effective Date unless terminated by either party with Sixty (60) days’ notice period. Further, this Agreement may be extended for such period as may be mutually agreed by the parties in writing.

LICENSE BY LSP

Data Provision: - By uploading, routing, creating or otherwise providing information or Latch on Module or *Data* on PCS1x, LSP grants to IPA a non-exclusive, non-transferable and non-sublicensable license which is limited to:

make the *Data/information* or Latch on Module available to IPA and the users of PCS 1x, in strict compliance with the instructions made available by the LSP, who will, subject to payment of a *Fee*, if any, be granted the right to share within their organization, create derivatives from, make non-commercial use of and display specified *Data*, all in strict accordance with the Data Sharing Rules as per the provisions of this agreement

use, save, store and process any raw *Data* through the Platform to the extent necessary to provide, maintain use the *data/information* solely in an aggregated and unidentifiable manner and only for the purpose of creating industry level statistics.

LICENSE BY IPA

Data Provision: - By uploading, routing, creating or otherwise providing information to LSP, IPA grants to LSP a non-exclusive, non-transferable and non-sub licensable license which is limited to:

make the *Data/information* available to LSP and the users of LSP software solution, in strict compliance with the instructions made available by the IPA, who will, subject to payment of a *Fee*, if any, be granted the right to share within their organization, create derivatives from, make commercial use of and display specified *Data*, all in strict accordance with the Data Sharing Rules as per the provisions of this agreement

use, save, store and process any raw *Data* through the Platform to the extent necessary to provide, maintain use the *data/information* solely in an aggregated and unidentifiable manner.

The license provided by the either party does not allow any of the party from providing such *Data* to any other third party

No Party is not allowed to use the *Data* in a manner not authorized by the providing party. Each party shall use the *Data* solely in full compliance with (i) the Data Sharing Rules and (iii) any applicable legislation, rules or regulations

ROLES AND RESPONSIBILITIES OF IPA

IPA undertakes and agrees that the Services of the LSP are being taken by IPA on "As is basis"IPA shall ensure that it will adhere to the data protection policies as per Government guidelines /rules

requirements as amended from time to time as well as those in line with global best practices.IPA shall provide full support to LSP to enable it to provide the services to the extent possible.IPA shall, directly or through its appointed PCS operator, ensure support for integration of the services with the PCS platform. IPA shall not unnecessarily interfere or disturb the LSP for the services being offered, without any reasonable reason.IPA represents warrants and agrees that it will not use, nor authorize, assist or permit any User or third party to use, the Services:in violation of

any applicable laws or in violation with all policies and instructions communicated by LSP.

for any unlawful, fraudulent or immoral purpose, including, without limitation, the transmission of any Content in violation of applicable laws

to tamper with, alter or change the Service or the Facilities, or otherwise abuse the Service in any manner that interferes with LSP's Facilities or the use of Service by any other person.

IPA shall adhere to the following Service levels of complaint resolutions and response:

Category	Definition
Category 1	These are showstoppers that prevent any use of the Platform.
Category 2	These are major defects that cause normal operation in a module to be completely restricted with no work-around or result in significantly wrong data output.
Category 3	These are minor defects that cause normal operation to be partly restricted. A reasonable temporary work-around can however be devised.
Category 4	Trivial defects are those where one or more functions in the Platform are not working as they do, but a workaround is possible

SLA's for Defect Resolution

The SLA's for resolution of the above are as follows. IPA will provide a monthly statement on the status of reported faults.

Category	Service Level
Category 1	IPA will respond to LSP's Account Manager with a plan to resolve the problem within 2 business hours of notification. IPA will make its best efforts to resolve the problem or Provides a workaround as soon as possible. 90% of Category 1 defects would be resolved within 4 business hours
Category 2	IPA will respond to LSP's Project Manager within 6 Business hours of notification to the IPA help desk with a plan to resolve the problem or provide a workaround. 90% of Category 2 defects would be resolved within One (1) business day.
Category 3	IPA will respond to LSP's Project Manager within One (1) Business day of notification to the IPA help desk with a plan to resolve the problem. 90% of Category 3 defects would be resolved within Three (3) business days.
Category 4	IPA will respond to LSP's Project Manager within Four (4) working weeks of notification to the IPA help desk with a plan to resolve the problem.90% of Category 4 defects would be resolved in Ten (10) business days.

ROLES AND RESPONSIBILITIES OF LSP

LSP shall keep a close track of development of the services/solution and be a source of advice and suggestions in the product visualisation and testing.

LSP shall advise IPA in documentation and process.

LSP shall be required to answer questions/queries of stakeholders/users/IPA and provide quick inputs to handle the same.

PROHIBITION OF BRIBERY, CORRUPTION AND ANTI-COMPETITIVE BEHAVIOUR

Both Parties agrees to fully comply at all times with all applicable laws and regulations, including but not limited to prohibition of anticompetitive behaviour as well as any anti-corruption laws, and that they have not, and covenants that they will not, in connection with the performance of the Agreement, directly or indirectly, make, promise, authorise, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting other Party in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that they taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to their control or determining influence, from doing so. For the avoidance of doubt this

includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to government officials to secure or expedite a routine or necessary action to which we are legally entitled.

INTEGRATION SERVICES

The LSP, for providing the Latch on Modules, will opt for one of the following modes of coupling with PCS 1x

Type 1: This will be enabled as a uni-directional flow of data/information from LSP to PCS 1x or vice versa.

Type 2: This will be enabled as two- directional flow of data/information from LSP to PCS 1x and vice versa

Type 3: This will enable the LSP to provide its Latch on Module through the PCS1x framework by way of a pseudo module of the PCS 1x platform

The LSP can change from with one type of coupling to another in agreement and with mutual consent of IPA. Bothe the LSP and IPA will ensure that any changes done at their respective end is informed at least 30 days in advance in writing to the other party so that the coupling integrity is maintained.

The integration services will be governed by the Latch on Integration Technical framework as provided in Annexure 3 and as amended from time to time.

CONFIDENTIAL INFORMATION

Each Party (the "Receiving Party" for the purposes of this Section) shall (i) use the Confidential Information of the other Party (the "Disclosing Party" for the purposes of this Section) solely for the purposes of the Agreement and for no other purpose (the "Specified Purpose"); and (ii) hold the Confidential Information at all times in the strictest of confidence and utilize no less than the highest degree of care that it uses to maintain the confidentiality of its own confidential information and shall not disclose the Confidential Information to any person, other than to its personnel, who have a need to know in connection with the Specified Purpose and content of disclosed Confidential Information shall be strictly limited on a need to know basis; and to any other party only with the prior written consent of the Disclosing Party provided in each case that (i) prior to disclosure of the Confidential Information to any such party, Disclosing Party shall have appropriate written agreements with such party, sufficient to require that party to treat the Confidential Information in accordance with the terms of this Section; and (ii) it shall be a breach of these Sections in the event any act by any such party results in the Confidential Information not being treated in accordance with this Section.

The obligations under this Section shall not apply to any information that (i) is or becomes publicly available other than by breach by Recipient of this Agreement; (ii) was already in Recipient's rightful possession prior to its receipt from Disclosing Party; or (iii) is rightfully received by Recipient from an independent source without obligation of confidentiality.

Recipient may disclose any Confidential Information to the extent required to do so under the Applicable Law provided that in such event, Recipient shall (i) promptly notify Disclosing Party and extend reasonable co-operation in any action by

Disclosing Party to seek a protective order or take other steps against such requirement; and (ii) use reasonable endeavors to minimize the extent of the information disclosure pursuant to such requirement and obtain confidential treatment for the portion of the information disclosed.

Recipient shall, promptly upon the request by Disclosed Party return or destroy all Confidential Information including without limitation, all originals, copies, reproductions, extracts and summaries and certify to Disclosing Party that it has returned or destroyed such Confidential Information.

Recipient agrees that the use or disclosure of the Confidential Information in breach of this Section will cause irreparable harm or injury to Disclosing Party, which is incapable of recompense by way of damages. Accordingly, Recipient agrees that Disclosing Party is entitled to seek injunctive or other appropriate relief to restrain any breach or threatened breach of this Section. The confidentiality obligations of the Parties hereunder shall survive for three (3) years from the termination and/or expiration of this Agreement.

A separate Non-Disclosure Agreement if signed between the two parties will be considered as part of this Agreement.

INTELLECTUAL PROPERTY RIGHT (IPR)

The IPR of the Parties in this agreement shall remain in their respective names. The use of IPR of LSP and/or IPA during the course or extension of this Agreement shall not constitute transfer or shall not be transferred to the other party. The use of any IPR of either party, by the other, without the prior consent of the other shall therefore be considered as passing off or infringement and the party at default shall be liable for punitive damages, as agreed under arbitration or as decreed by the court of law.

Any employees, directors, agents, consultants, advisors and other third parties who are informed of the IPR and confidential information on a "need to know basis" shall keep the terms of this Agreement in strict confidence.

FORCE MAJEURE

Neither Party shall be liable to the other for any delay or failure in the performance by it of any obligation under this Agreement, to the extent affected or prevented by an event of Force Majeure, provided that the Party that is affected by the Force Majeure shall provide notice thereof to the other Party as soon as practicable, but in any event but not later than seven (7) days after the date on which the affected Party knew or should reasonably have known of the commencement of the event of Force Majeure. The affected Party shall use its reasonable endeavors to mitigate the adverse effects of the Force Majeure event affecting it and shall seek reasonable alternative means for performance of the Work to the extent not affected by the event of Force Majeure. Neither Party shall be entitled to make any claim for fees, costs or expenses incurred as a result of an event of Force Majeure.

TERMINATION:

Either party can terminate the agreement without cause with an advance written notice of at least 90 days

Either party can terminate the agreement subject to the following

The other party to the Agreement is in material breach of the Agreement and does not remedy the breach within 30 days of notice from the other party so to do (if capable of remedy) the other party may terminate the Agreement immediately by notice to the party in breach. The material breach including but not limited to the following.

Either of the Party is found indulging in any illegal activity/any activity(ies) which are not in the national interest security etc

Either of the Party is not adhering to the terms and conditions of this Agreement.

Either of the Party is unable to resolve its liabilities and claims under this Agreement

Either of the Party has disclosed or provided incorrect or false information pertaining to its products, credentials, relationships etc

Either of the Party is no longer interested in pursuing the line of business/area of operations etc

Either of the Party infringes the Intellectual Property Rights ("IPR") of the other Party.

Either of the Party misuses/discloses the Confidential Information of the other Party.

If either party becomes bankrupt, dissolved, wound up, or makes any arrangement with its creditors or has a receiver, administrative receiver, liquidator or provisional liquidator appointed over all or any part of its assets or goes into liquidation (whether voluntary or otherwise) save as part of a bona fide reconstruction not involving insolvency or takes or suffers any similar action as a result of its liability to pay its debts or its insolvency it shall promptly so notify the other party in writing providing particulars of the circumstances whereupon the other party may terminate the Agreement immediately by unilateral notice.

EFFECTS OF TERMINATION

Upon the termination of the Agreement for any reason whatsoever at the moment of effective termination:

The LSP will no longer be authorized to access or use the Platform

Either party will return all the Data associated with Latch On module and will notify the other party;

all rights and obligations of IPA or LSP under this Agreement shall terminate, unless otherwise prescribed in the Agreement.

NOTICES:

Any notices and communication hereunder shall be in writing and may be sent by email, facsimile, courier or by registered mail or served personally; to the representative of the respective party and at the address as specified below. Any notice or communication shall be deemed to be given (i) if delivered in person, at the time of and upon delivery; or (ii) if sent by facsimile or by email upon receiving of delivery receipt or non-receipt of non-delivery message (iii) if sent by fully prepaid

and properly addressed registered mail or courier, at the expiration of two days after the day of dispatch. In proving service of a notice or communication it shall be sufficient to prove that delivery was made or that the facsimile, email, registered mail or courier was properly addressed and sent.

For IPA

Attention:

Address:

Tel No.

Email Id

For LSP

Attention:

Address:

Tel No.

Email Id:

Either Party may change its addresses for notices and representatives by written notice to the other Party. Any change of address not notified to the other Party shall not be enforceable and opposable with respect to present Agreement and any notification made to the former address shall be deemed to be made to the right address.

NON-SOLICITATION

During the term of this Agreement and for a period of Twelve (12) months thereafter, LSP, IPA and PCS operator shall not hire/employ or make efforts to hire/employ the employees of the other parties, either directly or indirectly.

PRIVACY AND DATA PROTECTION

The Parties hereto confirms and ensures that all the Data and information shared by the Parties or its end users including but not limited to the location of the end user's device when using the Platform/Interface and services, and information regarding the devices, computers and the end users' use of the Platform/integration services shall remain confidential and shall not be disclosed to any other third party.

DATA RESIDENCY

Both Parties hereby agrees that the Data in relation to the Latch on Modules hosted on servers shall be physically present in India. Either Party shall not transfer the Data hosted on the servers without the prior consent of the other Party.

LIMITED WARRANTY

Each Party warrants to the other Party that it has the right to enter into this Agreement and fully perform all obligations applicable to it hereunder. Both Parties warrants

that the products, services and other assistance to be provided will be in accordance with this Agreement and will be performed in accordance with its specifications.

Disclaimer: EXCEPT AS SET FORTH ABOVE IN THIS CLAUSE 0, EACH PARTY DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES WITH RESPECT TO ANY DATA, INFORMATION, SERVICES OR OTHER MATERIAL FURNISHED HEREUNDER OR THEREUNDER, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THE SUCCESS OF ANY ACTIVITIES CONTEMPLATED BY THIS AGREEMENT.

INFRINGEMENT AND INDEMNIFICATION

Each Party shall defend indemnify and hold other party and its officers, employees, representatives and agents harmless from and against any and all Liabilities arising or brought against or incurred by the other Party and its officers, employees, representatives and agents for (a) any injury to persons (including physical or mental injury, libel, slander and death) caused by wrongful acts and or omissions(or relating to the strict liability) of the indemnifying Party, or its officers, employees, representatives, personnel or agents (“Indemnifiers”); or (b) loss or damage to property, caused by the Indemnifiers (c) any violation or infringement of Intellectual Property Rights.

LIMITATION OF LIABILITY

In no event shall either Party be liable to each other or any third party for any loss of profits, loss of data, or other incidental, special, exemplary, punitive, or consequential damages arising from any provision of this Agreement even if such Party has been advised in advanced of the possibility of such damages or such damages could have been reasonably foreseen by such Party

ASSIGNMENT SUBCONTRACTING AND NOVATION

This Agreement or any interest herein shall not be transferred or assigned or novated, in whole or in part, by either Party without the prior written consent of the other. LSP can subcontract the performance of Work or LSP’s obligations under this Agreement in whole or in part and shall be solely responsible for the performance and discharge of obligations under this Agreement.

SEVERABILITY

In the event any portion of this Agreement is deemed invalid or unenforceable for any reason by a court of competent jurisdiction or under an applicable law, the remaining portions of this Agreement shall remain in full force and effect.

CHANGES

No modification or amendment to this Agreement shall be binding upon the Parties unless made in writing and signed by duly authorized officials of both Parties.

INDEPENDENT CONTRACTORS

The Parties agree that no relationship of agency, partnership or joint venture is created by this Agreement, express or implied, and that the Parties will each remain independent contractors. No Party will be considered as principal or agent or hold itself as the legal representative of the other Party. No Party shall have the

authority to bind or to make any commitment on behalf of the other Party unless such authority is expressed in writing by the Parties jointly or by a Party individually as the case may be.

WAIVER

No failure or delay on the part of either party in the exercise of any right or privilege hereunder shall operate as a waiver thereof or of the exercise of any right or privilege hereunder, nor shall any single or partial exercise of any such right or privilege other or further exercise thereof of any other right or privilege.

DISPUTE RESOLUTION AND ARBITRATION

Should any kind of dispute arise in relation to this Agreement, then the Parties agree to resolve such issues through amicable discussion and negotiation. In the event that any dispute relating to this Agreement cannot be resolved by amicable discussion and negotiation between the parties, the parties shall attempt to resolve all disputes through informal means.

If the Parties fail to settle any dispute, controversy or claim ("the Dispute"), either Party may serve a formal written notice on the other Party that a Dispute has arisen (the "Notice of Dispute"). The Parties shall use all reasonable efforts for a period of thirty (30) days from the date on which the Notice of Dispute is served by one Party on the other Party (or such longer period as may be agreed in writing between the Parties) to resolve the Dispute on an amicable basis. If the Parties are unable to resolve the Dispute by amicable negotiation within the said time period of thirty (30) days (or such longer period as may be agreed in writing between the Parties), the Dispute shall be resolved by way of arbitration as provided below.

Should the Parties fail to settle the Dispute amicably; they shall submit the same for arbitration. The arbitrator hereunder shall be agreed upon and appointed by the parties or in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators, one to be appointed by each party and if there are two arbitrators, they shall before taking upon themselves the burden of reference appoint an umpire. The arbitration proceedings shall be conducted in accordance with the International Commercial Arbitration Rules, which rules are deemed to be incorporated by reference into this clause. The language for arbitration shall be English and the juridical seat of the arbitration shall be Delhi. The arbitrators' award shall be substantiated in writing and shall be final and binding on the Parties and appealable to the extent permitted under the applicable laws.

GOVERNING LAW AND JURISDICTION

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of India. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach shall be settled in the Courts of Mumbai, India.

ENTIRE AGREEMENT

This Agreement together with its annexures contains the final agreement between the Parties in respect of the subject matter of the Agreement and supersedes and replaces any and all prior Agreements, understandings or arrangements, whether oral or written heretofore made between the Parties and relating to the subject matter hereof and constitutes the entire understanding of the Parties with respect to

the subject matter of the Agreement. This Agreement may not be modified, changed, altered or amended except by an express written Agreement signed by all the Parties hereto.

In Witness Whereof, the parties have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

For Indian Ports Association

For LSP

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Place:

Place: