

Request for Proposal (eRFP)
for
**“Design, development, integration,
implementation, operation and maintenance
of
National Logistics Portal
(Marine) *Ver1.0***

Volume 1- Instructions to Bidders

Date: 28/09/2020

Bid Reference :IPA/PGAV/NLP-Marine/2020



**Indian Ports Association
1st Floor, South Tower, NBCC Place,
B. P Marg, Lodi Road ,
New Delhi - 110 003**

Ph No: 011-24369061/63; Fax No : 011-24365866; email: tender.ipa@nic.in

INR:Rs. 10,000/-

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Disclaimer

1. This Request for Proposal ("tender") is issued by Indian Ports Association (IPA) on behalf of Ministry of Shipping, Government of India
2. The information contained in this Request for Proposal document ("tender") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Indian Port Association(the Owner) or any of its employees or advisors, is provided to Bidders, on the terms and conditions set out in this tender.
3. This tender is not a Contract and is not an offer by the Owner to the prospective Bidders or any other person. The purpose of this tender is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this tender. This tender includes statements, which reflect various assumptions and assessments arrived at by the Owner, in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This tender may not be appropriate for all persons, and it is not possible for the Owner, its employees or advisers to consider the objectives, technical expertise and particular needs of each party, who reads or uses this tender. The assumptions, assessments, statements and information contained in this tender, may not be complete, accurate, adequate or correct. Each Bidder must, therefore, conduct his own investigations and analysis and must check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this tender and obtain independent advice from appropriate sources.
4. Information provided in this tender to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and shall not be regarded as a complete or authoritative statement of law. The Owner accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Owner, its employees and advisers make no representation or warrants and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in this selection process.
5. The Owner also accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance of any applicant upon the statements contained in this tender.
6. The Owner may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender. The issue of this tender does not imply that the Owner is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for this project and the Owner reserves the right to reject all or any of the proposals, without assigning any reason whatsoever.

7. IPA or its authorized officers / representatives / advisors reserve the right, without prior notice, to change the procedure for the selection of the Successful Bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the Project, without assigning reasons thereof.
8. The tender Document does not address concerns relating to diverse investment objectives, financial situation and particular needs of each party. The tender Document is not intended to provide the basis for any investment decision and each Bidder must make its / their own independent assessment in respect of various aspects of the techno-economic feasibilities of the Project. No person has been authorized by IPA to give any information or to make any representation not contained in the tender Document.
9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation and expenses associated with any demonstrations or presentations which may be required by the Owner or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses shall remain with the Bidder and the Owner shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder, in preparation for submission of the Proposal, regardless of the conduct or outcome of the selection process.

Invitation to Proposal

Tender Notice No: IPA/PGAV/NLP-Marine/2020

Date: 28/09/2020

From:

Indian Ports Association,

1st Floor, South Tower, NBCC Place,

Bhishm Pitamah Marg,

Lodhi Road,

New Delhi 110003

To:

All Prospective bidders

1. Indian Ports Association (IPA), an apex body of Major Ports, registered in Delhi under the Societies Regulation Act, 1860, under administrative control of Ministry of Shipping, GoI invites responses ("Proposals"/"Bids") to this Request for Proposal (Tender) from eligible reputed, competent and professional companies who meet the minimum eligibility criteria as specified in this bidding document for the design, develop, integrate, implement, operate and maintain a Port Community System as per the scope and specifications contained in this bidding document.
2. The complete bidding document shall be published on [28/09/2020] for the purpose of downloading.
3. A bidder shall be selected based on the Pre-Qualification, Technical and Commercial evaluation criteria and procedures described in this tender.
4. Bidders are advised to study this tender document carefully before submitting their proposals in response to the tender Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
5. The time, date and venue details related to the pre-bid conference and proposal submission are mentioned in the Key Events and Dates Sheet. Proposals that are received after the deadline will not be considered in this procurement process and shall be summarily rejected.
6. To obtain first-hand information on this project, bidders are encouraged to attend the pre-bid meeting. However, attending the pre-bid meeting is optional.

s/d

Dr A. Janardhana Rao
Managing Director

Request for Proposal Data Sheet

S. No.	Information	Details
1.	Tender Issuing Authority	Indian Ports Association
2.	Purpose of Tender	To invite bidders for development of National Logistics Portall (Marine) as bootstrapping on Port Community System 'PCS 1x'
3.	Tender Issue Date	28/09/2020
4.	Availability of tender documents	The tender is available and downloadable on e-Tendering Website: www.eprocure.gov.in and www.ipa.nic.in All Subsequent changes to the Bidding document shall be published on the above mentioned website.
5.	Non Refundable Tender Cost	Non-refundable INR Ten thousand only (Rs10,000 only) in form of Demand Draft issued by a Indian Nationalized / Scheduled Bank, in favour of Indian Ports Association
6.	Earnest Money Deposit	Rs. 1.19 Crore (Rupees One Crore nineteen thousand only), in the form of Bank Guarantee issued by a Indian Nationalized / Scheduled Bank and drawn in favour of Indian Ports Association, payable at New Delhi valid for 12 months from the date of submission of bid
7.	Virtual Study visits by prospective Bidders	Refer to PCS Portal- URL : https://indianpcs.gov.in/IPA_PCS/
8.	Last date and time for submission of queries for clarifications	All the queries/clarification requests should be received on or before [08/10/2020], through email only with subject line as follows: "Pre-Bid queries -<Bidder's Name>_NLP-Marine_IPA". The queries shall be submitted in an excel file as per the format prescribed in Volume I of the tender The Pre-Bid queries to be sent to the following Email Ids: Email ID 1: [tender.ipa@nic.in] Email ID 2: [ipa@nic.in]
9.	Date, time and venue of pre-bid meeting	[09/10/2020]: [1200 HRS] Indian Ports Association 1 st Floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodh iRoad, New Delhi 110 003
10.	Last date and time (deadline) for	[26/10/2020]: [1500 HRS]

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S. No.	Information	Details
	receipt of proposals in response to tender notice	
11.	Last date and time (deadline) for receipt of Bid fees and EMD in response to tender notice	[26/10/2020]: [1500 HRS]
12.	Date, time and venue of opening of Technical Proposals received in response to the tender notice	[26/10/2020]: [1530 Hrs] Indian Ports Association 1 st Floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodhi Road, New Delhi 110 003
13.	Place, time and date of opening of Financial Proposals received in response to the tender notice	To be intimated later
14.	Language	Proposals should be submitted in English only.
15.	Bid validity	Proposals must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bid.

1 Introduction

1.1 About Indian Ports Association (IPA)

India is one of the rapidly growing economies in the world. The country's marine sector is intricately linked with its economic activity and trade and has been a significant contributor to its competitive position in global trade. Around 95% of the merchandise trade (by volume) is transported through maritime transport. Indian Ports Association (IPA), an apex body of Major Ports in India, was constituted in 1966 under Societies Registration Act, 1860 primarily with the idea of fostering growth and development of all Major Ports which are under the supervisory control of Ministry of Shipping. Over the years, IPA has consolidated its activities and is now considered to be a think tank for the Major Ports with the goal of integrating all the stakeholders of the maritime sector. IPA has its Registered Office at 1st Floor, South Tower, NBCC Place, Bisham Pitamah Marg, Lodi Road New Delhi – 110003 More information about the activities of the IPA can be seen at IPA web site <http://ipa.nic.in>.

During 2006, IPA, at the instance of Ministry of Shipping, on behalf of all the Major Ports in India, established a Centralized Web Based-Port Community System (PCS ver 1.0) intended to integrate the electronic flow of information among the Indian maritime trade community. It functions as the centralized hub for the communities of Indian Ports to exchange business information in the form of Electronic Document Interchange (EDI) messages in a secure manner.

In 2018, to augment the existing PCS 1.0, IPA in Pursuance of the instructions of the Ministry of Shipping framed a new solution PCS 1x with a vision of:

- Cloud migration for PCS 1.0 and Implementation
- Application support for maintenance and implementation
- Event based Notifications and Alerts at triggers points on key transactions.
- New Development of Value Adds to PCS 1.0 modules
- Development of Mobile Application.
- Frame design that eases use of value add system (user experience; user interface).
- Set up a central 24/7 helpdesk with locational support.

A brief overview of the PCS 1x, its components, scope of coverage, list of current stakeholders, its usage etc is available at <https://indianpcs.gov.in>.

1.2 About Ministry of Commerce(MOC) The Ministry of Commerce and Industry administers two departments, the Department of Commerce and the Department for Promotion of Industry & Internal Trade.

Department of Commerce

Organisation Setup and Function

Vision and Mission

The long-term vision of the Department is to make India a major player in the world trade by 2020 and assume a role of leadership in the international trade organizations commensurate with India's growing importance. The medium term vision is to double India's exports of goods and services by 2017-18 over the level of 2008-09 with a long-term objective of doubling India's share in Global trade.

The policy tools being adopted in this context are: the Strategy Paper focusing on the targeted commodity and country wise strategy in the medium term and the Strategic Plan / vision and the Foreign Trade Policy in the long run.

Functions

The Department formulates, implements and monitors the Foreign Trade Policy (FTP) which provides the basic framework of policy and strategy to be followed for promoting exports and trade. The Trade Policy is periodically reviewed to incorporate changes necessary to take care of emerging economic scenarios both in the domestic and international economy. Besides, the Department is also entrusted with responsibilities relating to multilateral and bilateral commercial relations, Special Economic Zones, state trading, export promotion and trade facilitation, and development and regulation of certain export oriented industries and commodities

The Department of Commerce is headed by a Secretary who is assisted by one Officer on Special Duty(OSD), one Special Secretary, one Special Secretary & Financial Advisor, three Additional Secretaries, two Additional Secretary rank officers, thirteen Joint Secretaries and Joint Secretary level Officers and a number of other senior officers.

The Department is functionally organized into the following 10 Divisions including Logistics Division.

Logistics Division

The Logistics division in the Department of Commerce was created consequent to the amendment to the second schedule of the Government of India (Allocation of Business) Rules, 1961, on 7th July 2017, that allocated the task of "Integrated development of Logistics sector" to the Department of Commerce. The division is headed by a Special Secretary to Govt of India and has been given the mandate to develop an Action Plan for the integrated development of the logistics sector in the country, by way of policy changes, improvement in existing procedures, identification of bottlenecks and gaps and introduction of technology in this sector.

Logistics division has also planned to create an IT backbone and develop a National Logistics Information Portal which will be also an online Logistics marketplace that will serve to bring together the various stakeholders viz logistics service providers, buyers as well as Central & State Government agencies such as Customs, DGFT, Railways, Ports, airports, inland waterways, coastal shipping etc., on a single platform.

The planned activities of the Logistics division shall have an impact not only on the domestic movement of goods by bringing down the overall cost and increasing the speed and ease of goods movement, but shall also contribute towards making Indian goods more competitive in the global market. With the improvement in India's ranking in the Logistics Performance Index (LPI), Indian exports shall automatically see an enhanced growth.

There is a plan to develop standards and benchmarking in various facets of the sector.

1.3 About Ministry of Shipping (MOS)

The Ministry of Shipping, a branch of the Government of India, is the apex body for formulation and administration of the rules and regulations and laws relating to ports and shipping.

Maritime transport is a critical infrastructure for the social and economic development of a country. It represents the pace, structure and pattern of development of water transport in the country. The Ministry of Shipping encompasses the shipping and port sectors which include shipbuilding and repair, major ports, national waterways and inland water transport. The ministry has been entrusted with the responsibility to formulate policies and programmes on these subjects and their implementation

Organisational Setup

Secretary (Shipping) is assisted by one Additional Secretary, Joint Secretary (Shipping), Joint Secretary (Ports), Joint Secretary (PPP), Joint Secretary (Sagarmala), Adviser(Economics), Adviser (Statistics), Development Adviser (Ports), Chief Controller of Chartering and other officers at the level of Directors, Deputy Secretaries, Under Secretaries and other Secretariat/Technical Officers.

The Finance Wing is headed by Additional Secretary/Joint Secretary & Financial Adviser who assists in formulating and processing all policies and other proposals having financial implications. The Additional Secretary/Joint Secretary & Financial Adviser is assisted by one Director/Deputy Secretary (Fin.), one Assistant Financial Adviser/Under Secretary (Fin.), one Under Secretary (Budget) and other Secretariat officers and Staff.

The Accounts side of the Ministry is headed by a Chief Controller of Accounts who is inter alia responsible for accounting, payment, budget, internal audit and cash management.

Adviser (Transport Research) renders necessary data support to various Wings of the Ministry for policy planning, transport coordination, economic & statistical analysis on various modes of transport with which the Ministry of Shipping is concerned.

The following autonomous organization, societies/associations and public sector undertakings are functioning under the administrative control of the Ministry of Shipping.

Subordinate/Attached Offices

- *Directorate General of Shipping, Mumbai*
- *Andaman & Lakshadweep Harbour Works, Port Blair*
- *Directorate General of Lighthouses & Lightships, New Delhi.*

Autonomous Bodies

- *Kolkata Port Trust*
- *Paradip Port Trust*
- *Visakhapatnam Port Trust*
- *Chennai Port Trust*
- *V.O.Chidambarnar Port trust*
- *Cochin Port Trust*
- *New Mangalore Port Trust*
- *Mormugao Port Trust*
- *Mumbai Port Trust*
- *Jawaharlal Nehru Port Trust*
- *Deendayal Port Trust*
- *Inland Waterways Authority of India, Noida.*
- *Tariff Authority for Major Ports,Mumbai*
- *Indian Maritime University*

Societies/Association

- *Indian Ports Association.*

Public Sector Undertakings

- *Shipping Corporation of India, Mumbai*
- *Cochin Shipyard Limited, Cochin.*
- *Central Inland Water Transport Corporation Limited.*
- *Dredging Corporation of India Limited, Visakhapatnam.*
- *Hooghly Dock & Ports Engineers Limited.*
- *Kamarajar Port Limited.*
- *Sethusamudram Corporation Limited*

1.4 Brief on Project Guidelines between MoC, MoS and IPA

Ministry of Commerce (MOC) has envisioned establishment of the India Logistics Platform (I-Log) comprising of Marine, Land, Air and E-Commerce Platform for the EXIM Trade as well as Domestic Trade from and to India with a view to increase the Ease of Doing Business quotient in India and increase the Logistics Performance Index (LPI). I-Log will be the first of its kind to provide B2B (Business to Business) and B2G (Business to Government) services.

Whereas MOS has entrusted IPA to develop the NLP-Marine and implement looking at the success of Port Community System 'PCS 1x' which was implemented in a record time. It was recommended that PCS 1x platform be taken as base to create NLP-Marine. PCS 1x has the potential to be developed into the NLP through upgradation and strengthening of the system facilitating other stakeholders of marine trade.

1.5 The Project

In 2018, to augment the existing PCS 1.0, IPA in pursuance of the instructions of accordance to the Ministry of Shipping framed a new solution PCS 1x with a vision of:

- Cloud migration for PCS 1.0 and Implementation
- Application support for maintenance and implementation
- Event based Notifications and Alerts at triggers points on key transactions.
- New Development of Value Adds to PCS 1.0 modules
- Development of Mobile Application.
- Frame design that eases use of value add system (user experience; user interface).
- Set up a central 24/7 helpdesk with locational support

PCS 1x, being an open platform, may be moulded and adapted to the industry needs to cater to National Single Window for all the stakeholders as envisaged.

The current provisioning of 27 stakeholders can also be expanded to any other due to its fluidic approach of functional and technical design architecture.

New stakeholders may be integrated/ onboarded as PCS 1x is scalable and adaptable to the needs of Single Window Platform namely

- An integrated regulatory platform for all logistics stakeholders
- Logistics eMarket Place
- Single window for financial transactions (B2G & B2B)
- Document Repository for the trade

Conceptual view of the proposed NLP; that evolves from the existing PCS 1x. The benefits of this NLP are as follows:

- Single Platform to perform all core activities of the Importer / Exporter / Customs Broker
- Complete domestic tracking of the shipment with notifications on each stage
- Digital Customs Broker – Do your Customs Clearance by your own

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- 'Advisory' to match the competencies of well establish Customs Broker
- Online transaction with custodians
- Remote EDI System Package – For Bill of Entry and Shipping Bill checklist + EDI file generation
- Document Management System to store all the important documents securely on Cloud Storage. Which helps in any time retrieval
- Real time information of the activities which are generally not in reach of Importer / Exporter/ Customs Broker. Eg. Vessel related information, Terminal Gate Transaction, CFS Gate Transaction etc
- Digital transaction for all the payments which are required for the clearance process (Import + Export). Eg. CFS Charges, Line Charges, Transportation Charges etc
- ERP system like User Interface gives overview and tracking of the current status of the shipment
- Paper-less transaction, as all the stakeholders like CFS and Lines can exchange the digital documents over the platform
- Data Lake and analytics

A National Logistics Platform must allow for importers, exporters and service providers within the community to be able to seamlessly exchange documents and transact in transparent and quick manner. Some of the considerations for the NLP are:

- Ease of Doing Business – get India to be the one of the most cost effective plus competitive countries in terms of carrying international trade.
- Transparency – enables access to information across the supply chain for all stakeholders.
- Remove Bottlenecks – caused by lack of timely and date visibility.
- Empower end users – with real-time decision-making tools.
- Give access to latest generation technology to all stakeholders, large and small increasing competition
- Promote digital entrepreneurship by providing robust digital ecosystem on which multiple latch on can be built.

NLP mainly aims to function as central system for electronic sharing and exchange.

- Interoperability across Ocean, Air, Land Rail, Inland Waterways and Coastal Movement
- Secured Data Access cross all stakeholders; Trusted networks
- Market Place
- Compliance and Accreditations

IPA intends to appoint a Service Provider who will Bootstrap PCS 1x with such features to develop proposed National Logistics Portal (Marine) Ver 1.0

Scope of NLP Marine:

- Development and Commissioning of National Logistics Portal – Marine
- Operation and Maintenance of National Logistics Portal – Marine
- Continue API integration onboarding efforts, Support and Maintain the existing PCS ver 1x till the time development of National logistics Portal – Marine is completed
- On Development and Implementation of National Logistics Portal – Marine, to support and Maintain the same
- The Period for Development and Implementation of National Logistics Portal – Marine shall be

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one year from signing of the contract. During such time the bidder shall provide support and Maintenance for existing PCS 1x.

- The support and Maintenance of NLP shall be for four years thereafter
- The NLP Project is for five years from signing of contract

1.6 Structure of Tender

IPA invites online bids from eligible parties (hereafter referred as “NLP Operator”. This Request for Proposal (tender) document comprises of the following three volumes:-

Volume 1: Instruction to bidders

This provides instruction to bidders, key requirements of the Bid, Evaluation of Bids, Constitution of Team, Payment Terms, Roles & Responsibilities and Bid Formats

Volume 2: Scope of Work

This provides information regarding the scope of work including business requirements, software and services to be covered and corresponding related documentation, infrastructure requirements, scope of work for the selected bidder and functional requirements and technical requirements

Volume 3: Master Service Agreement

This contains the Service level Agreements, contractual, legal terms & conditions applicable for the proposed engagement.

The bidders are expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidders' suitability to be selected. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the tender documents. Failure to furnish all information required as mentioned in the tender documents or submission of a proposal not substantially responsive to the tender documents in every respect shall be at the bidders' risk and shall result in rejection of the proposal.

The whole project is required to be completed, operated, and maintained by the bidder. Accordingly, bidder is deemed to have assessed and quoted for all the items required for successful completion of the Project. It will be the responsibility of the bidder to provide such items on free of cost basis which are not quoted in the bid but otherwise required at the time of installation for completion, successful commissioning and O&M of the project.

2 Instructions to Bidders

This section specifies the procedures to be followed by bidders in the preparation and submission of their bids. Information is also provided on the submission, opening and evaluation of bids and on the award of contract. It is important that the Bidder carefully reads and examines the tender document.

2.1 General

1. IPA invites proposals (“Bids”) to this Request for Proposal (“tender”) to design, develop, integrate, implement, operate and maintain the NLP (Marine) Ver 1.0 at the Indian sea port communities as described in the scope of work in Volume 2 of this tender.
2. The tenure of the contract of the successful bidders shall be for a term of design, develop, integrate and Implementation Period (one year) plus four years of Operations &

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- Maintenance phase (“the Term”). IPA reserves the right to extend the contract beyond the specified period or terminate the contract before the completion of the period.
3. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this tender may wish to consult their own legal advisers in relation to this tender.
 4. All information supplied by the successful bidder shall be treated as contractually binding on the bidder after successful award of the project is made on the basis of this tender.
 5. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of IPA.
 6. IPA may cancel this public procurement at any time prior to a formal written agreement being executed by or on behalf of IPA.
 7. Proposals must be received not later than time, date and venue mentioned in the Proposal Data Sheet. Proposals that are received late shall not be considered for evaluation under this procurement process and shall be rejected summarily.
 8. No oral conversations or agreements with any official, agent, or employee of IPA shall affect or modify any terms of this tender and any alleged oral agreement or arrangement made by a bidder with any port, stakeholder agency, official or employee of IPA shall be superseded by the definitive agreement that results from this tender process.
 9. Neither the bidder nor any of bidder’s representatives shall have any claims whatsoever against IPA or any of their respective officials, agents, or employees arising out of or relating to this tender or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
 10. All proposals and accompanying documentation of the Technical bid shall become the property of IPA and will not be returned after opening of the technical proposals.
 11. The bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it.

2.2 Eligible bidders

- Bidder must be a Company incorporated in India under the Companies Act, 1956 and/or Companies Act, 2013 (as amended from time to time);

Or

- An entity registered under LLP Act, 2008 and subsequent amendments thereto.

Or

- Partnership firms registered under Indian Partnership Act, 1932

1. Bidder must not have any conflict of interest with any parties included in the bidding process, as defined in the consortium/ teaming arrangement.
2. Bids may be submitted in any one of the following categories:
 - a single entity
 - OR
 - a group of entities (the “Consortium”) with, maximum three (members), coming together to implement the Project.
3. For the purpose of evaluating the Bidder in respect of the prescribed pre-qualification and technical criteria, the respective technical experience and the financial capabilities of each of the Consortium Members shall also be considered. In addition, the technical experience and the financial capabilities of the Associates of the Bidder/each Members of the Consortium would also be considered.

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For purposes of this Tender, 'Associate' means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

3. In case the sole bidder / or one of the members of Consortium is an MSME, the benefits of MSME, as per the procurement through MSEs shall be accorded in line with Order dated 23rd March 2014 regarding procurement policy for Micro and Small Enterprises (MSEs)

2.2.1 Sole Bidder

The Sole Bidder must be a firm and /or a company which has the capabilities to deliver the entire scope as mentioned in the tender. The Sole Bidder cannot bid as a part of any other consortium bid under this tender.

2.2.2 Consortium of Firms

Bids may be submitted by a consortium of firms. The total number of consortium members shall not exceed three, including the lead bidder of the consortium. One of the consortium members has to be a Port Community System Solution provider. The consortium must provide the details of formation of the consortium, percentage of stake of each consortium member and the role of each member of the consortium with reference to this project.

Bids submitted by a consortium shall comply with the following requirements also:-

- i. Any of the Lead Bidders shall not be a Consortium Member with another bidder in a separate bid or a sole bidder in separate bid.
- ii. The list of Consortium Members needs to be declared in the bid which shall not be changed by the bidder later on unless approved by IPA.
- iii. No consortium member must have been blacklisted by any government authority.
- iv. Any change in the consortium member at a later date shall not be allowed for cases where the consortium has benefited from the non-lead bidders credentials/ experience
- v. Lead Bidder shall be responsible and liable for the successful completion of the entire project.
- vi. The Lead Bidder shall confirm unconditional acceptance of full responsibility for executing the 'Scope of Work' and meeting all obligations of this tender. This confirmation should be furnished as part of the Technical Bid.
- vii. The Lead Bidder and the Consortium Members shall enter into an agreement (form6).
- viii. The lead bidder and consortium members shall clearly define the roles and responsibilities/scope of work in the Memorandum of Understanding (MoU) to be signed and submitted to IPA. The MoU shall be prepared on a stamp paper of requisite value and shall be submitted along with the Technical bid. It shall be the responsibility of the bidders to adhere to the MoU being submitted and no interchange of responsibilities later on shall be considered by IPA
- ix. MoU / Agreement shall also be addressed to the IPA clearly stating at least:-
 - o Names of Lead Bidder and Consortium members
 - o The MoU / Agreement is applicable to this tender and shall be binding on the Consortium members for the contract period.
 - o Consortium members have read and examined in detail all the bidding documents in respect of the above mentioned tender, in respect to product(s) / services offered / supplied.
 - o Roles and Responsibilities of the Consortium members shall be clearly defined.

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- The Lead Bidder must be authorized to receive instructions / communications from IPA, authorized to incur liabilities and shall deliver all the provisions of the contract on behalf of consortium members.
 - 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, to be incurred by IPA/Ministry Ports.
 - The Bidder and any of its consortium members should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.
 - The Lead bidder and any of the Consortium members should not have been black-listed by any Central / State Government or Public Sector Undertakings.
- x. IPA reserves the right to review, approve and amend the terms of the Consortium Contract or any contract or agreements entered into by and between the members of such Consortium and no such agreement/contract shall be executed, amended, modified and/or terminated without the prior written consent of IPA. An executed copy of each of such agreements/contracts shall, immediately upon execution be submitted by the Lead Bidder to IPA.

2.3 Sub-Contracting

The bidder may use the services of a sub-contractor to leverage their specialized experience in respect of the following tasks/areas as may required:

- i. Cloud services
- ii. Establishment of network infrastructure
- iii. Mobile services
- iv. Call Centre services
- v. Data capture, scanning and digitization services
- vi. Onsite services at each location as required to implement and operate NLP (Marine) Ver 1.0

Sub-contracting shall be subject to the following conditions:

- i. All sub-contracting arrangements must form part of the bid.
- ii. All sub-contracting contracts must be entered into by the bidder / lead bidder.
- iii. The Purchaser provides the flexibility to bidders to sub-contract part of the work, provided it is not more than 50% of the estimated fair value of the contract. However allowing sub-contracting should not dilute the responsibility & liability of the bidder/lead member.
- iv. Any changes in sub-contractors shall be approved by IPA prior to conclusion of any contract between the bidder and the sub-contractor.
- v. IPA retains the right to request discontinuation of sub-contracting of activities at any time during the contract period.
- vi. IPA reserves its right to subject the sub-contractors to security clearances as it deems necessary.

2.4 Inclusion of MSMEs in Project Delivery

Bidders are encouraged to include Micro, Small and Medium Enterprises (MSMEs) in the delivery of the project. Bidders are encouraged to earmark a minimum of 20% of the total contract for procuring goods and services from MSEs. The procurement through MSEs should be in line with Order dated 23rd March 2014 regarding procurement policy for Micro and Small Enterprises (MSEs). Activities that may be sub-contracted to MSME/MSE partners are restricted to those defined under Sub-Contracting Clause 2.3 above.

2.5 Contacting the IPA

- i. No Bidders shall contact the IPA on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- ii. If a Bidder tries to directly influence the owner or otherwise interfere in the bid submission and evaluation process and the Contract award decision, its bid shall be rejected.

2.6 Right to Terminate the Process

- i. IPA may terminate the tender process at any time and without assigning any reason. IPA makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. This tender does not constitute an offer by IPA. The bidder's participation in this process may result in IPA selecting the bidders to be engaged towards execution of the contract.

2.7 Right to Vary Scope of Contract

- i. IPA may at any time, by a written order given to the bidder, make changes within the quantities, specifications, services or scope of the Contract as specified.
- ii. If any such change causes an increase or decrease in the cost of, or the time required for the bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment on mutually agreed terms shall be made in the Contract Price or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the bidder's receipt of the IPA's changed order.

2.8 Rejection Criteria

Besides other conditions and terms highlighted in the tender document, bids shall be rejected under following circumstances:

- i. Bids not qualifying under eligibility criteria.
- ii. Bids submitted without or improper EMD or tender fees
- iii. Bids received through any platform other than e-tendering platform as mentioned in the tender
- iv. Bids which do not confirm unconditional validity of the bid as prescribed in the Tender
- v. If the information provided by the Bidders is found to be incorrect / misleading at any stage / time during the Tendering Process
- vi. Any effort on the part of a Bidders to influence the Owner' s bid evaluation, bid comparison or contract award decisions
- vii. Bids received by the IPA after the last date for receipt of bids prescribed in the data sheet.
- viii. Bids without signature of person (s) duly authorized on the bid
- ix. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidders.
- x. Technical Bid containing commercial details or any such hints/ calculations /extrapolations/ records.
- xi. Revelation of Prices in any form or by any reason before opening the Commercial Bid
- xii. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- xiii. Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidders.
- xiv. Bidders not complying with the General Terms and conditions as stated in the Tender Documents.
- xv. The Bidders not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work, General Terms & Conditions and Service

- Level Agreements of this tender.
- xvi. If it is found that firms have tendered separately under different names for the same contract, all such tender(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition, such firms/ establishments shall be liable at the discretion of the IPA for further penal action including blacklisting.
 - xvii. If it is found that multiple bidders have uploaded separate tenders/ quotations under different names of firms/ establishments but with common address for such establishments/ firms, are managed or governed by the same person/ persons jointly or severally, such tenders shall be liable for penal and legal action including blacklisting.
 - xviii. If after awarding the contract, it is found that the accepted bid violated any of the directions pertaining to the participation, the contract shall be liable for cancellation at any time during its validity in addition to penal action including blacklisting the bidders.
 - i. Price Bids that do not conform to the Tender's price bid format.
 - ii. Total price quoted by the Bidders does not include all statutory taxes and levies applicable.

3 Key Requirements of the Bid

3.1 Tender Document Fees and Purchase

- i. The Bidders shall download the tender document from the e-Tendering website as mentioned in the Proposal Data Sheet.
- ii. The Bidder has to upload the scanned image of the demand draft towards cost of tender document (mentioned in the Proposal Data Sheet) along with the online bid submission. The actual DD shall be submitted at the address, date and time mentioned in Data Sheet.
- iii. The downloading of the tender documents shall be carried out strictly as provided on the web site.
- iv. The tender document fee is non-refundable and not exempted except in cases where lead bidder is MSME.

3.2 Pre-bid meeting and clarifications

3.2.1 Bidders' queries

- i. IPA would facilitate a Workshop with incumbent service provider of PCS 1.x before Pre-Bid meeting to provide a comprehensive understanding of current landscape. The date and venue would be notified later.
- ii. Any clarification regarding the tender document and any other item related to this project can be submitted to IPA as per the submission mode and timelines mentioned in the Proposal Data sheet.
- iii. Any requests for clarifications post the indicated date and time shall not be entertained by IPA. Further IPA reserves the right to issue clarifications.
- iv. The queries of only those bidders shall be considered who send the same across e-mail ID's/ in writing at the Owner's address indicated in the proposal Data sheet.
- v. It is necessary that the pre-bid queries are submitted in spreadsheet format, along with name and details of the organization submitting the queries as mentioned below. In no event IPA shall be responsible for ensuring that bidders' inquiries have been received by IPA
- vi. IPA may, at its option share the answers with all the bidders either at the Pre bid meeting or send the clarifications to all the designated representatives of the bidders through emails. The responses to the queries from the individual bidders shall be distributed to all the bidders. IPA shall endeavour to provide responses to all questions. However, the Owner makes no representation or warranty as to the completeness of any response, nor does the Owner undertake to answer all the queries that have been posed by the bidders.

Bidder's Request for Clarification		
Name & address of the Bidder Submitting Request	Name and Position of Person submitting request	Contact Details of the Organization / Authorized Representative
		Telephone:
		Fax:
		Mobile:
		E-Mail:

S. No	Tender Reference			Content of tender requiring Clarification	Points of Clarification Required
	Section	Page #	Clause #		

3.2.2 Pre-Bid Meeting

IPA shall hold a pre-bid meeting with the prospective bidders as mentioned in the Proposal Data Sheet.

3.2.3 Responses to Pre-Bid Queries and Issue of Corrigendum

- i. IPA shall formally respond to the pre-bid queries after the pre-bid conference.
- ii. IPA shall endeavor to provide timely response to all queries. However, IPA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does IPA undertake to answer all the queries that have been posed by the bidders.
- iii. At any time prior to the last date for receipt of bids, IPA may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify the tender Document by a corrigendum.
- iv. The Corrigendum (if any), notifications regarding extensions (if any) and clarification to the queries from all bidders will be posted on the website mentioned in the Proposal Data Sheet or emailed to all participants of the pre-bid meeting.
- v. Any such corrigendum shall be deemed to be incorporated into this tender.
- vi. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, IPA may, at its discretion, extend the last date for the receipt of bids.
- vii. Notifications regarding extensions, corrigendum, will be published on the website mentioned in the tender schedule and there shall be no paper advertisement.

3.3 Preparation of Proposals

3.3.1 Bidder Preparation Conditions

- i. The bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the quantities, specifications and diagrams that are included in the tender document are intended to give the bidder an idea about the scope and magnitude of the work and are not in any way exhaustive and guaranteed by IPA.
- ii. The bidder shall carry out the sizing of the solution based on his internal assessment and analysis.

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- iii. The bidder must propose a solution best suited to meet the requirements of IPA. If, during the sizing of the solution, any upward revisions of the specifications and/or quantity as given in this tender document, are required to be made to meet the conceptual design and/or requirements of tender, all such changes shall be included in the technical proposal and their commercial impact, thereof, included in the commercial bid.
- iv. If, during the sizing of the solution, any additional product that is not listed in the tender document is required to be included to meet the conceptual design, performance requirements and other requirements of tender, all such product(s) should be included by the bidder in the technical proposal and their commercial impact, thereof, included in the commercial bid.
- v. IPA will in no case shall be responsible or liable for any costs associated with the design/sizing of the proposed solution, regardless of the conduct or outcome of the Tendering process.
- vi. If at any stage during the currency of the contract, the solution proposed does not meet the functional requirements, conceptual design, performance requirements/SLA, and other requirements of tender, the bidder shall revise the required specifications and/or quantities as proposed by the bidder in his bid in order to meet the said objectives/ requirements. All such provisions shall be made by the bidder at no extra cost to IPA and without any financial impact to IPA whatsoever.

3.3.2 Proposal preparation costs

- i. The bidder shall be responsible for all costs incurred in connection with participation in the tender process, including, but not limited to, costs incurred in conduct of exploratory or other due diligence activities, participation in meetings/discussions/presentations, preparation of proposal, providing any additional information required by Owner to facilitate the evaluation process and in negotiating a definitive contract or all such activities related to the bid process.
- ii. IPA in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.3.3 Earnest Money Deposit (EMD)

- i. Bidders shall submit, along with their bids, EMD as per the details mentioned in the Data Sheet.
- ii. EMD of all the bidders shall be refunded by IPA after submission of Performance Bank Guarantee by the successful bidder.
- iii. EMD of technically disqualified bidders shall be refunded by IPA after completion of technical evaluation within 30 days.
- iv. The EMD amount is interest free and shall be refundable without any accrued interest on it.
- v. In case a bid is submitted without the EMD, then IPA shall reject the bid without providing any opportunity or any further correspondence to the bidder concerned.
- vi. The EMD shall be forfeited:
 - If a bidder withdraws its bid during the period of bid validity.
 - Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - If the successful bidder fails to provide the Performance Bank Guarantee as required at the time of signing of the Agreement.
 - If the successful bidder fails to sign the Agreement in accordance with this tender within 30 days from the issue of Letter of Intent (LOI) by IPA.
- vii. The Bidder shall upload the scanned image of the BG towards EMD (mentioned in the Proposal Data Sheet) along with the online bid submission. The actual BG shall be submitted at the address, time and date as mentioned in Data Sheet.

3.3.4 Bidders Authorization

- i. The "Bidders" as used in the tender documents shall mean the one who has signed the Tender Forms. The Bidders may be either the Principal Officer or his duly Authorized Representative, in either cases, he/she shall submit a power of attorney. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the representative and the principal.
- ii. The authorization shall be indicated by written power-of-attorney accompanying the bid in the name of the signatory of the Proposal.
- iii. Any change in the Principal Officer shall be intimated to IPA in advance.

3.3.5 Address for Correspondence

- i. The Bidders shall designate the official mailing and e-mail address to which all correspondence shall be sent.

3.3.6 Local Conditions

- i. It shall be incumbent upon each Bidder to fully acquaint itself with the local conditions and other relevant factors such as legal conditions which would have any effect on the preparation of the bid and performance of the contract and / or the cost. IPA shall not entertain any request for clarification from the Bidders regarding such conditions.
- ii. Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender documents.
- iii. Neither any change in the time schedule of the contract nor any financial adjustments to the contract awarded shall be permitted by the IPA on account of failure of the Bidders to apprise themselves of local laws and site conditions.

3.3.7 Virtual Visits by Bidder

- i. The Bidder may visit and examine the PCS ver 1x and obtain all information on the existing processes, setup and functioning of PCS 1x that may be necessary for preparing the bid document. The visits by bidder may be scheduled through appointment made available on IPA website (https://indianpcs.gov.in/IPA_PCS/)
- ii. The virtual visit may be used to seek clarification on the tender. It shall be used as a medium of understanding the exact needs and requirements for completing the technical and commercial response of the bid. The cost of such visits to the site(s) shall be at the Bidder's own expense.

3.3.8 Language

The proposal shall be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidders. For purposes of interpretation of the documents, the English translation shall govern.

3.3.9 Bid validity period

Bid shall remain valid for the time mentioned in the Proposal Data Sheet. Bid validity may be extended by the bidder by submitting a letter to IPA in writing on receipt of request from IPA.

3.3.10 Discount

The Bidders shall not to indicate any separate discount. Discount, if any, must be merged with the quoted prices. Discount of any type, indicated separately, shall not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, IPA shall avail such discount at the time of award of Contract. For future

purposes, Unit prices of all individual components shall be discounted accordingly (by the overall discount % in case overall discount % is given or by the individual component discount % in case item wise discount given) to arrive at component-wise unit prices.

3.3.11 Only One Proposal and One Solution

If a Bidder submits or participates in more than one Proposal and / or presents more than one Solution, such a Bidder shall be disqualified.

3.3.12 Additional Conditions

- i. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it

3.3.13 Right to Terminate the Process

- i. IPA may terminate the tender process at any time and without assigning any reason. IPA makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii. This tender does not constitute an offer by IPA. The bidder's participation in this process may result in IPA selecting the bidders to engage towards execution of the contract.

3.4 Submission of Proposal

3.4.1 Bidder Registration & Proposal Submission

- i. Bidders are required to enroll on the e-Tendering website on the link provided in the Proposal Data sheet
- ii. As part of the enrolment process, the bidders shall be required to choose a unique username and assign a password for their accounts.
- iii. Bidders must to register their valid email address and mobile numbers as part of the registration process. These shall be used for any communication from the e- Tendering Portal.
- iv. Upon enrolment, the bidders are be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- v. Only one valid DSC shall be registered by a bidder. The bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- vi. Bidder shall then log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
- vii. The proposal shall contain ATLEAST the following submission for on the e-Tendering Portal. However, this is not an exhaustive list, bidder is enquired to go through the tender and provide necessary documents:

Section #	Category	Response
1.	Response to Pre-Qualification Criteria	<ul style="list-style-type: none"> • PQ Form 1 - Supporting Information for Pre-Qualification Conditions • PQ Form 2 - Certificate of Conformity/ No Deviation • PQ Form 3 - Financial Capability • PQ Form 4 - Proforma for EMD • PQ Form 5 - Details of Experience of Bidder in Various projects • PQ Form 6 - Format for Consortium Agreement • PQ Form 7 - Details of ineligibility for corrupt or fraudulent

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		<p>practices / blacklisted with any of the Government or Public Sector Units or Local Governments</p> <ul style="list-style-type: none"> • Copy of Certificate of Incorporation • Extracts from the audited Balance sheet and Profit & Loss statements for FY, 2016-17 and 2017-18 and 2018-19 • Documentary evidences for Bidder's experience • Proof of IPCSA membership • Demand Draft of Tender fees • Tech Form 12 - Power of Attorney / Authorization letter
2.	Technical Bid	<ul style="list-style-type: none"> • Tech Form 1 - Technical Bid - Covering Letter • Tech Form 2 - Particulars of the Bidder (please fill separate sheet for each consortium members) • Tech Form 3 - Profile of Proposed Resources • Tech Form 4 - Technical Solution • Tech Form 5 - Approach & Methodology • Tech Form 6 - Project Plan & Deployment of Personnel • Tech Form 7 - Format of Deployment of Personnel • Tech Form 8 - Unpriced Bill of Material • Tech Form 9 - Details of Experience of Bidder in Various projects • Tech Form 10 • Tech Form 11 • Tech Form 12 • Tech Form 13
3.	Commercial Bid	<ul style="list-style-type: none"> • Commercial bid/proposal as per the pre-defined format

- viii. During online bid preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical as well as Commercial envelope. Once a bidder successfully completes the Bid Preparation stage (by generating the Hash Values), system shall not allow him/her to make any further changes or modifications in the bid data.

3.4.2 Compliant proposals/Completeness of response

- i. Bidders must study all instructions, forms, terms, requirements and other information in the tender documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- ii. Failure to comply with the requirements of this paragraph may render the proposal non-compliant and the proposal may be rejected. Bidders must:
 - Include all documentation specified in this tender;
 - Follow the format of this tender and respond to each element in the order as set out in this tender
 - Comply with all requirements as set out within this tender.
- iii. Bidder must not propose multiple options for any system software or other infrastructure proposed as part of the bid.
- iv. For all the components, wherever applicable, bidder needs to provide the data sheets of the product.

3.4.3 Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the tender. No deviations and exclusions to the tender are allowed. In the absence of any specific provision in the agreement on any issue, decision by MD, IPA shall be final

3.4.4 Modification and Withdrawal of Bids

- i. No bid shall be altered / modified after submission to the IPA. Unsolicited correspondences in this regard from bidders shall not be considered.
- ii. No bid shall be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidders in the bid.
- iii. Withdrawal of a bid during this interval shall result in the bidders forfeiting EMD.
- iv. Prices in any form or by any reason before opening the Commercial Bid shall not be revealed. If price change is envisaged due to any clarification, revised bids may be called from all the bidders by IPA.

3.4.5 Late Bids

- i. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained
- ii. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence shall be entertained on this matter.
- iii. IPA reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

4 Evaluation of Bids

4.1 Opening of Bids

- i. The bids that are submitted online successfully shall be opened online as per date and time given in Proposal Data Sheet, through e-Tendering procedure only in the presence of bidders.
- ii. Bids shall be opened either in the presence of bidders or it's duly authorized representatives. The bidder representatives who are present shall sign a register evidencing their attendance. One representative per applicant shall be permitted to be present at the time of opening the tender.
- iii. Total transparency shall be observed and ensured while opening the bids.
- iv. IPA reserves the rights at all times to postpone or cancel a scheduled bid opening.
- v. Bid opening shall be conducted in two stages
 - In the first stage, Response to Pre-qualification Proposals shall be opened. (vide table given under item vii of sec 3.4.1) Technical Bids of the bidders who pass the Pre-qualification criteria shall be opened.
 - In the second stage, Commercial Bids of those bidders whose Technical Proposals qualify as per the criteria given in this document, shall be opened at a time and date to be notified later. .
 - In the event of the specified date of bid opening being declared a holiday for IPA, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the bidder remains absent, IPA shall continue the process and open the bids of the all bidders.

4.2 Evaluation of Bids

- i. IPA shall constitute a Tender Evaluation Committee (TEC) to evaluate the responses of the bidders.
- ii. The TEC of IPA shall evaluate the responses to the tender and all supporting documents / evidences. The bidders' technical solution will be evaluated as per the requirements and evaluation criteria spelt out in the tender document.
- iii. The TEC may seek inputs from other professional and technical experts in the evaluation process.
- iv. IPA reserves the right to do a reference check of the past experience stated by the bidder. Any feedback received during the reference check shall be taken into account during the

- evaluation process.
- v. The decision of the TEC in the evaluation of responses to the tender shall be final. No correspondence shall be entertained outside the process of discussion with the TEC.
 - vi. IPA reserves the right to reject any or all proposals on the basis of any deviations without assigning any reason thereof.
 - vii. IPA may invite each bidder to make a presentation at a date, time and venue decided by IPA. The purpose of such presentations shall be to allow the bidders to present their proposed solutions to the IPA and orchestrate the key points in their proposals.
 - viii. IPA's interest is in the quality and responsiveness of the proposal.

4.3 Clarification on Bids

- i. During the bid evaluation, IPA may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. IPA is entitled to ask for clarifications as many times as possible from the bidders to the satisfaction of the TEC.
- ii. If the bidder fails to provide the clarification or additional information sought, the information provided in the technical proposal only shall be used for evaluation. It is made clear the additional information or clarification on the technical proposal provided by the bidders shall not be the basis for affecting any changes in the Commercial Bids already submitted by the bidders.

4.4 Preliminary Examination of Bids

- i. IPA shall examine the bids to determine whether they are complete, whether required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting any criteria specified in the tender, shall be rejected by IPA and shall not be included for further consideration. Any deviations in proposal response may make the bid liable for rejection. Bids shall be treated as non-responsive, if bids are:
 - Not submitted in format as specified in the tender document
 - Received without the Letter of Authorization (Power of Attorney)
 - Found to contain suppression of details or conditional offers or partial offers
 - Incomplete
 - Submitted without the documents requested or With lesser validity period
 - Non-compliant to any of the clauses mentioned in the tender
- ii. All eligible bids shall be considered for further evaluation by the Tender Evaluation Committee according to the evaluation process defined in this bidding document.

4.5 Pre-Qualification Criteria

- i. The prospective bidders shall enclose documentary evidences in support of the Pre-Qualification Criteria along with the Bid.
- ii. An indicative format for the Pre-Qualification Proposal is as follows:

S. No	Criteria	Pre-qualification Criteria description	Supporting Document	Response (Yes / No)	Reference in Response to Pre-Qualification Bid (Section # and Page #)

i. The Pre-Qualification criteria for Bidders is as follows:

Pre-qualification criteria

S. No	Criteria	Pre-qualification Criteria description	Required documentary evidence	Applicability
1.	Financial Strength	<p>The bidder must have an average annual turnover of at least Rs 17.89 Crores (or its equivalent in foreign currency) in last 3 financial years (FY 2016-17, 2017-18 and 2018-19).</p> <p>* For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 72.00 [Rupees Seventy Two] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.</p> <p>Note: In case the consortium partner is a MSME or a Startup registered with DIPP , turnover requirement is dispensed with</p>	<ul style="list-style-type: none"> Extracts from the audited Balance sheet and Profit & Loss statements <p>And</p> <ul style="list-style-type: none"> Certificate from the Statutory Auditor as per format "PQ Form 3" 	<p>Single Bidder- Bidder</p> <p>Consortium- Any Consortium member</p>

2.	Positive net worth	<p>The bidder must have positive net worth as of March 31, 2019.</p> <p>For the purpose of this criterion, net-worth of only the bidding entity will be considered. Net-Worth of any parent, subsidiary, associated or other related entity will not be considered.</p> <p>Net Worth shall mean (Subscribed and Paid-up -capital + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).</p>	Duly certified statement from the statutory auditor for the year 2018-19 as per format "PQ Form 3"	Single Bidder- Bidder Consortium- The lead Bidder or any consortium members should have positive Net-worth as on 31 st March 2019
3.	Incorporation of the Firm, Legal Entity	<p>The bidder could be</p> <ul style="list-style-type: none"> • A company incorporated in India under the Companies Act, 1956 or Companies Act 2013 (as amended till date), and subsequent amendments thereto <p>Or</p> <ul style="list-style-type: none"> • An entity registered under LLP Act 2008 and subsequent amendments thereto. <p>Or</p> <ul style="list-style-type: none"> • Partnership firms registered under Indian Partnership Act, 1932 <p><i>The bidder must have been operating for the last 5 years as on the date of publishing of tender notice (including name change/ impact of mergers or acquisitions)</i></p>	Copy of Certificate of Incorporation	Single Bidder- Bidder Consortium- Lead Bidder

S. No	Criteria	Pre-qualification Criteria description	Required documentary evidence	Applicability
4.	Criteria related to Government Regulation	The Bidder shall not be declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/Central Government/ PSU/ Autonomous Body (Under Any government law) in India as on last date of submission of the Bid.	An undertaking from Authorized Signatory as per format "PQ Form 7"	Single Bidder- Bidder Consortium- All Consortium members
5.	<p>Execution of similar project at National level in any country. *</p> <p>*Similar projects shall include Port Community System or Trade Community System or Cargo Community System or National Single Window for EXIM trade or Maritime and Port Single Window "</p> <p>Consists of :</p> <ul style="list-style-type: none"> • Study of the system & Optimization/re-engineering • Design of the solution • Development • Training & Implementation • Operation and maintenance services 	<p>The Bidder or one of its Associates must have experience of successful Go- Live / completed/ operational projects during the last five years (as on the last date of bid submission) in:</p> <p>At least one project of similar nature viz. implementation, operation and maintenance of maritime/port community projects of value of INR 47.55 Crores (or its equivalent in foreign currency) and above</p> <p>Or in two projects of value of Rs 29.72 Crores (or its equivalent in foreign currency) and above</p> <p>Or in three projects of value of Rs 23.78 Crores (or its equivalent in foreign currency) and above.</p> <p>For the project cited, the project should be successfully operational for at least 12months (after project Go-Live).</p>	<p>Work Order + Completion Certificates from the client;</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor)</p> <p>OR</p> <p>Work Order + Phase Completion Certificate (for ongoing projects) from the client/Statutory Auditor</p> <p>·</p> <p>Please provide project details as per format "PQ Form 5"</p>	<p>Single Bidder- Bidder</p> <p>Consortium- Any consortium member</p>

S. No	Criteria	Pre-qualification Criteria description	Required documentary evidence	Applicability
6	Criteria related to Quality of Service Delivery	The bidder should a minimum (CMMi) Level 3	Copy of valid certificate issued to the Bidding Organization by respective agencies	Single Bidder- Bidder Consortium- Any Consortium member
7.	Other Criteria	The bidder / Lead Bidder in case of consortium must submit EMD (Refer Proposal Data Sheet for amount) to IPA as per tender format	Bank Guarantee against EMD shall be submitted by Bidder Please provide as per format "PQ Form 4"	Single Bidder- Bidder Consortium- Lead Bidder
8.		MoU between lead bidder and Consortium members shall have to be submitted as per the conditions of consortium	MoU agreement Please provide as per format "PQ Form 6"	Single Bidder- Not Applicable Consortium- All consortium members jointly
9.		The bidder must submit Tender fees in form of Demand Draft (DD) to IPA.	Demand Draft of Tender fees shall be submitted by Bidder	Single Bidder- Bidder Consortium- Lead Bidder

Note: All self-certificates shall be duly signed and Stamped by Authorized signatory of the Bidder Firm unless specified otherwise

4.6 Technical bid Evaluation

- i. After the response to the pre-qualification criteria has been evaluated, the technical bids of successful bidders shall be evaluated. Only those bidders who cross the threshold level of Technical Evaluation indicated below and adhere to the technical requirements given in this bid document shall be considered for commercial bid opening and evaluation.
- ii. In case of 'no response' by the bidder to any of the requirements with regard to the contents of the Technical Bid, he shall not be assigned any marks for the same
- iii. Technical Bid of the bidder shall be opened and evaluated for acceptability of Techno-functional requirements, and technical suitability. The bidders shall respond to the requirements as explained below for their evaluation with regard to experience and qualification. Also, the bidder shall refer and respond to all technical requirements as mentioned in the tender document. The evaluation process would also include a presentation of technical proposal by the bidder.
- iv. Method of evaluation of selection of successful Bidder and award of contract to bidder shall be based on QCBS (Quality cum Cost Based System) The bidder shall be technically evaluated out of 1,000 marks for the parameters given in Schedule 1. All the bidders who secure overall minimum of 60% (600) Marks out of 1,000 across all the components given in the schedule) will be considered as technically qualified
- v. The Tender Evaluation Committee shall indicate to all the bidders the results of the technical evaluation through a written communication. The technical scores of the bidders shall be announced prior to the opening of the Commercial Bids.
- vi. The technical qualification criteria is based on the following components

Schedule I – Evaluation criteria for the proposed solution

#	Evaluation Criteria for the proposed solution	Max Marks
A	Bidder Experience	500
A.1	Community System Project Implementation	100
A.2	Large Scale National I level Project Implementation	80
A.3	Domain Knowledge	80
A.4	IT infrastructure – cloud operation	100
A.5	Mobile Application development	80
A.6	IPCSA+ISO 27001; ISO 20000-1; +SEI CMM Level 3/4/5	60
B	Resources Requirements	300
B.1	Project Manager (no. 1)	15
B.2	Domain Experts (nos. 5)	75
B.3	Functional/ BPR Consultants (nos. 5)	50
B.4	IT experts (nos 5)	50
B.5	Mobile developers (nos. 5)	35
B.6	Solution Architect (no. 1)	15
B.7	IT infrastructure specialist (no 1)	15
B.8	Security Expert (no. 1)	15
B.9	Cloud/ data centre & BCM specialist (no. 1)	15
B.10	Trainers (nos 3)	15
C	Proposed Solution	200
C.1	Solution overview	100
C.2	Functional Requirement Specifications	50
C.3	Technical Requirement Specifications	50
	TOTAL	1000

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Evaluation Criteria – Proposed Solution**

Sr. No.	PARAMETER	MAX. MARKS	EVIDENCE TO BE SUBMITTED
TOTAL		1000	
A	Bidder Experience	500	
A.1	<p>The Bidder/ any member of consortium must have experience of successful Go-Live/ completed/ ongoing project of value INR 23.78 Crores (or its equivalent in foreign currency) during the last five years (as on the last date of bid submission) in a project of similar nature viz. implementation, operation and maintenance of community system solutions which may include Port Community System or Trade Community System or National Single Window for EXIM trade, Maritime and Port Single Window comprising of the following components</p> <ul style="list-style-type: none"> • Study of the system & Optimization/ re- engineering • Design of the solution • Development / customization and Integration with other external parties • Training & Implementation • Operation and maintenance services <p>Each of the above component will be awarded 8 marks subject to a maximum of 40 marks per project. The bidder can submit up to a maximum of 2 projects.</p>	80	<ul style="list-style-type: none"> • Work Order + Completion Certificates from the client; OR • Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR • Work Order + Phase Completion Certificate (for ongoing projects) from the client OR • Self-Certificate of experience (Certified by the Statutory Auditor); <p>Please provide project details as per format “Tech Form 9”</p>
	Bidders who have experience in logistics or have tie-up with logistic companies	20	<ul style="list-style-type: none"> • Lead Bidder experience: Proof of experience as per above • For tie-ups of Lead Bidder: Joint-Certificate of experience with partner (Certified by the Statutory Auditor)

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<p>A.2</p>	<p>The Bidder / any member of consortium must have a successful Go-Live / completed project / ongoing project of value INR 23.78 Crores (or its equivalent in foreign currency) during the last FIVE years (as on the last date of bid submission) of National level IT System Integration projects under one community comprising of the following components:</p> <ul style="list-style-type: none"> • Study of the system & Optimization/ re-engineering • Design of the solution • Development / customization and Integration with other external parties • Training & Implementation <p>Each of the above parameters will be awarded 10 marks per project with maximum of 40 marks. Bidder can submit up to a maximum of 2 projects.</p>	<p align="center">80</p>	<ul style="list-style-type: none"> • Work Order + Completion Certificates from the client; <p align="center">OR</p> <ul style="list-style-type: none"> • Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); <p align="center">OR</p> <ul style="list-style-type: none"> • Work Order + Phase Completion Certificate (for ongoing projects) from the client <p align="center">OR</p> <p>Self Certificate of experience (Certified by the Statutory Auditor);</p> <ul style="list-style-type: none"> • Please provide project details as per format “Tech Form 9”
<p>A.3</p>	<p>The Bidder / any consortium member should have sound domain knowledge and experience in the operations of stakeholder organizations of sea port/ cargo communities in the last FIVE years. Projects/ products developed, implemented, operated and maintained for any of the following stake holders will be considered.</p> <ul style="list-style-type: none"> • Ports/ Terminals • Shipping Lines • CFS / ICD • Multi-modal operators/ Consolidators • Shipping agents/ Freight forwarders • Any other allied agencies <p>Each of the following four parameters will be awarded 5 marks subject to a maximum of 20 marks per project. Bidder can submit up to a maximum of 4 projects.</p> <ul style="list-style-type: none"> • Projects/ products development • Implementation • Operation • Maintenance 	<p align="center">80</p>	<ul style="list-style-type: none"> • Work Order + Completion Certificates from the client; <p align="center">OR</p> <ul style="list-style-type: none"> • Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); <p align="center">OR</p> <ul style="list-style-type: none"> • Work Order + Phase Completion Certificate (for ongoing projects) from the client <p align="center">OR</p> <ul style="list-style-type: none"> • Self-Certificate of experience (Certified by the Statutory Auditor); <p>Please provide project details as per format “Tech Form 9”</p>

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<p>A.4</p>	<p>The bidder / any member of the consortium should have been carrying/ carried out the following activities relating to IT infrastructure for community solutions similar to the proposed system in the last FIVE years.</p> <ul style="list-style-type: none"> • Design of IT infrastructure including sizing of hardware components • Installation & commissioning • Operation, administration & maintenance • Security Management <p>Each of the above parameters will be awarded 5 marks subject to a maximum of 20 marks per project. Bidder can submit up to a maximum of 4 projects for a total score of 60.</p> <p>For projects hosted and managed on cloud space 20 marks will be awarded subject to a maximum of 2 projects for a total score of 40.</p>	<p>100</p>	<ul style="list-style-type: none"> • Work Order + Completion Certificates from the client; OR • Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR • Work Order + Phase Completion Certificate (for ongoing projects) from the client OR • Self-Certificate of experience (Certified by the Statutory Auditor); • Please provide project details as per format "Tech Form 9" <p>Please provide project details as per format "Tech Form 9"</p>
<p>A.5</p>	<p>The bidder / any member of the consortium must have experience in designing, developing and integrating mobile applications on diverse platforms (Android, iOS, Windows, etc.) during the last seven years.</p> <p>20marks will be awarded for each mobile project subject to a maximum of 4 projects for a total score of 80.</p>	<p>80</p>	<ul style="list-style-type: none"> • Work Order + Completion Certificates from the client; OR • Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR • Work Order + Phase Completion Certificate (for ongoing projects) from the client OR • Self-Certificate of experience (Certified by the Statutory Auditor); <p>Please provide project details as per format "Tech Form 9"</p>
<p>A.6</p>	<p>Bidder/any member of consortium being a member of IPCSA</p> <p>Bidder/any member of consortium being ISO 27001 Standard certified</p> <p>Bidder/any member of consortium being ISO 20000-1 Standard certified</p>	<p>20</p> <p>15</p> <p>15</p>	<p>Proof of membership from IPCSA</p> <p>Copy of ISO 27001 Certificate</p> <p>Copy of ISO 20000-1 Certificate</p>

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	<p>Bidder/any member of consortium being CMMi- standard certified</p> <ul style="list-style-type: none"> • CMMi level 3 • CMMi level 4 • CMMi level 5 		<p>6 8 10</p>	<p>Copy of CMMi-L3/L4/L5 certificate</p>
B	Resource Requirements		300	
B.1	<p>Project Manager (Full Time)</p> <ul style="list-style-type: none"> • MBA with at least 10 years' of Total work experience (Mandatory Conditions) <p>Award of marks will be as follows:</p> <ul style="list-style-type: none"> • Experience of implementing end to end Projects for scope as defined in the criteria A.1 or A2 <p>>= 2 Projects 10 Marks < 2 0 Marks</p> <p>PMP/Prince2 certified: 5 marks</p>	15		<p>Self-certified experience certificate</p> <p>Please provide resource details as per format "Tech Form 3"</p>
B.2	<p>Domain Experts (nos. 5)</p> <ul style="list-style-type: none"> • B.E./B.Tech./MCA/M.Tech/MBA degree with 8 years' of total work experience with any of the stakeholder organizations given below or working with community systems <ul style="list-style-type: none"> • Ports/ Terminals • Shipping Lines • CFS / ICD • Multi-modal operators/ Consolidators • Shipping agents/ Freight forwarders • Any other allied agencies <p>Part of implementation team for at least two projects of community systems as per scope of A1.</p> <ul style="list-style-type: none"> • >= 2 projects 15 marks subject to a maximum of 5 personnel with domain expertise. 	75		<p>Self-certified experience certificate</p> <p>Please provide resource details as per format "Tech Form 3"</p>
B.3	<p>Functional/ BPR Consultants (no 5) –</p> <p>B.E./B.Tech./MCA/M.Tech/MBA degee with atleast 8 years' of total work experience relating to study and optimization of processes.</p> <p>Award of marks to individuals subject to a maximum of 5 personnel shall be as follows:</p> <p>Experience in completion of BPR exercises for a minimum of</p> <p>5 projects or more 10 marks >=2 and < 5 Projects- 5 marks < 2 projects- 0 marks</p>	50		<p>Self-certified experience certificate</p> <p>Please provide resource details as per format "Tech Form 3"</p>

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<p>B.4</p>	<p>IT experts (no 5) – BE / B.Tech / MCA / M.Tech or equivalent with atleast 8 years’ work experience in designing, developing, implementing and maintaining systems and leading a team of minimum five IT professionals. Award of marks to individuals subject to a maximum of 5 personnel shall be as follows: Experience in completion of 5 projects or more 10 marks >=2 and < 5 Projects- 5 marks < 2 projects- 0 marks</p>	<p>50</p>	<p>Self-certified experience certificate Please provide resource details as per format “Tech Form 3”</p>
<p>B.5</p>	<p>Mobile app developers (nos 5) B.E./B.Tech./MCA/M.Tech/MBA degree with atleast 8 years’ work experience in designing, developing, implementing and maintaining mobile apps. Award of marks to individuals subject to a maximum of 5 personnel shall be as follows: Experience in completion of 5 projects or more 7 marks >=2 and < 5 Projects- 4 marks < 2 projects- 0 marks</p>	<p>35</p>	<p>Self-certified experience certificate Please provide resource details as per format “Tech Form 3”</p>
<p>B.6</p>	<p>Solution Architect (no 1) B.E./B.Tech./MCA/M.Tech/MBA degree with atleast 8 years’ work experience in architecting solutions for projects out of which at least one project for a community system similar to the project under scope of this tender . Award of marks will be as follows: Solution Architect in at least one project for a community system: 5 marks >1 project 10marks As Solution Architect in other projects >=3 projects 3 marks < 3 – 0 marks</p>	<p>15</p>	<p>Self-certified experience certificate Please provide resource details as per format “Tech Form 3”</p>
<p>B.7</p>	<p>IT infrastructure Specialist (no 1) BE / B.Tech / MCA / M.Tech with atleast 8 years’ work experience as per scope of work defined for projects in A4. Award of marks will be as follows: Completion of => 5 projects 10 marks => 3 and < 5 projects 5 marks <3 projects 0 marks Certification- CCNA/CWNA/CCNP : 5 marks</p>	<p>15</p>	<p>Self-certified experience certificate Please provide resource details as per format “Tech Form 3”</p>

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<p>B8</p>	<p>Security expert (no. 1)</p> <p>BE / B.Tech / MCA / M.Tech with atleast 8 years' work experience as per scope of work defined for projects in A4.</p> <p>Award of marks will be as follows:</p> <p>Completion of => 5 projects 15 10 marks => 3 and < 5 projects 10 5 marks <3 projects 0 marks</p> <p>Any relevant Security Certification: 5 marks</p>	<p>15</p>	<p>Self-certified experience certificate</p> <p>Please provide resource details as per format "Tech Form 3"</p>
<p>B.9</p>	<p>Cloud/ data centre & BCM specialist (no. 1)</p> <p>Basic degree with atleast 8 years' of work experience. Experience in cloud computing technologies (IAAS/ PAAS / SAAS), large scale data centre design, implementation and support, DR site planning, designing and execution, data recovery etc.</p> <p>Award of marks will be as follows:</p> <p>Completion of projects with cloud/ DR / DC implementation => 5 projects 10 marks =>3 and < 5 projects 5 marks < 3 projects 0 marks.</p> <p>Cloud Certification from any leading Cloud OEMs : 5 marks</p>	<p>15</p>	<p>Self-certified experience certificate</p> <p>Please provide resource details as per format "Tech Form 3"</p>
<p>B.10</p>	<p>Trainers (no 3)</p> <p>Basic degree with 8 years' experience in conducting large scale awareness, promotional and in depth usage training development of course materials etc. in similar projects. Award of marks to individuals will be as follows:</p> <p>Conduct of training for >= 5 projects 5 marks >= 3 projects 3 marks < 3 projects 0 marks</p>	<p>15</p>	<p>Self-certified experience certificate</p> <p>Please provide resource details as per format "Tech Form 3"</p>
<p>C</p>	<p>Proposed Solution</p>	<p>200</p>	
<p>C.1</p>	<p>Solution overview:</p> <ul style="list-style-type: none"> • Understanding of the objectives, challenges, risks; • Approach & methodology for implementation within timelines • Approach towards integration with external systems • Detailed project plan 	<p>50</p>	<p>Signed Technical Bid,</p>

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	<ul style="list-style-type: none"> • Risk mitigation measures • Change management strategy • Promotional strategy • Project Governance framework 		
	<p>Technical Presentation (Additional Marks shall be awarded on the basis of specific information submitted by the bidder, clarifications by bidder during the presentation)</p> <ul style="list-style-type: none"> • Understanding of the challenges • Governance framework • Demo of the proposed system • Question and Answers 	50	Presentation, demonstration and Q&A
C.2	<p>Compliance to Functional Requirement Specifications as per Volume II of the Tender:</p> <ul style="list-style-type: none"> • are met = 10 • can be met through workarounds/ equivalents = 5 • cannot be met = 0 <p>Marks will be awarded for all requirements as per the above marking scheme and the total shall be pro-rated against a maximum score of 50.</p>	50	Signed Technical Bid
C.3	<p>Compliance to Technical Requirement Specifications as per Volume II of the tender</p> <p>Technical requirements</p> <ul style="list-style-type: none"> • are met = 10 • can be met through workarounds/ equivalents = 5 • cannot be met = 0 <p>Marks will be awarded for all requirements as per the above marking scheme and the total shall be pro-rated against a maximum score of 50.</p>	50	

NOTE : Wherever self-certification or certification by statutory auditor has been submitted by the bidder and he happens to be a successful bidder, he has to produce either work order or agreement or certification from the client for the purpose.

4.7 Commercial Bid Evaluation

- i. The commercial bids shall not be opened by IPA until the evaluations of technical bids have been completed. The technically shortlisted bidders shall be informed of the date and venue of the opening of the commercial bids through email or written communication
- ii. Prices quoted indicating total price for all the deliverables and services must be fixed and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only and payments shall be made to successful bidders in Indian currency only
- iii. The bid shall clearly indicate the price to be charged without any qualifications whatsoever and shall include all taxes, duties, fees, levies, applicable taxes and other charges as may be applicable in relation to the activities proposed to be carried out. IPA reserves the right to ask the bidder to submit proof of payment against any of the taxes, duties, levies indicated.

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- iv. The individual cost components as detailed later in the tender shall be uploaded as scanned copy in the commercial envelope. The summary of all components shall be uploaded as BoQ format in excel.
- v. An adjustable price quotation or conditional proposal shall be treated as non-responsive and the bid may be rejected.
- vi. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received.
- vii. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
 - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
 - If there is a discrepancy between words and figures, the amount in words will prevail.
- viii. Bidder shall provide all prices as per the prescribed format provided in Commercial Bid of the tender
- ix. Bidders shall indicate the unit rates and total bid prices of the equipment/ services, they propose to provide under the Contract. Prices shall be shown separately for each item as required in the tender.
- x. Bidder shall not leave any field blank. In case the field is not applicable, bidder must indicate "0" (Zero) in all such fields. Still if there is any field left blank for certain item or service, it will be treated as Zero Price for both evaluation and delivery purposes
- xi. If there is no price quoted for certain material or service, the bid maybe declared as disqualified.
- xii. The bidder needs to account for all expenses including out of pocket expenses related to boarding, lodging and other related items in the commercial bids. Any additional charges have to be borne by the bidder. For the purpose of evaluation of commercial bids, IPA shall make appropriate assumptions as mentioned below to arrive at a common bid price for all the bidders. This however shall have no correlation with the contract value or actual payment to be made to the bidder.
- xiii. The price quoted in the commercial bid shall be the only payment, payable by IPA to the successful bidder for completion of the contractual obligations by the successful bidder under the contract, subject to the terms of payment specified as in the commercial bid or the one agreed between IPA and the bidder after negotiations.
- xiv. It is mandatory to provide break up of all taxes, duties and levies wherever applicable and/or payable. The taxes quoted in the offer must be as per the prevailing tax rates. Any subsequent increase in the tax rates or introduction of new tax shall be paid by IPA on production of documentary proof. Similarly, any benefits arising due to downward revision in tax rates, or any exemptions availed by the bidders shall be passed on to IPA. The bid amount shall be inclusive of packing, forwarding, transportation, insurance till Go live, delivery charges and any other charges as applicable. Any other charges as applicable shall be borne by the bidder.
- xv. Percentage (%) of taxes etc. if any, to be claimed shall be indicated in the commercial bid, otherwise it shall be presumed that rates are inclusive of all taxes and no claim plea shall be accepted in this regard after opening of the tenders and during the validity of the contract.

4.8 Award Criteria

- i. Evaluation criteria proposed to be adopted shall be Quality cum Cost Based System (QCBS) where Technical Bid Score shall get a weightage of 70% and Commercial Bid Score a weightage of 30%.
- ii. The bidder shall be technically evaluated out of 1000 marks. All the bidders who secure overall minimum of 60% (600 Marks out of 1000 across all the components together) shall be considered as technically qualified. Technical score of all bidders shall be calculated on the basis of the following formula:
- iii. Technical Score of bidder (TS) = Technical Marks received by the bidder x 70%

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- iv. The Bid having the Lowest Commercial Quote shall be termed as the Lowest Evaluated Bid and shall awarded 1000 marks. Commercial score of all the other bidders shall be calculated on the basis of the following formula:

- v. Commercial score of bidder (CS) = Commercial Quote of the lowest bidder x 1000 x 30%

$$\frac{\text{Commercial Quote of the bidder}}{\text{Commercial Quote of the lowest bidder}} \times 1000 \times 30\%$$
- vi. Final Score of the each bidding party shall be computed by adding the Technical score and Commercial Score on the basis of the following formula:
 Total Score = TS + CS
- vii. The bidder whose bid has secured the "Highest Total Score" out of 1000 as per above evaluation shall be considered as best evaluated Bid.
- viii. In case of a tie where two or more bidders achieve the same highest overall score, the bidder with the higher technical score shall be invited first for negotiations
- ix. IPA is not bound to accept the best evaluated bid or any bid and reserves the right to accept any bid, wholly or in part.
- x. Example demonstrating the calculation of Technical Score and Commercial Scores is provided below:

Bidder	Marks Received by bidder	Calculations	Technical Score of bidder (TS)
Bidder 1	880	880*70%	616
Bidder 2	900	900*70%	630
Bidder 3	800	800*70%	560
Bidder 4	950	950*70%	665

Bidder	Commercial Quote Provided by Bidder	Calculation of commercial score	Commercial Score of Bidder (CS)
Bidder 1	110	(110/110)*1000*30%	300.00
Bidder 2	140	(110/140)*1000*30%	235.71
Bidder 3	160	(110/160)*1000*30%	206.25
Bidder 4	160	(110/160)*1000*30%	206.25

Total Score for each bidder

Bidder	Technical Score (TS)	Commercial Score (CS)	Total Score
Bidder 1	616	300.00	916.00
Bidder 2	630	235.71	865.71
Bidder 3	560	206.25	766.25
Bidder 4	665	206.25	871.25

The bidder with the highest final score shall be treated as the best evaluated bid. In the above example, Bidder 4 will be treated as best evaluated Bid.

4.8.1 Contract Finalization and Award

- i. Prior to the expiry of the validity period, IPA shall notify the successful bidders in writing or by fax or email, that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, IPA may request the bidders to extend the validity period of the bid and the bidders shall extend the validity period accordingly. .
- ii. The selected Bidder/s shall convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within seven days of receipt of the communication.
- iii. IPA may then send the successful bidder the proforma of contract, incorporating all clauses/ agreements between the parties, pre-bid clarifications and the proposal of the bidder. The successful bidder shall sign and date the contract and return it to IPA and shall also furnish the Performance Bank Guarantee .
- iv. Upon the selected bidder's furnishing of Performance Bank Guarantee, IPA shall notify all other bidders who are not selected.

4.8.2 Failure to Agree to the Terms and Conditions of the tender

- Failure of the successful bidders to agree to the Draft Legal Agreement and Terms & Conditions of the tender shall constitute sufficient grounds for the annulment of the award, in which event IPA may award the contract to the next best evaluated bidder or call for new proposals from the interested bidders.
- In such a case, IPA shall invoke the PBG of the successful bidder.

4.8.3 Performance Bank Guarantee

- i.i The PBG shall be submitted within 30 days of notification of award done through issuance of the Work Order/ Letter of Acceptance valid for the entire period of the project. IPA shall facilitate the signing of contract within the period of 30 (Third) days of notification of award. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of Work order/ letter of acceptance, whichever is earlier. All reference timelines as regards execution of project and payments to bidder shall be considered as beginning from date of issuance of Work Order/ letter of acceptance, whichever is earlier.
- i.ii An amount equivalent of 10% of total contract value shall be payable by the bidder for the total duration of the contract plus six months. All charges whatsoever such as commission, etc. with respect to the Performance Bank guarantee shall be borne by the bidder. Two years after Go-live at pre- defined locations, this bank guarantee shall be returned subject to work carried out to the satisfaction of IPA. However, a new performance bank guarantee with an amount equivalent to 5% of the total contract value for the remaining duration of the contract plus six months shall be payable by bidder before return of the original bank guarantee.
- i.iii The Performance bank guarantee may be discharged / returned by IPA upon satisfactory completion of project as per the contract. However, no interest shall be payable on the PBG. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Bank Guarantee as and when it becomes due on account of non-completion of the project and warranty period. In case the selected bidder fails to submit performance bank guarantee within the time stipulated, IPA at its discretion may cancel the work order placed on the selected bidder without giving any notice
- i.iv IPA shall invoke the performance guarantee in case the selected bidder fails to discharge his contractual obligations during the period or Owner incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. Notwithstanding anything contained in this document or the contract and without prejudice to any rights whatsoever of IPA under contract, the proceeds of PBG shall be payable to IPA as compensation for any loss resulting from bidder's failure to complete its obligations under the contract. IPA shall notify the bidder in writing of the exercise of

its right to receive such compensation within 14 (fourteen) days of the failure to perform, indicating the contractual obligations for which the bidder is in default.

- i.v The Owner shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to the bidder, the equivalent value of any payment made to the bidder due to inadvertence, error, collusion, misconstruction or misstatement.

5 Constitution of Project Team

- i. The bidder shall ensure that Key personnel (proposed by the bidder) shall be available for the purposes of this project during the tenure of the contract.
- ii. Considering the complexity of the project, the bidder shall deploy best in class professionals to ensure successful execution of this project.
- iii. The bidder shall have a defined hierarchy and reporting structure for various teams that would be part of the project.
- iv. Bidder may offer more than one key personnel for a role to improve the quality of key personnel keeping in mind the scope of work as provided in the tender.
- v. The bidder shall ensure that all the personnel identified for this project have high level of integrity. The bidder shall undertake necessary due diligence to ensure that the personnel have high standard of trustworthiness. The bidder shall obtain an undertaking from each of the personnel assigned and the same shall be submitted to the IPA or its nominated agencies/ partners as and when demanded by IPA or its nominated agencies/ partners. In addition, IPA may also get the background verification checks of the bidder personnel. Any information needed for this activity by IPA shall be provided immediately by the bidder.
- vi. Bidder shall provide additional manpower based on their estimated effort required to complete the scope of work given in the tender.
- vii. A list of the Project Team assigned for this Project with the details of the personnel, their qualifications, experience, designations, roles, responsibilities and their deployment for this project (e.g. full time, shared etc indicating the percentage) shall be attached as part of the Technical Bid.
- viii. The bidder shall also provide adequate number of Support Personnel to complete the scope of work. The bidder need not submit the names of such Support Personnel along with the tender.
- ix. The bidder is free to propose and deploy as many resources apart from the list for the successful and timely completion of the project under intimation to IPA.
- x. During Operations & Maintenance phase the project manager will be available at mutually shall agreed place. Any change, modification, upgradation, including version change where engagement of man-hour is necessary the team shall be available at IPA or its designated place. .
- xi. During implementation and O&M phase monthly project review meeting shall be held at a mutually agreed location where deliberation, and decision making process may. Hence, the key members authorized to take decision shall be deputed by the bidder at each of such meetings.
- xii. Failure of deputing such key person in all those meeting will be treated as breach of contract. Each such failure shall attract a penalty. Three such cases shall lead to cancellation of contract by forfeiting the BG.

6 Payment Terms

6.1 Payment components

The scope of work is given in Vol II of this document.

The payment schedule for the implementation of NLP-Marine solution is as follows:

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60% of the total payment will be paid out to the System Integrator at the time of Go-Live, based on the milestones achieved, and balance payment of 40% will be paid out in equal parts during the AMC period based on the achievements of milestones/ quality of services provided by selected Bidder.

The tender envisages release of stage payment upon successful completion of pre-defined milestones indicated below:

Part A: Milestone based payments

No	Milestones	% of stage payments	Remarks
1	Submission and Acceptance of Detailed Software Requirement Specification (SRS) - NLP Marine	5	T+2 months
2	Acceptance of Solution Architecture and Design, including Logical and Functional Architecture of the NLP System	5	T+3 months
3	Proto-type of the design of the proposed NLP Marine – acceptance of the design by the stakeholders	5	T+4 months
4	Configuration and Development of NLP Marine Module as per SRS	10	T+6 months
5	Finalization and on-boarding of all the Latch-on applications as per the agreement signed with IPA	5	T+8 months
5	UATs	5	T+10 months
6	Training & Pilot implementation	5	T+11 months
7	Go Live	10	T+12 months
8	Stabilization & fine tuning	10	3 months from Go Live (final)
9	O&M	40	Equal payout in quarters at quarter end

Part B: On-actual payments

- Indicative list of Latch-on functionalities is given in annexure VII of Volume 2. The bidder needs to estimate based on 50 Latch-on applications for the commercials as part of this scope of work in the RFP. However, if during implementation it is realized that a functionality is not being integrated as a latch-on and is made available through API integration, then the bidder shall be paid as per the discovered unit rate per API integration.
- Additionally, if the bidder, during the project duration, plans to integrate latch-on applications beyond 50, then the bidder will be paid on actuals. For additional latch-on applications, beyond 50, the bidder can raise a single invoice for all the additional latch-on applications.

Note:

All payments shall be mark at actuals against accepted deliverables along with supporting invoices and documentation as needed by IPA in accordance to the SLA compliance.

* Bidder shall be procuring all the requisite licenses, software/hardware on behalf of the IPA, in the name of IPA. .

*All warranties, Guarantees of Hardware, software, license shall be in the name of IPA & if not; the

successful bidder shall get this assigned in favour of IPA from OEM/supplier

*Only when the deliverables are approved by Purchaser, shall the invoice be raised

*The bidder will be expected to provide these components at the discovered unit rate as per the price bid for TWO years or GO-Live of the project, whichever is later.

7 Liquidity Damage (LD)

The service provider (SP) shall ensure timely completion of the milestones mentioned above. There shall be a penalty @ 0.5% of the contract value for delay of each week or part thereof subject to a maximum of 10% of contract value in non-achieving the milestones of work order unless such delay is duly approved by IPA.

8 Roles & Responsibilities

8.1 Bidder

- i. Preparation of Detailed Project Plan in line with the overall plan provided in the tender. The same must be prepared in consultation with IPA.
- ii. Study of the existing systems of the stakeholders and their requirements, optimize their requirements, design a suitable community system,
- iii. Get required space in cloud from reliable and secure cloud service provider,
- iv. Develop, test, integrate with the existing system after upgrading it suitably,
- v. Establish Help desk
- vi. Train, implement, Go live
- vii. Fine tune the system and stabilize
- viii. Operation, administration and maintenance of the system
- ix. Meet the defined SLAs for the performance of the system.
- x. Addressing technology obsolescence by appropriate upgradation, replacement and / or replenishment of systems deployed
- xi. Establish a DR site and operationalize it,.
- xii. Keep all system software i.e. OS, antivirus, office applications etc., for Servers, PCs etc. at Data Centre and various locations, up to date by installing regular upgrades / patches.
- xiii. Rectification of system software problems due to crashing or malfunctioning of the OS, RDBMS or front end within the time limits to meet the SLAs as defined in tender.
- xiv. Provide necessary support for the resolution of bugs, patches & upgrades of the software solution.
- xv. Provide necessary manpower for managing the Change Requests.
- xvi. Design various manuals like User manual, Trouble Shooting manual etc. for the system.
- xvii. Maintain the business continuity.
- xviii. Deploy requisite manpower and infrastructure for the digitization of the existing data.
- xix. Deploy the required manpower to manage the operations.
- xx. Ensuring the SLAs for downtime of system, software development / customization, procurement and delivery of hardware & networking equipment.
- xxi. Management and quality control of all services and infrastructure.
- xxii. Any other services which is required and mentioned in the contract for the successful execution of the project.
- xxiii. Regular Backup as per the schedule and Disaster Recovery.
- xxiv. Generation of MIS reports as per the requirements.
- xxv. Generation of the report for the monitoring of SLAs
- xxvi. Meet the defined Technical Specifications for the IT Infrastructure including Hardware and networking equipment keeping in mind the application and future requirements of IPA or its

8.2 IPA & stakeholders of communities:

- i. Coordinate with the bidder and the various working groups of stakeholder community throughout the project to ensure that the deliverables as per the scope of works are realized.
- ii. Provide adequate space at the IPA's or other locations at site for setting up of infrastructure, software development and other activities to be carried out by the bidder.
- iii. Finalize cloud space based on the recommendations of the bidder and make it operational at the earliest.
- iv. Coordination among the stakeholders of the community for providing necessary information for the study and development / customization of the required solution by the bidder.
- v. Participate in the design review along with the working groups of the stakeholders to ensure that the designing of the system is adequate to meet the requirements.
- vi. Coordinate with bidder for conducting workshops for the stakeholders of the community for change management.
- vii. Assist in Conduct of UAT along with the working groups of the stakeholder community and give feedback to the bidder for making corrections as required.
- viii. Issuing the acceptance certificate on successful completion of testing.
- ix. Issuing necessary operational instructions/ guidelines to the user community before go-live
- x. Review the functioning of the help to ensure that frequent problems are resolved and communicated.
- xi. Releasing stage payments as pre-schedule on completion of pre-defined milestones promptly
- xii. Monitoring of overall timelines, SLAs and calculation of penalties accordingly.
- xiii. Any other requirements that could arise during operations for effective governance and to meet any administrative requirement.
- xiv. Effectively communicate the status of the project to all the stakeholders including Govt. agencies.

9 Formats for submission of technical bids

The bidders are required to respond to the tender using the forms given in this section and all documents supporting Proposal Evaluation Criteria.

9.1 PQ Form 1 - Supporting Information for Pre-Qualification Conditions

The Bidder is required to fill relevant information in the format given below. The pre-qualification bid must contain documentary evidences and supporting information to enable Owner to evaluate the eligibility of the Bidder without ambiguity.

1. Information of the Bidder

S. No	Criteria	Pre-qualification Criteria description	Supporting Document	Response (Yes / No)	Reference in Response to Pre-Qualification Bid (Section # and Page #)

9.2 PQ Form 2 - Certificate of Conformity/ No Deviation

<<To be submitted on the Company Letter head of the Lead Bidder>>

Date:

To
Managing Director,
Indian Ports Association,
1st Floor, South Tower, NBCC Place,
Bhishma Pitamah Marg,
Lodhi Road, Institutional Area,
New Delhi – 110003

1. This is to certify that, the specifications of the solution which I/ We have mentioned in the Technical bid, and which I/ We shall deliver if I/ We am/ are awarded the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement/specifications.
2. Also, I/ we have thoroughly read the tender and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.
3. I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

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

9.3 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,
 Bhishma Pitamah Marg,
 Lodhi Road, Institutional Area,
 New Delhi – 110003

Dear Sir,

We have examined the books of accounts and other relevant records of <<Bidder / consortium Partner Name 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 and Net worth for the three years i.e. from FY 2016-17 to FY 2018-19 are as per details given below:

Information from Balance Sheets (in Indian Rupees)			
	2016-17	2017-18	2018-19
Annual Turnover			
Networth			

(Signature of the Chartered Accountant/Statutory Auditor)

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

9.4 PQ Form 4 - Proforma for EMD

To,

WHEREAS(Name of Bidder) hereinafter called "The Bidder" has decided to participate in the tender number, hereinafter called "Tender" published by Indian Ports Association, hereinafter called "IPA".

AND WHEREAS it has been stipulated by you in the said Tender that the Bidder shall furnish you with a Demand Draft or Pay Order or Bank Guarantee (of Nationalized Bank) for the sum specified therein as Security Deposit for compliance with the Bidder's obligations in accordance with the Tender.

AND WHEREAS we have agreed to give the Bidder a guarantee

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of Rs. _____/- (Rupees <in words> only) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default of the tender conditions and without cavil or argument any sums within the limit of Rs. _____/- as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein. This guarantee is valid until theday of.....202....

"Notwithstanding anything contained herein: liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only.
- This bank guarantee shall be valid up to <Insert Expiry Date>
-

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date> failing which our liability under the guarantee will automatically cease.

(Signature and Seal of Bank)

Date: _____

Address: _____

Witness: _____

9.5 PQ Form 5 - Details of Experience of Bidder in Various projects

As per the format below, the bidder shall provide information for each project on similar assignments required for pre-qualification and technical evaluation criteria.

Sr. No.	Please refer <sec 4.5 Prequalification Criteria & Schedule 1 Evaluation criteria>	
	Name of the Organization - <<Name of the Bidder / Consortium Member that have executed / executing the project>>	
	Parameter	Details
General Information		
1.	Customer Name	
2.	Status of the customer: Government/Private/ Others please specify	
3.	Name of the contact person and contact details for the client of the assignment	
4.	Whether client visit can be organized	(YES / NO)
Project Details		
5.	Name of the Project	
6.	Type of project	<ul style="list-style-type: none"> a. Port Community System b. Trade Community System c. National Single Window for Exim trade, d. Cargo Community System, e. Maritime and Port Single Window f. Any other community System (please specify)
7.	Geographical Coverage (No. of Ports/ locations the project covers)	
8.	Does it cover a National Community? Indicate the country	
9.	Does it cover a Regional Community? (Indicate the Region and the countries covered)	
10.	Start Date and End Date	
11.	Date of Go-Live	
12.	Current Status (Live / completed / on-going / terminated / suspended)	

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Sr. No.	Please refer <sec 4.5 Prequalification Criteria & Schedule 1 Evaluation criteria>	
	Name of the Organization - <<Name of the Bidder / Consortium Member that have executed / executing the project>>	
	Parameter	Details
Financial details of the project (value in millions. Specify the currency and exchange rates)		
13.	Order Value of the project in millions	
14.	Capital Expenditure involved	
15.	Cost of services provided by the bidder	
16.	Cost of services provided by the partners if involved	
17.	Recurring charges/ annum	
18.	Revenues from PCS Operations (in millions)	2016-17 2017-18 2018-19
Features of the Project:		
19.	Scope of the Project:	<ul style="list-style-type: none"> • Study of the system • Optimization/ re- engineering • Design of the solution • Development / customization • Integration with existing system • Integration with external systems • Mobile apps development • Training & Implementation • Operation and maintenance services • Others PI specify
20.	Mode of development	<ul style="list-style-type: none"> • Message exchange hub • Intelligent message transfer • Data repository (storage & retrieval) • Workflows for common processes • Web services • Mobile Apps
21.	Message standards/ protocols	<ul style="list-style-type: none"> • EDIFACT standards • Xml • CSV/ Text formats • Other proprietary standards

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Sr. No.	Please refer <sec 4.5 Prequalification Criteria & Schedule 1 Evaluation criteria>	
	Name of the Organization - <<Name of the Bidder / Consortium Member that have executed / executing the project>>	
	Parameter	Details
22.	List of software components used in the solution. Please indicate the OEM, product and version details. If it is open source please indicate accordingly.	<ul style="list-style-type: none"> • O/S • RDBMS • Middle tier • App server • Web server • Translation software
23.	Mobile Apps in the Project	designing, developing and integrating mobile applications on diverse platforms (Android, iOS, Windows, etc.)
24.	List of stakeholders in the community using this solution	<ul style="list-style-type: none"> • Ports • Terminals • Shipping Lines • CFS / ICD • Multi-modal operators/ Consolidators • Shipping agents/ Freight forwarders • Any other allied agencies, pl specify
25.	Hosting model	<ul style="list-style-type: none"> • Cloud • On premise data centre
26.	IT infrastructure management	<ul style="list-style-type: none"> • Design of IT infrastructure including sizing of hardware components • Installation & commissioning • Operation, administration & maintenance • Security Management
27.	Investment model	<ol style="list-style-type: none"> a. Invested by Customer fully b. Invested by Customer partly c. Invested by Operator / DBFIOT etc. d. Other models, please specify
28.	Detailed description of the Project & the services provided by bidder	
29.	:Documentary Proof attached duly	

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Sr. No.	Please refer <sec 4.5 Prequalification Criteria & Schedule 1 Evaluation criteria>	
	Name of the Organization - <<Name of the Bidder / Consortium Member that have executed / executing the project>>	
	Parameter	Details
	notarised.:	

Certification: I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe the Projects implemented by our Company.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

(Name and address of the bidder)

(Company Seal)

9.6 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/Lead members" which expression shall include its successors);

And

M/s a Company incorporated under the laws of and 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 of and 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.

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2. M/s.shall act as Bidder for self, and for and on behalf of M/s (Second Member) and () (third member). Further, the bidder is authorized to incur liabilities and receive instructions for and on behalf of any or all members 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 Bidder/lead member	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. It is expressly agreed by the Members that all the due payments shall be made by the Owner to Lead Bidder only.
8. 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.
9. 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.
10. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by IPA
11. 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.
12. 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.

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<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)Lead member</p> <p>(Signature of authorized representative)</p> <p>Name:</p> <p>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)</p> <p>Name:</p> <p>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)</p> <p>Name:</p> <p>Designation:</p>

9.7 PQ Form 7 - Details of ineligibility for corrupt or fraudulent practices / blacklisted with any of the Government or Public Sector Units or Local Governments

<<On the letterhead of the Bidding Organization>>

<<In case of consortium, separate certificates to be submitted from respective authorized representatives>>

Date:

To

Managing Director, Indian Ports Association,
1st Floor, South Tower, NBCC Place,
Bhishma Pitamah Marg,
Lodhi Road, Institutional Area,
New Delhi – 110003

Subject: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government or Public Sector Units or Local Governments in India

Dear Sir,

In response to the tender No. _____ Dated _____ for "<>", I/ We hereby declare that presently our Company/ Firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body. We further declare that presently our Company/ firm _____ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

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

9.8 Tech Form 1 - Technical Bid- Covering Letter

<<On Bidder / Lead Bidder Letterhead>>

Date:

To

Managing Director, Indian Ports Association,
1st Floor, South Tower, NBCC Place,
Bhishma Pitamah Marg,
Lodhi Road, Institutional Area,
New Delhi – 110003

Subject: Response to Request for Proposal (RFP) for “Design, development, integrate, implement, operate and maintain National Logistics Portal ver 1.0”

Dear Sir,

1. We hereby request to be qualified with the IPA as a bidder for<Project Title> against Tender No. <>. I / We declare that all the services shall be performed strictly in accordance with the tender documents and we agree to all the terms and conditions in the tender.
2. I / We confirm that I / we am / are withdrawing all the deviations, counter clauses, proposed modifications in the Scope of work, Terms and Conditions, Functional Requirement Specifications and Technical Specifications which may have been mentioned in our proposal.
3. We authorize IPA or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by IPA to verify statements and information provided in this application or regarding our competence and standing.
4. The names and positions of persons who may be contacted for further information, if required, are as follows:
Name: _____
Designation: _____
Telephone: _____
E-mail id: _____
5. We declare that the statements made and the information provided in the duly completed application to best of our knowledge, are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished with this application and statements made therein are not true, incomplete or incorrect, we hereby authorize IPA to reject our application.
6. We confirm having submitted the information as required by you in Qualification Criteria. In case you require any other further information / documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

7. We undertake, if our proposal is accepted, to provide all the services related to this tender put forward in the bid document or such features as may subsequently be mutually agreed between us and IPA or its appointed representatives.
8. We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of 180 (one eighty) days from the date fixed for bid opening and it shall remain binding upon us with full force and virtue. Till a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and IPA.
9. We hereby declare that in case the contract is awarded to us, we shall submit Performance Bank Guarantee equivalent to 10% of total contract value as quoted in the commercial bid in the form prescribed in the tender.
10. I/We understand that IPA reserves the right to reject any application without assigning any reason thereof.
11. I/We hereby undertake that I/We have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
12. All the prices mentioned in our Tender are in accordance with the terms as specified in the tender documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 (one hundred and eighty) calendar days from the date of opening of the Bid.
13. We here by confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
14. We understand that the actual payment shall be made as per the existing tax rates during the time of payment.
15. We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to/decrease from the scope of work under the contract.
16. I/We do hereby confirm to deliver the latest versions of the software and hardware as available on the date of delivery on mutually agreed terms, that addresses the requirements of IPA, pursuant to the Request for Proposal (tender) document relating to providing of the community solution and associated software components, Implementation, training and maintenance services, Information Technology Infrastructure and System Integration services to IPA at the same cost committed in the commercial proposal.
17. We shall size the hardware, all other equipment and software based on information provided by IPA in its tender document, past experience of similar implementations, best practices followed elsewhere and in accordance with the expected tender and Service Level requirements and assure IPA that the required sizing shall be accounted in the commercial bid. However, if the sizing of any of the proposed solutions is found to be inadequate in meeting the tender and the Service Level requirements given by IPA, then we shall upgrade the proposed solution without any additional cost to IPA.
18. We further reconfirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.
19. In case you require any other further information/documentary proof before/during evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

20. We declare that our Bid Price is for the entire scope of the work as specified in the tender document. These prices are indicated in Commercial Bid submitted as part of the requirements of Tender.
21. I/We do hereby undertake that commercial proposal submitted by us is inclusive of all the items in the technical proposal and is inclusive of all the clarification provided/may be provided by us on the technical proposal during the evaluation of the technical offer. We understand and agree that our commercial proposal is firm and final and shall any clarifications sought by you and provided by us would not have any impact on the commercial proposal submitted by us.
22. Our commercial proposal shall be binding up on us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.
23. We understand you are not bound to accept any Proposal you receive.
24. We here by declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.
25. I/We shall disclose any payments made or proposed to be made to any intermediaries (agents, etc.) in connection with the bid.
26. It is hereby confirmed that I/We are entitled to act on behalf of our company/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.
27. We declare that we have read through the Tender document, all related clarifications and corrigendum.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

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

9.9 Tech Form 2 - Particulars of the Bidder (please fill separate sheet for each consortium member)

SI No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	In case of consortium, please indicate name of Lead Member/Bidder	
C	Incorporation status of the firm (public limited /private limited, etc.) – (submit copy of Documentary Proof)	
D	Year of Establishment	
E	Date of registration	
F	ROC/MCA Reference No.	
G	Details of registration with appropriate authorities for Goods & Services Tax (GST) alongwith documentary evidence	
H	Name, Address, email, Phone nos. And Mobile Number of Contact Person	

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Company Seal :

Business Address :

9.10 Tech Form 3 - Profile of Proposed Resources ¹

<<Name of the Bidder / Consortium Member >><Please refer Schedule 1 Evaluation criteria B1 to B9

1.	Name of the employee	
2.	Designation	
3.	Date of Birth	
4.	Nationality	
5.	Qualifications	
6.	Yrs. of relevant experience	
7.	Professional Certifications	Note: Please attach copies of relevant certificates
8.	Languages known (R,W,S)	
9.	Employment Record	<i>(Starting with present position list in reverse order)</i>
10.	Details of projects	<i>(Give an outline on the experience most pertinent to tasks mentioned in the project) Maximum of 5 projects vide Table in Page</i>
11.	Name of Project	
12.	Client(s)	
13.	Year	
14.	Location	
15.	Salient features of project	
16.	Role assigned	
17.	Activities performed	

(SI No 11 to 17 may be repeated for each project)

I, certify that to the best of my knowledge and belief, this bio-data correctly describes myself, my qualifications, and my experience.

Date:

Place

Signature of the employee

Authorized Signatory

¹This format shall be submitted for all the resources as listed in Section 9 of this tender. Refer Schedule 1 B1 to B9 of Evaluation criteria

9.11 Tech Form 4—Overview of the proposed solution

The Bidder is required to describe the proposed solution in this section. The solution shall be evaluated on the following broad parameters. IPA reserves the rights to add, delete, or modify these parameters at any time during the tender process, without assigning any reasons whatsoever and without being required to intimate the bidders of any such change.

- Clear articulation and description of the design of the solution, functionalities and technical features and various components of the solution
- Extent of compliance to functional and technical requirements specified in the scope of work in vol II and in accordance with the best practices.
- Options for boot strapping the proposed solution with the existing PCS ver 1x, and upgrading the existing version functionally and technically to suit the proposed solution.
- How the proposed solution would pave the way for ease of doing business in the country.

The bidder shall provide **detailed design** for the following listing all assumptions that have been considered:

- Solution details including proposed community solution, the proposed modules for individual stakeholders, mobile interface, any other solution component required to meet IPA's functional and technical requirements
- By means of diagrammatic / pictorial representations, the bidder should provide complete functional and technical architecture of the proposed solution.
- Details of any third party solution, their description and purpose (if proposed).
- Capabilities of the proposed solution to address the functional requirements
- Details and calculations where possible on the estimates made on sizing the IT infrastructure (servers, storage, network components)
- Technical coverage of solutions (Servers, Database, Test environment etc.) including proposed IT landscape. Bidder should mention any specific requirements related to their solution (Network bandwidth, security components etc.)
- Functional requirement compliance sheet as per Functional Requirements in tender Volume II
- Technical requirement compliance sheet as per Technical Requirements in tender Volume II
- Bill of Material for proposed solution and hardware Components
- Database design considerations
- Application Security Architecture
- Disaster Recovery site details and approach
- Data Migration approach
- Testing approach

9.12 Tech Form 5 - Approach & Methodology

1. The approach & methodology of the bidder to execute the project to meet the requirements specified within the time frame shall be clearly described indicating the following:
 - The bidder's understanding of the vision, objectives and deliverables of the project;
 - Plans for carrying out the activities to cover the entire project;
 - Risk identification and mitigation plan
 - Use of global best practices for the design and management of the community system;
 - Approach to the
 - study of the community stakeholders' processes;
 - optimization of processes to minimize exchanges and eliminating non-value adding activities;
 - freezing of common processes for the community stakeholders
 - Quality management plan covering methodologies for
 - process design, design review, verification & validation
 - development – proto types, testing & quality control
 - internal acceptance and review mechanism for deliverables
 - operations and maintenance
 - recording and resolution of problems.
 - Proposed tools and processes which will be followed by the bidder during project implementation
 - Knowledgebase, best practices and tools that will be used by the project team;
 - Proposed User Acceptance criteria for deliverables
 - from imparting similar kind of training for users in an organization similar to the Owner based on bidder's prior implementation experience in the same
2. Detailed methodology and approach provided for training of the different stakeholders of the community indicating the type of training sessions, optimum batch sizes etc.
3. Best practices for Change Management initiatives for the stakeholders;
4. Opportunities for improvement over and above what is laid down in the tender document.
5. Overview of support methodology offered during Warranty, AMC and Operation & Maintenance phase

9.13 Tech Form 6 - Project Plan & Deployment of Personnel

Bidder should propose comprehensive project plan for implementation, meeting tender requirements. (Bidder may propose a timeline equal to or lesser than that of mentioned in the tender). Bidder should articulate how proposed approach and methodology, proposed project plan, proposed teams, domain experts and specific capabilities deployed shall meet the requirements of IPA or its Nominated agencies / Partners (As specified in Volume I and Volume II)

S. No	Item of Activity	Week-Wise Program					
		W1	W2	W3	W4	W5
1	Activity 1						
1.1	Sub-Activity 1						
1.2	Sub-Activity 2						
2	Activity 2						
	..						
3	Activity 3						
3.1	Sub-Activity 1						
3.2	Sub- Activity 2						

- Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other milestones such as Bidder approvals. For phased assignments indicate activities, delivery of reports, and milestones separately for each phase.
- Duration of activities shall be indicated in the form of a bar chart.

Note: The above activity chart is just for the purpose of illustration. Bidders are requested to provide detailed activity & phase wise timelines for executing the project with details of deliverables & milestones, dependencies of activities to each other etc. as per their proposal.

9.14 Tech Form 7 - Format of Deployment of Personnel

- The Bidder shall provide a detailed resource deployment plan in place to ensure that technically qualified staff is available to deliver the project.
- The Bidder shall provide the summary table of details of the manpower that will be deployed on this project along with detailed CVs of key personnel
- Bidder shall mention proposed Governance structure including designation of representatives in the Governance structure for the project
- Bidder shall provide escalation matrix and interaction frequency with IPA or its nominated agencies/ stakeholders and its representatives.
- Resource mobilization and deployment plan as per project plan shared
- Roles and Responsibility of deployed team members
- Bidders may propose any additional role and profile as per their experience in same format
- Replacement mechanism to bring new team members due to attrition or reasons beyond the control of successful bidder

No.	Name of Staff	Education Qualification and Designation	Area of Expertise Role	Deployment Period (In Months)						Total Man-Months Proposed	Full Time/ Part Time
				M1	M2	M3	M4	M5	N		
1											
2											
3											

9.15 Tech Form 8 - Unpriced Bill of Material

The Bidder shall provide the proposed Bill of Material (BoM) here. Bidder must refer to the BoM provided in the Volume II of this tender, and must reproduce the same here. Kindly note that any additional items required should be clearly mentioned under ‘additional line items’ category towards the end of this table, and a lump sum price of all additional items should be quoted for in the commercial bid as such. Also note that details of the make/brand and model against each line item, wherever applicable, should be mentioned. The bid can be considered non-responsive in the absence of such details. Once the bidder provides this information in the submitted bid, the bidder cannot change it with any other component / equipment etc. of lower specifications / performance; it can only be upgraded at the time of actual deployment/installation. The Bidder may add any additional line item (with adequate details) in the proposed BoM table below (towards the end of the table), that may be required to fulfil the tender and project requirements in totality. The Bidder may provide a lump sum price for any additional item(s) that may be required to fulfil the RFP and project requirements in totality, towards the end of the table. Kindly note that the indicative/estimated quantity provided in the RFP shall be used for evaluation purposes; however the payment would be done on actual usage basis.

8.15.1 Tech Form 8.1 – Unpriced Bill of Material for all components (Software, hardware, network, security, etc)

Unpriced Bill of Material						
SI #	BoM Line Item	Unit of measurement	Quantity Proposed	Make / Brand	Model Details	Full Compliance with RFP Requirements (Yes / No)

8.15.2 Tech Form 8.2 – Information about all software components being proposed

S. No.	Software Component	Product Name version and technology	Module	Sub-module	Function / Purpose of the line item
A	<Module1>				
B	<Module2>				
A	<Module1>				
B	<Module2>				
Bidder to add lines as required					

9.16 Tech Form 9 - Details of Experience of Bidder in Various projects

Please use the Tech Form 5 for filling in the project details for the evaluation criteria.

Certification: I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe the Projects implemented by our Company.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

(Name and address of the bidder)

(Company Seal)

9.17 Tech Form 10 - Manufacturers Authorization Form (For Hardware Equipment, as applicable)

<<To be submitted on the Company Letter head of the OEM>>

[Date]

To
Managing Director, Indian Ports Association,
1st Floor, South Tower, NBCC Place,
Bhishma Pitamah Marg,
Lodhi Road, Institutional Area,
New Delhi – 110003

Sub: Authorization of <company name of Bidder> to Provide Services Based on Our Product(s)

Sir,

1. This is to certify that I/We am/are the Original Equipment Manufacturer in respect of the products listed below. I/We confirm that <name of Bidder> have due authorization from us to provide services, to IPA, that are based on our product(s) listed below as per Request for Proposal (tender) document relating to “Design” to IPA. We further endorse the warranty and contracting terms provided by bidder to IPA.
2. I/We are the Original Equipment Manufacturer in respect of the products listed. I/We do hereby undertake that our products being installed by <Bidder Name >, pursuant to the Request for Proposal (tender) document relating to providing of the Enterprise Business System, Implementation, Information Technology Infrastructure and System Integration services to IPA, shall be inspected to ensure they are installed, commissioned and supported to the best of the operating characteristics of these applications equipment.
3. I/We also undertake that we shall
4. provide support to IPA in quality of deliverables and in ensuring that the solution is implemented in the best of ways by exploiting all the capabilities offered by the solution, to meet the requirements of IPA.

S. No.	Product Name	Remarks

Yours faithfully,

Authorised Signatory
Designation
OEM's company name
CC: Bidder's corporate name

9.18 Tech Form 11 - Format for Power of Attorney to Authorize Signatory

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s. _____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorise Mr. or Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project _____ (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with _____ (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of _____, _____ and _____.

Dated this the _____ day of _____ 2020

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- a. *To be executed by all the members individually.*
- b. *The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

9.19 Tech Form 12 - Format for Power of Attorney for Bidder of Consortium

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]

Whereas _____ has invited RFP response for _____ (Name of the Project)

Whereas, the Members of the Consortium comprising of M/s. _____, M/s. _____, M/s. _____ and M/s. _____ (the respective names and addresses of the registered offices to be given) are interested in bidding for the Project and implementing the same in accordance with the terms and conditions contained in the RFP Documents.

Whereas, it is necessary for the members of the Consortium to designate one of them as the Bidder with all necessary power and authority to do, for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's RFP response for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s. _____ and M/s. _____ and M/s. _____ hereby designate M/s. _____ being one of the members of the Consortium, as the lead member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's RFP response for the Project, including submission of the RFP response, participating in meetings, responding to queries, submission of information or documents and generally to represent the Consortium in all its dealings with Client or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding till the Project Agreement is entered into with Client and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us or Consortium.

Dated this the _____ day of _____ 2020

(signature)

(Name in Block Letter of Executant) *[seal of Company]*

Witness 1

Witness 2

Notes:

*To be executed by all the members individually, in case of a Consortium.
The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

9.20 Tech Form 13: Compliance for requirement specifications

Bidder is expected to upload compliance sheet for each of the requirements as provided in ANNEXURE of Volume II of this tender in the format specified.

Tech Form 13.1 Functional Requirements Specifications (Refer to Vol 2 annexure for details)

Sr. No.	Description of Requirement	Compliance (Yes/No)	Compliance type (STD / CUS / DEV)	Product Name with version	Sub-module (if applicable)

Tech Form 13.2: Technical Requirements Specifications (refer to Vol 2 annexure for details)

Sr. No.	Description of Requirement	Compliance (Yes/No)	Details of Reference Document for verifying compliance	Reference Page No

10 Sample Forms

10.1 Sample Form 1: Tripartite agreement for Cloud Service Provider (This is required if and only Cloud Service provider is consortium partner.)

DRAFT MODEL TRIPARTITE AGREEMENT (amongst (OWNER)..... (bidder) &.....(Cloud Service Provider/ SUB CONTRACTOR) for providing Cloud Services.

This Agreement is entered onday of 20.... among Constituted by and having its registered office at..... (Hereinafter called the "Owner)", of the one part AND , a company incorporated under the Companies Act 1956 and having its corporate office at..... SELECTED Bidder FORPROJECT i.e., Party engaged by Vide LOI No: and detailed order no.(herein referred to as the "Contract") for "Design Operation and Maintenance of community system and related Services incidental thereto as specified in the Services/ Scope of Work in Volume II of the said Contract (hereinafter referred to as "Bidder or (name of bidder) which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of the second Part. AND a company incorporated under the Companies Act 1956 and having its corporate office at..., being a CLOUD SERVICE PROVIDER for the referred..... PROJECT engaged for Providing, Cloud Services Connectivity incidental thereto as specified in the Services/ Scope of Work in the agreement between (Bidder) and (Owner) (hereinafter referred to as "CLOUDSERVICE PROVIDER (CSP))" which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of the third Part. "..... (Owner)", "..... (Bidder)" and "..... CLOUDSERVICE PROVIDER (CSP))" are individually referred as "Party" and collectively as "Parties". WHEREAS (Owner), the party of the first part has contracted (Bidder), the second party, for Turn Key Implementation of..... at (Hereinafter referred to as "The Project") vide its Contract No..... WHEREAS as per the requirements of the project (Owner) requires these services for successful implementation of the project. WHEREAS (Bidder), in order to service its obligation under the above mentioned tender to the full satisfaction of the Owner, had proposed "..... (CLOUDSERVICE PROVIDER (CSP))" as a service provider vide their letter/ offer no dated and now agrees to associate with(CLOUDSERVICE PROVIDER (CSP)) for execution of the part of the order, to provide support services as detailed in the purchase Order (Bidder) and/or indicated in of this agreement to be the responsibility of(CLOUDSERVICE PROVIDER (CSP)), namely, related to required Cloud services for the project.

WHEREAS the Bidder has done the due diligence with respect to the capabilities, technical or otherwise, of(CLOUDSERVICE PROVIDER (CSP)) for providing the required type of connectivity and services within time frame, quality, security and reliability level as envisaged in the tender / SRS before recommending their name. WHEREAS the bid price quoted by (Bidder) for Cloud (Network services, Internet Bandwidth and connectivity) and Related Services ("Service") at locations as specified in CONTRACT (hereinafter referred to as the "Locations") for the purpose of utilization by the (Owner) and their respective subsidiaries and affiliates as specified in the CONTRACT No.....to(Bidder) placed by (Owner), is passed through to (CLOUDSERVICE PROVIDER (CSP)) in accordance with the bid proposal datedsubmitted to(Owner) by(Bidder), and the Terms & Conditions and SLA of(Owner) with (CLOUD SERVICE PROVIDER (CSP)), for carrying out the networking and Related Services. WHEREAS (CLOUD SERVICE PROVIDER (CSP)) has Category 'A' ISP license having its network spread across India. The Purchase Order placed vide/to be placed by (Owner) to

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(CLOUD SERVICE PROVIDER (CSP)) shall form an integral part of this agreement. (Bidder), shall be responsible for (i) coordinating /entering into a tripartite agreement with the NSP along with the Owner (ii) getting the work executed by the NSP as per the Contract for Bandwidth as well as SLA's (iii) the replacement, if any, of the NSP without changing any penalty/LD criteria. However the new NSP has to meet the qualification criteria. Any breach or failure to fulfil the obligations as mentioned in the Tripartite Agreement which has a material impact on the performance of the Contract shall be treated as a breach of the terms of 'The Contract'. WHEREAS by virtue of this agreement, the parties..... (Bidder) and..... (CLOUD SERVICE PROVIDER (NSP)) bind themselves to the terms & conditions that are embedded in the contract between the first two parties.

Now these presents witness and it is hereby agreed by and between the parties hereto as follows:

1. APPLICATION

This Agreement details the general terms and conditions for the provision of the Services to be rendered by (CLOUD SERVICE PROVIDER (NSP)) [as per CONTRACT placed vide..../to be placed by Owner] and by(Bidder) [as per CONTRACT No.with.....(Owner)]. Upon signing the scope, duration and other services to be so rendered under this Agreement the parties agree to accept and be bound by these terms and conditions.

2. PROVISION OF SERVICE

- i. The provision of the Services is subject to these terms and conditions stated in this Agreement. Where..... (CLOUD SERVICE PROVIDER) shall accept the Order from..... (Owner),..... (CLOUD SERVICE PROVIDER) shall provide the Services required by..... (Owner), and by (Bidder) on behalf of (Owner), within a timeframe, quality, security and reliability level agreed with between (Owner), (CLOUD PROVIDER) and..... (Bidder). The Bidder shall provide. (CLOUD PROVIDER) with a complete network diagram of the set-up along with the details of connectivity at the Locations and services will be provisioned to the..... (OWNER) accordingly. It is the responsibility of BIDDER, to ensure and of (CLOUD SERVICE PROVIDER) to provide proper network monitoring and network management as per SLA like uptime, proper bandwidth etc. and to submit the SLA performance report of the (CLOUD SERVICE PROVIDER) to the (OWNER) on monthly/as and when required basis.
- ii. The network links will be provided by..... (CLOUD SERVICE PROVIDER) and the BIDDER will monitor and report any problems on behalf of..... (CLOUD SERVICE PROVIDER) to(OWNER).
- iii. Where it is necessary, due to materiel breach by the CLOUD SERVICE PROVIDER, the PURHASER shall instruct the BIDDER to replace the (CLOUD SERVICE PROVIDER) with another CLOUD SERVICE PROVIDER. In case of replacement of CLOUD SERVICE PROVIDER, the BIDDER shall terminate forthwith all agreements/contracts other arrangements with such NETWORK PROVIDER and find suitable replacement for such NETWORK PROVIDER to the satisfaction of the (OWNER) at no additional charge. The BIDDER has to execute the contract as per agreed schedule and SLA and as per contractual provision entered between OWNER and BIDDER.
- iv. (BIDDER) shall ensure that Requisite Services from.....(CLOUD SERVICE PROVIDER) for project area (town) are available on time when its own system/worksthat are to be installed/ executed/implemented under PO no.....with (OWNER), are ready for testing & commissioning.
- v. The.....(CLOUD SERVICE PROVIDER) shall not use the establishments and services installed under this agreement for organizations other than (OWNER).

3. SERVICE TERM

The term of the Services is initially for years (as per CONTRACT) from the date of commencement of service, and if required, thereafter, shall be extended from time to time by

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written consent of the parties. The Service Commencement Date shall be set forth in accordance with the Purchase Order placed vide...../to be placed by(OWNER) on (CLOUD SERVICE PROVIDER).

4. TERMINATION OF SERVICE

The Termination of this Agreement and Services shall be as per provisions of Termination clause as appearing in main CONTRACT.

5. RESPONSIBILITIES OF PARTIES

Responsibility of (Owner)	Responsibility of(BIDDER)	Responsibility of..... (SUB-CONTRACTOR)
<ul style="list-style-type: none"> To monitor the project progress against time frame & quality and performance with , quality, security and reliability levels of required services as per agreement with.....(BIDDER) and (CLOUD SERVICE PROVIDER). To disburse the payment to the (CLOUD SERVICE PROVIDER) upon achievement of the SLA on the basis of performance reports/ SLA reports. To provide safe access and conditions to (BIDDER) and (CLOUD SERVICE PROVIDER)'s employees or appointed personnel while in the premises 	<ul style="list-style-type: none"> To arrange through a licensed CLOUD SERVICE PROVIDER, Network services, Internet Bandwidth and connectivity, incidental thereto as specified in the Scope of Work in the agreement between (BIDDER) and (OWNER). The BIDDERS overall liabilities and responsibilities shall in no case be less or more than the liabilities as mentioned in the contract, with respect to 'The Project', executed between the BIDDER and the Owner. Ensuring Timely execution of the part of the order related to required Bandwidth for the project. To provide..... (CLOUD SERVICE PROVIDER) with a complete network diagram of the set-up along with the details of connectivity at the Locations and services provisioned to the..... 	<ul style="list-style-type: none"> To provide Network services, Internet Bandwidth and connectivity, incidental thereto as specified in the Scope of Work as per CONTRACT placed by OWNER to (BIDDER) and (CLOUD SERVICE PROVIDER). To provide the Services (as per SLA) required by(OWNER), and by(BIDDER) on behalf of..... (OWNER), within the timeframe, quality, security and reliability level agreed with between..... (OWNER),..... (CLOUD SERVICE PROVIDER) and (BIDDER). Not to use the establishments and services installed under this agreement for organizations other than (OWNER). To raise direct invoices against the works/services

Responsibility of (Owner)	Responsibility of (BIDDER)	Responsibility of..... (SUB-CONTRACTOR)
	<p>(OWNER) Proper network monitoring and network management as per SLA like uptime, proper bandwidth etc. and submit SLA report to the OWNER on monthly/as and when required basis.</p> <ul style="list-style-type: none"> To monitor and report any problems on behalf of..... (CLOUD SERVICE PROVIDER). To ensure that the (CLOUD SERVICE PROVIDER) comply with all relevant and applicable provisions of the Contract. To obtain and arrange for the maintenance in full force and effect of all applicable government approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary and advisable for the performance of all of the terms and conditions of this Agreement. 	<p>performed, as per the terms of the Purchase Order with OWNER.</p> <ul style="list-style-type: none"> To ensure compliance of Indian Telecom regulation & statutory requirements while performing the works/services under this agreement. To obtain and arrange for the maintenance in full force and effect of all government approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary and advisable for the performance of all of the terms and conditions of this Agreement.

6. INVOICE AND PAYMENT

- i. (CLOUD SERVICE PROVIDER) shall raise direct invoices against the Requisite Services so rendered, as per the terms of the Contract and (OWNER) shall directly make the payment to.....(CLOUD SERVICE PROVIDER) based on the SLA report and confirmation made by..... (BIDDER).
- ii. The other terms and conditions shall remain applicable as per (OWNER's) CONTRACT No..... with (BIDDER).

7. DISPUTES WITH REGARDS TO INCORRECT INVOICING

- i. Disputes with regard to incorrect Invoicing shall be governed by.....(OWNER's) CONTRACT No.with..... (BIDDER).

8. ACCESS TO PREMISES

..... (OWNER) shall allow or obtain the required permission to enable(CLOUD SERVICE PROVIDER) employees or authorized personnel, appointed distributors, agents or subcontractors to enter at all times during the normal working hours of (OWNER) into the premises where the Services are provided for periodical inspection with seven (7) days prior notice, installing, maintaining, replacing and removing equipment hardware and/or software prior to, during and after the provision of the Services, as well as to inspect the network and/or to the

CPE or any other equipment used in or in connection with the Services. The(OWNER) shall render all assistance in this regard and shall provide safe access and conditions for..... (CLOUD SERVICE PROVIDER)'s employees or appointed personnel whilst in the premises. (CLOUD SERVICE PROVIDER)'s employees or appointed personnel shall comply with security and confidentiality policies and procedures while on the (OWNER)'s premises.

9. NOTICES

Any party may deliver notices to the other by personal delivery or by postal delivery at –
(OWNER)

.....
(BIDDER)

.....
(CLOUD SERVICE PROVIDER)

.....
Notices shall be deemed delivered on the date of actual receipt.

10. ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding of the parties related to the subject matter hereof. The agreement may be amended only in writing when it is signed by (CLOUD SERVICE PROVIDER)..... (BIDDER) and.....(OWNER).

11. MISCELLANEOUS

- i. The terms of this Agreement shall not be construed to constitute a partnership, joint venture or employer/employee relationship between the parties. This Agreement along with any other relevant document constitutes the whole of the agreement and understanding between the parties about the subject matter.
- ii. In the event of any provision of this Agreement being held or becoming invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision which will be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose of the deleted provision to the greatest extent possible.
- iii. Headings used in this Agreement are for the convenience and ease of reference only, and shall not be relevant to or affect the meaning or interpretation of this Agreement.
- iv. No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.
- v. Each Party shall obtain and arrange for the maintenance in full force and effect of all government approvals, consents, licenses, authorizations, declarations, filings, and registrations as may be necessary and advisable for the performance of all of the terms and conditions of this Agreement.
- vi. The (CLOUD SERVICE PROVIDER) and (BIDDER) shall ensure compliance of Indian Telecom regulation & all other statutory requirements while performing the works/services under this agreement.

12. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with Indian Law. Subject to arbitration provision stated hereinafter the Courts at Delhi shall have the jurisdiction.

13. ARBITRATION

Any disputes which may arise out of this Agreement, and which cannot be settled in discussions or negotiations between the Parties, shall be referred to the appropriate management or higher authorities of the respective parties to resolve such dispute in good faith. In case no settlement is reached the parties shall refer it to a sole arbitrator appointed and selected by parties. Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other subsequent modifications or enactments thereof. The venue for Arbitration proceedings shall be Delhi. The Arbitration shall be conducted in English Language and the award shall be binding upon all Parties.

14. LIMITATION OF LIABILITY

Limitation & liability with respect to Main Agreement and also this Agreement shall be governed by (OWNER's) Contract with.....(BIDDER). For the sake of clarity the parties agree that this Limitation of Liability shall be a part of overall limitation of liability for the entire scope of work under the contract, with respect to 'The Project', executed between the BIDDER and the Owner.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

For and on behalf of M/s.....

(BIDDER)

(Signature of authorized representative) Name:

Designation:

For and on behalf of M/s.....

(Sub-Contractor)/Cloud Service provider

(Signature of authorized representative)

Name:

Designation:

For and on behalf of

(Owner)

(Signature of authorized representative)

Name:

Designation:

10.2 Sample Form 2 - Performance Bank Guarantee

To

Managing Director, Indian Ports Association,
1st Floor, South Tower, NBCC Place,
Bhishma Pitamah Marg,
Lodhi Road, Institutional Area,
New Delhi – 110003

Whereas, <<name of the bidder and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Design... ..Operation and Maintenance” to IPA (hereinafter called “the beneficiary”).

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the bidder such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total of Rs. <Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>

Notwithstanding anything contained herein:

- Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- This bank guarantee shall be valid up to <Insert Expiry Date>
- It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date> failing which our liability under the guarantee will automatically cease.

"This Bank Guarantee issued by _____ Bank, on behalf of bidder in favor of IPA is in respect of a new Contract dated _____.

As communicated by bidder on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____ only) is outstanding and payable to bidder, in respect of previous contracts between the bidder and IPA

As communicated by the bidder on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any previous contracts between the bidder and IPA. "

10.3 Sample Form 3 - Integrity Pact

This pre-contract agreement (hereinafter called the "Integrity Pact" or "Pact") is made on <<day>> of <<month, year>>, between, on one hand, the President of India acting through <designation and department> IPA or its Nominated agencies/ Partners (hereinafter called the "Owner", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s <<bidder's legal entity >> represented by <<name and designation>> (hereinafter called the "Bidder", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS IPA proposes to engage the bidder for the Design.....Operations and maintenance of the community system project and the bidder is willing to offer/has offered the services and

WHEREAS the bidder a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and IPA or its nominated agencies/ partners is a Ministry/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling IPA or its nominated agencies/ partners to obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the bidder or its nominated agencies/ partners to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and IPA or its nominated agencies/ partners will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of IPA or its nominated agencies/ partners

- 1.1. IPA or its nominated agencies/ partners undertakes that no official of IPA or its nominated agencies/ partners, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The IPA or its nominated agencies/ partners will, during the pre-contract stage, treat all the bidders alike, and will provide to all bidders the same information and will not provide any such information to any particular bidder which could afford an advantage to that particular bidder in comparison to other bidders.
- 1.3. All the officials of IPA or its nominated agencies/ partners will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach
- 1.4. In case any such preceding misconduct on the part of such official(s) is reported by the bidder or its nominated agencies/ partners to the IPA or its nominated agencies/ partners with full and verifiable facts and the same is prima facie found to be correct by IPA or its nominated agencies/ partners, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by IPA or its nominated agencies/ partners and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by IPA or its nominated agencies/ partners the proceedings under the contract would not be stalled.

2. Commitments of bidder

- 2.1. The bidder commits itself to take all the measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1.1. The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the IPA or its nominated agencies/ partners, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.1.2. The bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the IPA or its nominated agencies/ partners or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.
 - 2.1.3. Bidder shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 2.1.4. The bidder further confirms and declares to the IPA or its nominated agencies/ partners that the bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to IPA or its nominated agencies/ partners or any of its functionaries, whether officially or unofficially to the award of the contract to the IPA or its nominated agencies/ partners, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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- 2.1.5. The bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the IPA or its nominated agencies/ partners or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.1.6. The bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 2.1.7. The bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.1.8. The bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the IPA or its nominated agencies/ partners as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.1.9. The bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.1.10. The bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.1.11. If the bidder who is involved in the bid process or any employee of such bidder or any person acting on behalf of such bidder, either directly or indirectly, is a relative of any of the officers of the IPA or its nominated agencies/ partners, or alternatively, if any relative of an officer of IPA or its nominated agencies/ partners who is involved in the bid process has financial interest/stake in the bidder's firm, the same shall be disclosed by the bidder at the time of filing of tender.
- 2.1.12. The bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the IPA or its nominated agencies/ partners.

For the purposes of clauses 2.1.11 & 2.1.12, the listed words shall have the ascribed meanings as follows:

- "Employee of such bidder or any person acting on behalf of such bidder" means only those persons acting on behalf of such Bidder who are involved in the bid process / Project.
- "officers/employee of the IPA or its nominated agencies/ partners", means only those persons who are involved in the bid process / Project.
- "Financial interest/stake in the IPA or its nominated agencies/ partners's firm" excludes investment in securities of listed companies".

The Managed Service Provider shall execute a corporate non-disclosure agreement with IPA in the format provided by IPA and shall ensure that all its employees, agents and sub-contractors involved in the project execute individual non-disclosure agreements, which have been duly approved by IPA with respect to this Project.

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on this the <*> day of <***> 20--- at <***>, India.**

BETWEEN

.....having its office at
----- India hereinafter referred to as 'IPA' or '-----', which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at <***> (hereinafter referred to as 'the Managed Service Provider/MSP' which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'.

WHEREAS:

- 1. IPA is desirous to implement the project of ----- --.
- 2. IPA and Managed Service Provider have entered into a Master Services Agreement dated <***> (the "MSA") as well as a Service Level Agreement dated <***> (the "SLA") in furtherance of the Project.
- 3. Whereas in pursuing the Project (the "**Business Purpose**"), a Party ("Disclosing Party) recognizes that they will disclose certain Confidential Information (as defined hereinafter) to the other Party ("Receiving Party").
- 4. Whereas such Confidential Information (as defined hereinafter) belongs to Receiving Party as the case may be and is being transferred to the Disclosing Party to be used only for the Business Purpose and hence there is a need to protect such information from unauthorized use and disclosure.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of the Implementation

For and on behalf of the Nodal

Agency by: IPA

Agency by:

11 Formats for submission of Commercial Bids

It is mandatory to specify costs in each of the parameters specified below. Based on the requirements of the project, the bidder can decide and quote for the parameters which may be required for their solution implementation purposes. No additional payments shall be made by the purchaser to the bidder apart from whatever is quoted in the commercial formats. All quotes mentioned in the above format should be inclusive of all taxes

11.1 Covering letter for commercial bid

(To be submitted on the Letterhead of the Bidder)

<<On Bidder / Lead Bidder Letterhead>>

Date:

To

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

Sir,

Subject: Response to the Request for Proposal (RFP) for “Selection of Service Provider (MSP) for NLP Marine ver 1.0 Project”

Reference: Tender No: [-----]

Dated: [....]

We, the undersigned Bidders, having read and examined in detail all sections of the RFP document in respect of “**Selection of Service Provider (SP) for NLP Marine ver 1.0 Project**”, do hereby propose to provide the solutions and services as specified in the Tender document number Tender No: IPA/ICTD/NLP/1.0/2020 dated ...<Month + Year>.

1. Price and Validity

All the prices mentioned in our proposal are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this proposal are valid for a period of 180 calendar days from the date of submission of the Proposal.

2. Taxes

We hereby confirm that our proposal prices include all taxes existing as on the date of submission. We have studied the clause relating to applicable Indian Taxes and hereby declare that if any direct/indirect tax, surcharge on such Tax, Professional and any other Corporate Tax in applicable under the law, we shall pay the same. However any variation in tax rates will be adjusted as given/defined in this RFP. IPA shall reimburse GST on actual prevailing rates as on the date of invoice.

3. Tender Pricing

We further confirm that the prices stated in our proposal are in accordance with all requirements, instruction, terms and conditions and procedures included in RFP documents.

4. Qualifying Data

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Bid, we agree to furnish the same in time to your satisfaction.

5. Proposal Price

We declare that our proposal Price is for the entire scope of the work as specified in the Schedule of Requirements and Tender documents. The price quoted will remain firm during the contract period.

6. We hereby declare that our Proposal is made in good faith, without collusion or fraud and the information contained in the Proposal is true and correct to the best of our knowledge and belief.
7. We understand that our Proposal is binding on us during the validity period or the extensions thereof and that you are not bound to accept a Proposal you receive.
8. We confirm that no deviations are attached here with this commercial offer.

Thanking You,
Yours faithfully,

(Signature of the Bidder / Authorized signatory)

Printed Name

Designation

Seal

Date:

Place:

Business Address

11.2 Summary (Part A & B) of Commercial Proposal
Part A: Milestone based payments

Sr. No.	Component	Total price during implementation	Total Price during Operations and Maintenance (O&M)* (Unit Rate B)					Total (O&M price) (B) (B=i+ii+iii+iv+v)	Total Amount (C=A+B)	Total amount in words
			1Year	2 Year	3 Year	4 year	5 year			
			i	ii	iii	iv	v			
1	Design, Development and Implementation for NLP Marine	X								
3	O&M Phase									
3a	Cloud Services		X	X	X	X	X			
3b	Infra OEM		X	X	X	X	X			
3c	Application Support		X	X	X	X	X			
3d	Facility Management		X	X	X	X	X			
3e	Central and Localized Helpdesk		X	X	X	X	X			
3	Sub Total (O&M)									
4	Training & Capacity Building	X	X	X	X	X	X			
5	Manpower – Operations, administration & maintenance	x	X	X	X	X	X			
6	Other Items (Specify)									
7	Total (Sum of components)									
8	GST /Applicable Taxes									
9	Grand Total i.e. Contract price inclusive of all taxes									

Part B: On-actual Payment

S. No.	Component	Total Cost												Total Price (excluding taxes, duties, levies)	GST	Any other taxes, duties, levies	Total Price (including all taxes, duties, levies)
		Implementation		Year 1		Year 2		Year 3		Year 4		Year 5					
		Units	Price	Units	Price	Units	Price	Units	Price	Units	Price	Units	Price				
		1	2	3	4	5	6	C = (1+2+3+4+5+6)						D	E	C + D + E	
1	Latch-on 1																
2	Latch-on 2																
3	Latch-on 3																
...																
...																
50	Latch-on 50																
51	Unit cost of API Integration																
	<add new lines if req>																
	Total																

Contract to Bidder will be for 3 years (1 year development and 2 years O&M). The contract may be extended by IPA for initial 2 years. Bidder to factor in the extension during submission of commercial proposal in bid.

For purpose of QCBS evaluation, IPA would consider the combined quoted cost of above Part A & Part B for 1 (implementation) + 2 (O&M) + 2 (Possible Extension) years.

Authorized signatory on behalf of the bidder:

Full name:

Address:

Seal of the Firm:

10.2.1 Design, Development and Implementation for NLP Marine

S. No.	Component	Total Cost												Total Price (excluding taxes, duties, levies)	GST	Any other taxes, duties, levies	Total Price (including all taxes, duties, levies)
		Implementation		Year 1		Year 2		Year 3		Year 4		Year 5					
		Units	Price	Units	Price	Units	Price	Units	Price	Units	Price	Units	Price				
			1		2		3		4		5		6	C = (1+2+3+4+5+6)	D	E	C + D + E
1	Item 1																
2	Item 2																
3	Item 3																
4	Item 4																
	<add new lines if req>																
	Total																

10.2.2 (a) Cloud Services

S. No.	Component	Total Cost										Total Price (excluding taxes, duties, levies)	GST	Any other taxes, duties, levies	Total Price (including all taxes, duties, levies)	
		Year 1		Year 2		Year 3		Year 4		Year 5						
		Units	Price	Units	Price	Units	Price	Units	Price	Units	Price					
			1		2		3		4		5	C = (1+2+3+4+5)	D	E	C + D + E	
1	Item 1															
2	Item 2															
3	Item 3															
4	Item 4															

	<add new lines if req>													
	Total													

10.2.2 (b) Infra OEM

S. No.	Component	Total Cost										Total Price (excluding taxes, duties, levies)	GST	Any other taxes, duties, levies	Total Price (including all taxes, duties, levies)
		Year 1		Year 2		Year 3		Year 4		Year 5					
		Units	Price	Units	Price	Units	Price	Units	Price	Units	Price				
			1		2		3		4		5	C = (1+2+3+4+5)	D	E	C + D + E
1	Item 1														
2	Item 2														
3	Item 3														
4	Item 4														
	<add new lines if req>														
	Total														

10.2.2 (c) Application Support

S. No.	Component	Total Cost										Total Price (excluding taxes, duties, levies)	GST	Any other taxes, duties, levies	Total Price (including all taxes, duties, levies)
		Year 1		Year 2		Year 3		Year 4		Year 5					
		Units	Price	Units	Price	Units	Price	Units	Price	Units	Price				
			1		2		3		4		5	C = (1+2+3+4+5)	D	E	C + D + E
1	Item 1														
2	Item 2														
3	Item 3														
4	Item 4														
	<add new lines if req>														
	Total														

10.2.2 (d) Facility Management

S. No.	Component	Total Cost										Total Price (excluding taxes, duties, levies)	GST	Any other taxes, duties, levies	Total Price (including all taxes, duties, levies)
		Year 1		Year 2		Year 3		Year 4		Year 5					
		Units	Price	Units	Price	Units	Price	Units	Price	Units	Price				
			1		2		3		4		5	C = (1+2+3+4+5)	D	E	C + D + E
1	Item 1														
2	Item 2														
3	Item 3														
4	Item 4														
	<add new lines if req>														
	Total														

10.2.2 (e) Central and Localized Helpdesk

S. No.	Component	Total Cost										Total Price (excluding taxes, duties, levies)	GST	Any other taxes, duties, levies	Total Price (including all taxes, duties, levies)
		Year 1		Year 2		Year 3		Year 4		Year 5					
		Units	Price	Units	Price	Units	Price	Units	Price	Units	Price				
			1		2		3		4		5	C = (1+2+3+4+5)	D	E	C + D + E
1	Item 1														
2	Item 2														
3	Item 3														
4	Item 4														
	<add new lines if req>														
	Total														

10.2.3 Training & Capacity Building

S. No.	Component	Total Cost											Total Price (excluding taxes, duties, levies)	GST	Any other taxes, duties, levies	Total Price (including all taxes, duties, levies)	
		Implementation		Year 1		Year 2		Year 3		Year 4		Year 5					
		Units	Price	Units	Price	Units	Price	Units	Price	Units	Price	Units					Price
		1	2	3	4	5	6	C = (1+2+3+4+5+6)						D	E	C + D + E	
1	Item 1																
2	Item 2																
3	Item 3																
4	Item 4																
	<add new lines if req>																
	Total																

10.2.4 Manpower – Operations, administration & maintenance

S. No.	Component	Total Cost											Total Price (excluding taxes, duties, levies)	GST	Any other taxes, duties, levies	Total Price (including all taxes, duties, levies)	
		Implementation		Year 1		Year 2		Year 3		Year 4		Year 5					
		Units	Price	Units	Price	Units	Price	Units	Price	Units	Price	Units					Price
		1	2	3	4	5	6	C = (1+2+3+4+5+6)						D	E	C + D + E	
1	Item 1																
2	Item 2																
3	Item 3																
4	Item 4																
	<add new lines if req>																
	Total																

12 Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the eProcurement/ e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the eProcurement site using the “Click here to Enroll” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email-id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/Smart Card to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.

- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However, if the file size is less than 1 MB the transaction uploading time shall be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder shall take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument shall be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 19) The details of the DD/any other accepted instrument, physically sent, must tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid shall be rejected.
- 22) If the price bid format is provided in a spread sheet file like PDF_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/PDF template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.

- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA shall not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system must be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 24) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders must follow this time during bid submission.
- 25) All the data being entered by the bidders must be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered shall not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 26) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 27) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 28) The bidder must logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 29) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 0120-4200462, 0120-4001002 and 8826246593 or send a mail over to cppp-nic@nic.in ; support-eproc@nic.in.
