

Selection of Project Implementation Agency for Design, Establish and Monitor Centre of Excellence for Drones in Andhra Pradesh

Corrigendum 1, Dt: 21/03/2019

Bidders may please note that this corrigendum document is part of this RFQ. The items listed in the corrigendum will supersede the corresponding clauses in RFQ

S. No	Section No	Clause No	Existing Clause	Page No	Revised Clause
1	1.1 Key Dates & Events	14	22/03/2019 at 3:30 PM Last date and time for submission of Proposal (Proposal Due Date)	8	02/04/2019 at 3:00 PM Last date and time for submission of Proposal (Proposal Due Date)
2	1.1 Key Dates & Events	15	22/03/2019 at 4:00 PM Date and time for Prequal cum Technical bid opening in e-procurement	8	02/04/2019 at 4:00 PM Date and time for Prequal cum Technical bid opening in e-procurement
2	7. Prequalification Criteria	3.a.A	The bidder must have experience with at least two (2) projects related to drones/associated technology with any government body in India in the last five (5) financial years as on bid submission date.	30	The bidder must have experience with at least two (2) projects related to drones/associated technology in the last five (5) financial years as on bid submission date.
3	8. Technical Evaluation	A4	The bidder must have experience at least three (3) projects) related to drones/associated technology with any government body in India in the last five (5) financial years as on bid submission date.	33	The bidder must have experience at least three (2) projects) related to drones/associated technology in the last five (5) financial years as on bid submission date.
4	7. Prequalification Criteria	3.b.A	The bidder must have experience with at least one project in setting up a Centre of excellence for drones in the past. (National/International experience of bidder's global network showcasing international best practices is preferable)	31	Clause Removed

5	7. Prequalification Criteria Documentary Evidence	3.a.A	Completion Certificate with payment details issued & signed by the competent authority of the client entity on the entity's letterhead. Client letter indicating start and end date for ongoing projects details issued & signed by the competent authority of the client entity on the entity's letterhead.	31	Completion Certificate with payment details issued & signed by the competent authority of the client entity on the entity's letterhead. Client letter indicating the start date for ongoing projects details issued & signed by the competent authority of the client entity on the entity's letterhead.
6	2.25 Limitation of Liability	2.25	The aggregate liability of the Bidder to Client (and to any affiliate thereof or other person or entity for or in respect of which any of the Services are provided) in connection with the performance of the Services or otherwise under this Agreement shall be limited to the fees actually paid to the Bidder in respect of the Services directly relating to and forming the basis of Client's claim, regardless of whether liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, provided that this limitation shall not apply to liability that has been finally determined to have resulted from the fraud or other wilful misconduct by or on behalf of the Bidder	20	The aggregate liability of the Bidder to Client (and to any affiliate thereof or other person or entity for or in respect of which any of the Services are provided) in connection with the performance of the Services or otherwise under this Agreement shall be limited to the fees actually paid to the Bidder in respect of the Services directly relating to and forming the basis of Client's claim, regardless of whether liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, provided that this limitation shall not apply to liability that has been finally determined to have resulted from the fraud or other misconduct by or on behalf of the Bidder
7	Section 6.2. Penalty Terms	2	Replacement of a Resource Person by the PIA. SLA- No replacement of resources, within the first 3 months from the date of contract, from the ones submitted in the PIA's technical bid, without prior approval of APDC. Any Replacement of resources, intended by PIA shall be within 15 working days	27	Replacement of a Resource Person by the PIA. SLA- No replacement of resources, within the first 3 months from the date of contract, from the ones submitted in the PIA's technical bid, without prior approval of APDC. Any Replacement of resources, intended by PIA shall be within 20 working days

8	Section 6.2. Penalty Terms	3	<p>Replacement of resources due to underperformance during the project</p> <p>Material Breach- Non-replacement of resources with similar experience and with same or higher qualification beyond twenty-one days from the date of making the request by the APDC shall be treated as material breach</p> <p>Penalty- The under-performing resource shall be given a notice with timelines of 1 week (7 days). Beyond 1 week (7 days), the resource shall be deemed to be discontinued from the project team. The PMA shall replace her/him with a new resource with similar qualification & experience, at no extra cost, within 30 days from such discontinuation. In-case the PMA is unable to provide a suitable replacement, 0.10 % of the TCV per resource per week from the 22nd day onwards may be levied as penalty, at the sole discretion of APDC.</p>	27	<p>Replacement of resources due to underperformance during the project</p> <p>Material Breach- Non-replacement of resources with similar experience and with same or higher qualification beyond twenty-one working days from the date of making the request by the APDC shall be treated as material breach</p> <p>Penalty- The under-performing resource shall be given a notice with timelines of 1 week (7 days). Beyond 1 week (7 days), the resource shall be deemed to be discontinued from the project team. The PMA shall replace her/him with a new resource with similar qualification & experience, at no extra cost, within 20 working days from such discontinuation. In-case the PMA is unable to provide a suitable replacement, 0.10 % of the TCV per resource per week from the 21st working day onwards may be levied as penalty, at the sole discretion of APDC.</p>
9	Section 2.28 Liquidated damages	a	Liquidated Damage will be levied at 1% for every instance of default subject to a maximum of 10% on the total value of the contract for non-fulfilment of delivery schedule. Any delay due to the Force Majeure conditions or delay not due to the Successful Bidder will be excluded from the delivery schedule.	27	Liquidated Damage will be levied at 0.5% for every instance of default subject to a maximum of 10% on the total value of the contract for non-fulfilment of delivery schedule. Any delay due to the Force Majeure conditions or delay not due to the Successful Bidder will be excluded from the delivery schedule.
10	Annexure X		Annexure X		Annexure X is removed
11	Additional Clause		<p>AP Drones Corporation Private Limited</p> <p>Name of Bank: Andhra Bank</p> <p>ACC No: 052311100004410</p> <p>IFSC Code: ANDB00000523</p> <p>Branch: Suryaraopeta</p>		