

***Request for Proposal –For providing Software Services to EIC
(Operational and Maintenance Support)”***

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1. Definitions

“Applicable Law” means all relevant laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgment, decrees, injunctions, Writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.

“Bid Document” shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.

“Contract” shall mean the agreement to be entered into between EIC and the successful Bidder.

“Evaluation Committee” shall mean the committee constituted by EIC

“MRC” shall mean the monthly recurring charges

EIC: Export Inspection Council

2. Request for Proposal - RFP Notice

2.1 EIC had invited Expression of Interest (EOI) from Information Technology Bidder Organizations for providing Operations and Management Support to its IT activities, through deployment of the required human resources, having required skills and experience in software development, training, implementation, maintenance, management and user support.

2.2 The bidder is advised to study this document carefully before submitting their proposal. Submission of 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.

S.No.	Information	Details
1	RFP Reference No. and date of Advertisement	11.07.2014
2	Last date and time of submission of proposals	04.08.2014,1400hrs
4	Place, time and date of opening of technical proposals	EIC,1600hrs & 04.08.2014
5	Place, time and date of opening of commercial proposals	EIC,1600hrs & 11.08.2014
6	Address at which response to RFP is to be submitted	EIC, III rd floor, NDYMCA cultural Central building, 1, Jaisingh Road, New Delhi-110001.

3. Disclaimer

The information contained in this bid document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of EIC or any of their employees is provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.

By acceptance of this tender document, the recipient further agrees that this tender document may not be distributed, reproduced or used for any other purpose than the evaluation of the scope of work set herein. The recipient agrees that it will cause its directors, Partners, officers, employees and representatives and any other parties who provide services to the recipient to use the tender document for the purposes in the manner stated above.

EIC does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this tender document. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document.

The EIC also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document. EIC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document. The issue of this tender document does not imply that EIC is bound to select a Bidder and EIC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

4. Interpretation

In this Tender Document, unless the context otherwise requires,

- a) For the purpose of this Tender Document, where the context so admits, the singular shall be deemed to include the plural and vice-versa and Masculine gender shall be deemed to include the feminine gender and vice-versa.
- b) References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules, annexure and addendums shall form an integral part of this Contract.
- c) Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate

legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.

- d) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Tender Document. References to the word “include” and “including” shall be construed without limitation. Any reference to day shall mean a reference to a calendar day including Saturday and Sunday.

5. Due Diligence

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder’s risk and may result in rejection of the bid. EIC shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

6. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and EIC shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7. Clarification of Bidding Documents

EIC shall make best efforts to respond to any request for clarification of the Tender Document, such request to be made in writing. Such response / clarification shall to the extent possible be made in writing. EIC shall not be responsible for any delay including but not limited to any postal delays.

8. Amendment of Tender Document

At any time before the deadline for submission of bids, EIC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amending, modifying and / or supplementing the same.

All changes shall be posted on website www.eicindia.gov.in and prospective Bidders are required to go through the same before submission of bid. All such amendments shall be binding on them without any further act or deed on EIC’s part.

In the event of any amendment, EIC reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

9. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Tender Document and / or the bidding process exchanged by the Bidder and EIC shall be

written in English language only.

10. Site Visit

The bidder may visit EIC head office to obtain more information and collect the required details. Bidders are requested to communicate in 3 days advance about their visit. A maximum of 2 representatives from the bidder's organization will be permitted.

11. General Instructions

- 11.1 The Bidders are requested to read the tender document carefully.
- 11.2 Bidder is one who has been short-listed by EIC in the Stage I : Expression of Interest (EOI). In the event of any additional information required by the EIC other than that submitted in the Expression of Interest, the Bidder to the EIC shall duly submit such information in the prescribed time. The Bidder shall submit the Tender Document duly signed on each page as a part of the bid. It shall be expressly agreed herein by the bidder that he has read and understood the complete Tender Document and other documents / requirements and shall comply with the same except what is stated in specified Deviation / Non-Compliance statement format.
- 11.3 The Bidder cannot subcontract the work at any stage without prior written approval from the EIC.
- 11.4 Bids received with incomplete information / documents shall be rejected. Bids not adhering to Terms, Conditions, Specifications and other details as given in this document may be summarily rejected.
- 11.5 All deviations from the Terms, Conditions and other details of Tender Document should be separately and clearly submitted.
- 11.6 This tender document is not transferable.
- 11.7 Modification or Withdrawal of Offers is not permissible after its submission. To assist in the scrutiny, evaluation and comparison of offers, EIC may, at its discretion, ask some or all Bidders for clarification of their offer.
- 11.8 The request for such clarifications and the response will necessarily be in writing.
- 11.9 Preliminary Scrutiny: EIC will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. EIC may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all Bidders and EIC reserves the right for such waivers.
- 11.10 Award Criteria: Technical Proposals in Envelope 1 will be evaluated first to check whether all required information and documents as specified in the Tender Document are submitted and will be called for technical presentation. The selection shall be based on both Technical and Financial Criteria with respective weightages being 70% for Technical Proposal and 30% for Financial Proposal.
- 11.11 The Bidder should abide by the terms and conditions specified in the tender document. If Bidders submit conditional offers, they shall be liable for outright rejection.
- 11.12 The EIC reserves the right to make any changes in the terms and conditions of the

tender.

11.13 The offers containing erasures or alterations will not be considered. Technical details must be completely filled in. Correct technical information of the service being offered must be filled in.

11.14 Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable.

11.15 EIC may treat offers not adhering to these guidelines as unacceptable.

11.16 Bidders are not allowed to subcontract in any manner without written approval from EIC.

12. Earnest Money Deposit (EMD)

12.1 Bidders are required to submit Rs.50, 000 deposits which shall be refundable.

13. Eligibility Criteria (Provide necessary documentary proofs for each criteria below)

- The bidding company should have an annual turnover of above 5 crores and has business track record of 10 years or more. The bidding company should be furnishing necessary documents justifying the turnover and track record.
- The bidding company has to showcase necessary client referrals and resume of skillsets
- The bidding company should have completed at least two project of budget of Rs. 15 Lacs and above.
- The bidding company should have executed at least 5 projects in the last 3 years.
- The bidding company should not have been blacklisted by any Govt Ministry/ PSUs/ corporates etc.
- The bidding company should be able to arrange visit of EIC, Delhi India team to their facilities and reference check with their Clients

Note: If any organization is found to have furnished wrong/incorrect information anytime during the contract period, EIC shall blacklist the organization after having found so.

14. Evaluation of Bids

14.1 Tender Evaluation Committee (TEC) will carry out a detailed evaluation of the Technical Bids received in order to determine the same are substantially responsive to the requirements set forth in the Request for Proposal.

14.2 The TEC shall first evaluate the Technical Proposal. The TEC while evaluating the Technical Proposals shall have no access to the Commercial Proposals until the Technical evaluation is concluded and the competent authority accepts the recommendation. Evaluation of the technical proposal will be done and at this stage the Commercial bid (proposal) will remain unopened. The Bidders whose Technical Offers are found to be in accordance with the specifications mentioned in the tender document will be called for technical presentation.

14.3 Technical Presentation: The committee may invite each bidder to make a presentation as part of the technical evaluation.

14.4 Commercial proposals shall be opened publicly on the date & time specified by the EIC, in the presence of the Bidders' representatives who choose to attend.

14.5 The Technical and commercial bids will have a 70:30 weight age of marks respectively in the evaluation criteria. The Quality cum Cost Based System (QCBS) shall be followed to evaluate the bids.

a) Technical Weightage (St): The marks scored by the bidder in technical evaluation shall be calculated to 70 points as below:

St = T*0.70 where T is the Technical score awarded to the bidder as per Technical Evaluation Criteria

b) Financial Weightage (Sf): The marks scored by the bidder in Financial evaluation shall be calculated to 30 points as below:

i) The Commercial scores of all the other proposals will be determined by **Sf = 30 * Fm/F** (Fm = Lowest evaluated tender cost, F = value of Commercial proposal under consideration).

c) Final Selection: Proposals will be ranked according to their combined technical (St) and Commercial (Sf) scores. The combined technical and Commercial score shall be calculated as **S = St + Sf**.

14.6 There should be no mention of prices in any part of the bid other than the commercial bids.

14.7 Unit prices for each component of the financial proposal should be mentioned. Any spelling mistakes or incomplete information furnished would invite for a disqualification of the bid

14.8 In the commercial bid if there is any discrepancy between the prices mentioned in figures and in words, the prices mentioned in words/figures whichever is lower will prevail.

14.9 Substantially Responsible Bids: A substantially responsive Bid is one, which conforms to all the requirements, terms, conditions and specifications of the Request for Proposal.

14.10 Any attempt by a Bidder to influence it's the bid evaluation process may result in the rejection of the Bidder's Bid.

15. Technical Evaluation Criteria

15.1 The Bidding process shall be a two-stage process. Prior to the detailed evaluation of the Technical Bids, EIC shall determine whether each bid is

- a) Complete
- b) Is accompanied by the required information and documents and
- c) Is substantially responsive to the requirements set forth in the tender document.

d) The technical evaluation criteria are broadly defined as under

S.No	Evaluation Criteria	Maximum Marks
1	Experience of the firm in designing and developing systems for Government Organizations >5 projects >3 projects >1 Project	20 20 10 5
2	Quality Certification • CMM Level 3 and above • ISO Certification in Software development	20 20 10
3	Understanding of EIC/FSSAI/APEDA/MPEDA IT Systems & O&M services requirement	20
4	Proposed methodology, execution plan and features	20
5	Proposed Team experience and expertise(Please provide CV of the Team)	20
TOTAL		100

15.2 Only those bids which shall score more than 60 marks in Technical evaluation shall be considered for commercial bid opening.

15.3 Tender Evaluation Committee: The Director, EIC will constitute the Tender Evaluation Committee. This committee will evaluate the Bid Documents submitted by the Bidders.

15.4 The Tender Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the Bidders. The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.

15.5 Any effort by a Bidder to influence the Tender Evaluation Committee’s processing of Bids or award decisions may result in the rejection of the Bid.

15.6 Failure of the Bidder to agree with the Terms & Conditions of the RFP/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.

16. Undertaking

An undertaking from the Bidder stating the compliance with all the conditions of the Contract and Technical Specifications of the Bidding Document will be required since no

deviation will be acceptable to EIC.

17. Bid Prices

- 17.1 The price i.e. offer must be made by the intending bidder covering all important points mentioned in the bid format enclosed in this bid document. The financial offer may be submitted keeping in view the terms and conditions of this bid document and site conditions.
- 17.2 The bidder shall include payment of all dues such as taxes & other statutory dues, not specifically mentioned in the specification but essential for successful completion of work. The bidder shall not be eligible for any extra charges in respect of such payments. Though not mentioned in the bid document, extra charges if any, shall be paid by the bidder only.
- 17.3 All liabilities, whatsoever, on account of copy rights or any other reason, if any, shall be borne by the bidder.
- 17.4 Any royalties or patents or the charges for the use of content, images, software's etc. thereof that might involve in the contract shall not be paid by EIC. The bidder only shall pay for such claims without putting any financial burden on EIC.

18. Period of Validity of Bids

18.1 Validity Period

Bids shall remain valid for 180 (One hundred eighty) days after the date of bid opening prescribed by EIC, EIC holds the right to reject a bid valid for a period shorter than 180 days as nonresponsive, without any correspondence.

18.2 Extension of Period of Validity

In exceptional circumstances, EIC may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional.

- 18.3 A Bidder granting extension of validity will not be permitted to modify his technical or commercial bid.

19. Terms of Reference

- 19.1 The terms of reference covers the following:

Introduction

The Export Inspection Council (EIC) was set up by the Government of India under Section 3 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), in order to ensure sound development of export trade of India through Quality Control and Inspection and for matters connected thereof.

EIC is an advisory body to the Central Government, which is empowered under the Act to:
Notify commodities which will be subject to quality control and/ or inspection prior to export,

- Establish standards of quality for such notified commodities, and
- Specify the type of quality control and / or inspection to be applied to such commodities.

Besides its advisory role, the Export Inspection Council, also exercises technical and administrative control over the five Export Inspection Agencies (EIAs), one each at Chennai, Delhi, Kochi, Kolkata and Mumbai established by the Ministry of Commerce, Government of India, under Section 7 of the Act for the purpose of implementing the various measures and policies formulated by the Export Inspection Council of India.

Export Inspection Council, either directly or through Export Inspection Agencies, its field organization renders services in the areas of:

- Certification of quality of export commodities through installation of quality assurance systems (In-process Quality Control and Self Certification) in the exporting units as well as consignment wise inspection.
- Certification of quality of food items for export through installation of Food safety Management System in the food processing units.
- Issue of Certificates of origin to exporters under various preferential tariff schemes for export products.

As part of its mandate given above, Export Inspection Council of India through its fields offices across India issues Certificates for certain products including Fishery, Non-GMO certificates, Voluntary Certificates etc.

In 2012, EIC implemented an online e-health Certification system for the stakeholders to apply online and its field offices to generate the certificates online:

At present this facility is available only for the:

1. EU approved sea food processing establishments, for the consignments of Marine Products (fish & collagen) meant for export to European Union only.
2. EU & Non-EU approved sea food processing establishments, for the consignments of Marine Products meant for export to P.R. China, Russian Federation, Iran & other non EU countries.
3. EU approved processing establishments, for the consignments of Animal Casings meant for export to European Union only.
4. Exporters of peanut products to EU & Malaysia.
5. Exporters for Non GMO certification.
6. Approved processors & exporters under voluntary food certification scheme.

As and when the health certificate is required approved establishment/ exporter shall fill up an application form online (by using their User Name and Password), and then approach the concerned EIA office, along with requisite fee, copies of the invoice, packing list, test reports, for collecting the original health certificate.

To process the incoming applications, EIA officials who are authorized by EIC shall login with their respective User Name and Password allotted to them & issues the health certificate.

Current Status

Currently following certificates are running in online system:

Sino.	Certificate Description
1	Animal Casing – EU
2	Fishery – China
3	Fishery – Russia
4	Fishery – General
5	Fishery (Collagen) – EU
6	Fishery – Croatia
7	Peanut – EU
8	Peanut – Malaysia
9	Fishery for Iran
10	Non-GMO certificates for all products
11	Voluntary Health Certificates for all products
12	Fishery for Saudi Arabia
13	Fishery for Israel
14	Certificate of Export to Turkey for all products

Health Certificates through e-Health Certification System is currently being issued in 25 different foreign languages as shown below:

Sl. No	Language	Sl. No.	Language	Sl. No.	Language
1	Bulgarian	11.	Greek	21.	Slovenian
2	Croatian	12.	Hungarian	22.	Spanish
3	Czech	13.	Italian	23.	Swedish
4	Danish	14.	Latvian	24.	Chinese
5	Dutch	15.	Lithuanian	25.	Russian
6	English	16.	Maltese	26.	Arabic
7	Estonian	17.	Polish		
8	Finnish	18.	Portuguese		
9	French	19.	Romanian		
10	Germany	20.	Slovak		

Functional Features

Registration

Based on the type of user logging in, the roles are defined by the system which is pre-defined in the system at the time of initial configuration of the user. For e.g. if a processing establishment has been approved only for EU – Fishery, it cannot apply for any other certificate format. Same is the case with Authorized Officers; they can only generate certificates for which they are authorized by the EIA HQ's.

In case of voluntary certificates, exporters can also access the system after doing a sign up. Exporters details are verified from DGFT system through an web request and details are further verified by the respective EIA officer before the exporter can start accessing the system.

Application filing

The establishment unit/exporter has to login in the system using their login credentials and apply for a Health certificate. Depending upon country of import, products and certificate type, the format of the application is displayed to the User. Once the application details are confirmed, the application can be submitted by the user.

Application Processing

Once the application has been filed by an EU/Exporter depending upon the office under which it comes, the application will start listing to the concerned Authorized Officer.

Following functionalities are provided to the Establishments/Exporters and Authorized Officers:

- Registration of Exporters
- Approval of Exporters by respective EIA offices
- Application for Health Certificate
- Preview/Issuance of Health certificate in bi-lingual format
- Application editing by Unit/Exporter
- Pdf certificate format
- Printing certificate on a pre-printed certificate format
- Issuance of Duplicate certificate
- Issuance of In-Lieu of certificate

Administrator Section

EU Fishery

- Manage Region Of Origin
- Manage Country of Destination
- Manage Place of loading
- Manage Entry BIP in EU
- Manage Description of commodity
- Manage Temperature of products
- Manage Species(Scientific Name)
- Manage Packaging Types
- Manage Nature of commodity
- Manage Treatment type of establishment
- Manage Document Checklist
- Manage Labs

Non – EU China Fishery

- Manage Name of the Product
- Manage Name of the commodity/scientific name

- Manage Pattern Processing
- Manage Place of Dispatch
- 5.Manage Place of final Destination
- Manage Type of Package
- Manage Document Checklist
- Manage Area of wild Catchment
- Manage World Country
- Manage Labs

Non – EU Russia Fishery

- Manage Country of transit
- Manage Point of crossing the border of the Custom Union
- Manage Name of the Product
- Manage Scientific name
- Manage Type of Package
- Manage Country of Destination
- Manage Document Checklist
- Manage Labs

Croatia Fishery

- Manage Region Of Origin
- Manage Country of Destination
- Manage Place of loading
- Manage Entry BIP in EU
- Manage Description of commodity
- Manage Temperature of products
- Manage Species(Scientific Name)
- Manage Packaging Types
- Manage Nature of commodity
- Manage Treatment type of establishment
- Manage Document Checklist
- Manage Labs

General Format Fishery

- Manage Master
- Manage Country of Dispatch region Of Origin
- Manage Name of the Fishery Product
- Manage Description of fishery product
- Manage Species(Scientific Name)
- Manage Type of Treatment
- Manage Packaging Types
- Manage Country of Destination
- Manage requisite storage and transport temperature
- Manage Heading for SEAL NO.
- Manage Labs

EU Collagen

- Manage Country of Destination
- Manage Place of loading
- Manage Entry BIP in EU
- Manage Description of commodity
- Manage Temperature of products
- Manage Species(Scientific Name)
- Manage Packaging Types
- Manage Treatment type of establishment
- Manage Document Checklist
- Manage Labs

Animal Casing

- Manage EU Member State
- Manage Place of loading for exportation
- Manage Animal Casing
- Manage Packaging Types
- Manage Treatment
- Manage Document Checklist
- Manage Countries of World
- Manage Labs

EU Peanut

- Manage Country Destination
- Manage Labs
- Manage Types of Packing
- Manage Name of the Food
- Manage Document Checklist

NON-EU Malaysia

- Condition for Transport/Storage
- Manage Labs
- Manage Types of Packing
 - Manage Nature of the Food
 - Manage Name of the Product
 - Manage Species
 - Manage Document Checklist

Other – Product NON GMO

- Manage Type of Package
- Manage Place of loading
- Manage Description of Product

- Manage Country of Destination
- Manage Document Checklist

Other - Product Voluntary

- Manage Temperature required during storage and transport
- Manage Country of destination
- Manage Place of loading
- Manage Description of commodity
- Manage Packaging Types
- Manage Document Checklist
- Manage Labs

EU Format for NON EU Country (IRAN)

- Manage Region Of Origin
- Manage Country of Destination
- Manage Place of loading
- Manage Entry BIP in EU
- Manage Description of commodity
- Manage Temperature of products
- Manage Species(Scientific Name)
- Manage Packaging Types
- Manage Nature of commodity
- Manage Treatment type of establishment
- Manage Document Checklist
- Manage Labs

Fishery for Saudi Arabia

- Manage Person Responsible
- Manage Place of destination
- Manage Email id for Consignee and Consigner
- Manage Description of commodity
- Manage Packaging Types
- Manage Document Checklist
- Manage Labs
- Manage Human Consumption.
- Manage Exporter license No.

Fishery for Israel

- Manage Email id for Consignee and Consigner
- Manage date of stuffing
- Manage Container identification
- Manage Harvesting date
- Manage Production Date
- Manage Best before Date
- Manage Human Consumption.
- Manage Shipment No
- Manage Other Remarks

Certificate of Export to Turkey for all products

- Manage Temperature required during storage and transport
- Manage Country of destination
- Manage Place of loading
- Manage Description of commodity
- Manage Packaging Types
- Manage Document Checklist
- Manage Labs

MIS Reports

A management dashboard for viewing various reports is built. Additionally various pre-defined and custom reports are built into the system for EIC, HQ to generate reports from time to time. For e.g. Certificates generated in a particular period, based on importing country, based on filed office, based on officer, based on product etc.

Help Desk Ticketing System

A system for the stakeholders to raise tickets online is provided. All the open tickets shall be visible to the help desk personnel and he can either reply and close the ticket or forward for further information to EIC or stakeholder. EIC, HQ should have very transparent view of the tickets with their statuses.

Hosting Management

Server/Bandwidth Details:

- Storage: 300 GB, Bandwidth: 50 GB per month, CPU: 4, RAM: 8 GB, Dedicate IP: 1
- Application Size: 280 MB
- Database Size: 1.34 GB

Technical Details

Language: ASP.net 2.0 with C# with 3 tier architecture

Data Base: SQL Server 2008

Scripting: JavaScript / jQuery / AJAX

Markup: HTML 5/ XHTML, XML, JSON

Services: WCF

Stakeholders

The following are the various stakeholders accessing the system:

- i. EIC Head Quarters for MIS reports
- ii. EIA Offices (5) & EIA its Sub Offices (27)
- iii. EIC approved/Import Country approved Processing Units
- iv. EIC approved Exporters

Benefits of the system

- Allow bi-lingual certificates to be issued which disposes off the language verification effort by the Authorized Officer and allow easy verification at the port of entry
- Establishments and Exporters can apply online and track the status without any need to physically visit the office
- Streamline the process of certification; Timelines are in built so that certificates are not issued beyond a pre-defined time period
- Same format of certificate is being generated from all the EIA offices across the all the certificate categories thereby reducing any confusion at the importing country's end
- The system is scalable in its architecture and can be expanded to accommodate more number of certificates with some increase in infrastructure capacity
- Complete data for all the issued certificates is consolidated in the centralized Database.

Scope of work

The Operations and Management Support shall be extended not only to EIC, but also to its external stakeholders like exporters, field offices, Establishment etc. for effective usage of EIC's systems.

The bidder is not just supposed to only maintain, or update the existing application but is primarily required to suggest further improvement terms of usability, e-governance standards etc. Suitable manpower has to be deployed at EIC which can interact with EICs management, handle queries of the stakeholders, reply to help desk issues etc.

The Bidder Organization should have technically qualified and well experienced strong in-house resource base.

The selected bidder will take over the existing system and ensure continuance of the updation and smooth running of the existing website and software systems through the following services:

- a. Deploy 2 dedicated programmer resources onsite for software development & extending O&M support (with minimum 3 years of experience in .NET with C#, WCF, MVC, Crystal reports/Reporting tool, SQL Server, AJAX, JQuery, Javascript, XML, Good Communication and Understanding skills, analyse various inputs/formats received from stakeholders and prepare Impact analysis and implementation plan, Qualification: B.Tech/M.Tech/MCA)
- b. Deploy 1 dedicated help desk support specialist shall be stationed at EIC,HQ to provide user support, bug fixing, master data management, custom report generation and for the enhancement in terms of database and application deployment for providing support to various stakeholders (with minimum 2 years of experience in handling IT systems, tickets management, providing replies in English language)
- c. Provide Software Maintenance, Enhancements and User Support
- d. Hosting Management, Backups. A suitable DR plan to be prepared and in case the primary site is down, DR site should be made active.
- e. Development of new certificates as per requirement of EIC and integration in the existing e-Health Certification System

The objective of O&M support is to provide software application development, maintenance and support services (from Monday to Saturday, during regular business hours at EIC Delhi HQ), including request based services (problem requests/defect fixes), feature enhancements, configuration management and post release support for the activities covered in the scope of work.

As part of these services, Bidder Organization shall provide support for bug fixes, feature enhancements, operational support, application & database backup and assistance to EIC. The services include:

(i) **Bug-Fixes and End-User Problem Resolution:**

The end user support would include all activities related to resolving the bugs / defects reported by application users. Every bug / defect should be logged and categorized on the severity levels. Bidder Organization shall identify the solution and take necessary approvals from EIC and release the patch for User Acceptance Test (UAT) after fixing the defects. Bidder Organization shall document defects / bugs encountered as well as document the resolution of the same and ensure re-installations, in the event of system crash/failures.

(ii) **New Development and Enhancements:**

EIC website, trade portal or applications may require modifications or enhancements in the process and functionality. The enhancements or new development may also be required to fix some complex problem requests or defect fixes and upgrades the application performance.

Bidder Organization shall ensure that correct version of the application / program units are being considered to carry out application enhancements/ new development through configuration management plan for configuration management and version control using the version control software.

Bidder Organization shall obtain the necessary UAT approvals from respective stakeholders within EIC for the modifications / enhancements.

(iii) **Configuration Management and Version Control:**

As the application undergoes enhancements and modifications due to problem requests, defect fixes and change requests, it becomes increasingly important to keep the source code under version control and the system under configuration management. Bidder Organization shall assist EIC in ensuring that a copy of the production environment is backed up and stored in the repository before the new / modified components are copied to Production.

(iv) **Release Management:**

As part of the release management, Bidder Organization shall perform the following activities:

- Group the related change requests, assess their development progress and accordingly prepare a schedule for their release
- Prepare a detailed release plan for every release. This plan should include the release number and date of release. It should also contain details about the change request to be released.
- Provide Helpdesk support for the resolution of technical queries by end users
- Conduct Application training for the users in outstation locations as and when required.

(v) **User Support:**

- Implementation support to users
- End-user problem resolution
- User Training

(vi) **Administration Support**

- Latest source code, application deployment files, configuration files for entire solution
- System
- Storage
- Security
- Database

- Backup/restore etc.

As per the scope of work defined above, The O&M Project covers maintenance and up-gradation of the above-mentioned application. However, the bidder may be awarded additional activities of new application development and its O&M. The team has to follow complete Software Development Life Cycle (SDLC) for each of the application developed and implemented in EIC. The team deployed onsite may also be involved in the new assignment. If needed, additional manpower may be hired for the additional activity after assessment of the actual manpower requirements.

i) Expected input of key professionals (number of experts, kind of expertise required)

- The bidder organization has to appoint an Account Manager for this project for evaluation of the performance of the onsite deployed team and co-ordination with EIC on behalf of the consulting organization.
- The manpower has to be deployed accordingly to the minimum qualification and experience mentioned above.
- EIC has right to get replacement of the manpower deployed in case the performance of the individual is not satisfactory.

ii) Proposed schedule for completing the assignment;

The contract period for the O & M support shall be initially for one year, extendable for three more years on satisfactory performance.

The performance of the vendor will be reviewed annually before renewal of the contract.

iii) Reports/deliverables required from the bidder.

The Bidder Organization shall be responsible for all the development, implementation, testing, maintenance, support, feature enhancements, documentation, operations and management of applications. The agency should carry out all the modifications/updation/additions/deletions in the applications.

The agency before performing updation in the online application should carry out an impact analysis and the report should be submitted to EIC for its approval. After getting the approval he should make the changes in the system. If a re-design of the application is required, then the Bidder Organization should take up this task with the consent of EIC. Any changes in the team/team members should be approved by EIC.

The bidder shall be responsible for the complete turnkey operation of the IT systems (software only) to ensure a minimum of 99.5% uptime availability of all the applications under this project. It shall also ensure following deliverables from his team-deputed onsite or by deploying additional resources if situation arises:

- Complete Software Development Life Cycle (SDLC) should be followed for each application.

- Proper Documentation with versioning of all the applications should be maintained like SRS, High Level Design, Low Level Design, functionality document (process document), user manual, test case report, test evaluation report, Impact Analysis Report, Change Document etc.
- All the changes in the applications should be properly documented and reflected in respective documents.
- Any change in the application should be done through change request form. After completing the change a request closure form should be filled.
- A log should be maintained for all the changes done in the application or database.
- Proper coding standards should be followed in all the applications.
- Periodic code review should be done for improvement in source code.
- Code & query optimization should be done to the extent possible.
- Proper testing should be done for the changes done in the application or database. Testing should be done on exhaustive test cases. These test cases should be reviewed by the team leader and a test report should be maintained.
- Ensure proper backup of application and database as per the approved backup policy.
- In case of any eventuality, it has to be ensured that the downtime is minimum and system is restored with minimum data loss.
- It should also be ensured that all the security measures are undertaken to prevent vulnerabilities / threats /hacking of application or data theft.
- The agency shall be responsible to maintain the confidentiality of application, data and any other information and make sure that information is not shared outside the EIC. The required confidentiality agreement shall be signed by the Agency as well as by each team member deployed at EIC.
- Source Code will be handed over to EIC along with compiled version and executable.
- Any software developed shall be the property of EIC. Software, Documents, Information and other elements of the project shall have the copyrights of EIC unless some copy right material is used with due permission of any third party.
- Proper versioning of source code should be maintained.
- It should be ensured that uploading of the modified application in the live servers is carried out with due care to avoid any wrong upload or accidental file replace.
- Security audit of the application should be done for removal of any security flaws and for hosting provider requirements. At present, the bidder has to maintain the hosting of the application.
- The onsite team shall also be responsible for giving demo & presentation of application as and when required.
- Preventive maintenance shall be carried out on the database and functioning of the program to handle large volume of traffic.
- Customer support should be provided for user problem and queries.
- Reporting required from the Bidder Organization
 - Weekly & monthly, reports with Project Status & open issues

- Weekly/fortnightly/monthly Performance Monitoring Reports for the Application
- Updated system design documents, specifications
- Updated user manuals, administration manuals, training manuals etc.
- Call Log /emails & Resolution Reports for Helpdesk
- Software change logs etc.

20. Technical Bid Requirements

The Technical Bid should be marked ***“Technical Bid – Tender for providing Software Services to EIC (Operational and Maintenance Support)”***:

1. A concept note on the understanding of present status of EIC’s IT systems.
2. Proposed methodology, execution plan for providing Operations & Management support to EIC, including work plan detailing the tasks involved, milestones etc.
3. Suggestions on additional features that may be added to EIC's website and a technical proposal for implementing the same.
4. Profiles of team members proposed to be deployed with their experience expertise as per required in scope of work
5. Any other relevant information that may be of interest for the project under consideration.

21. Commercial Bid Requirements

21.1 Financial bid should be separately sealed super scribed as ***“Commercial Bid – Tender for providing Software Services to EIC (Operational and Maintenance Support)”***

- a. **Commercial Bid – Tender for Software Bidder Services for EIC**–:The format shall be as below:

S.No	Activity	Annual charges (including all taxes)
1	Cost of 2 dedicated Programmers(as and when required along with other related services)for one month	
2	1 dedicated Help Desk Support Specialist(AMC) for one month	
3	Hosting cost for 1 Year including DR site	
	TOTAL	

The charges should be quoted inclusive of all taxes. The taxes would be paid as applicable at the time of invoice. Payment shall be made on Quarterly basis, based on the feedback from the users.

21.2 Deliverables

Apart from the deliverables mentioned in earlier sections; Bidder has to handover the Source Code , Patches & Releases (If any) , Application Software, All content used in the Designing of the Website, along with Technical Documents, user Manual, functional Manual, installation guide and any other if required for creation of development environment and hosting.

The new software applications developed as well as any enhancements carried out in the existing IT systems, shall comply with the necessary Internet Security guidelines from NIC/NIC-empowered Internet Security Auditors.

The deliverables also includes

- Monthly Backup of: Database and applications
- Quarterly updation of: Technical Documents
- Monthly Reports

22. Performance Guarantee

A Security Deposit as Performance Bank Guarantee of 5% of the annual contract value shall be submitted by the successful bidder to EIC within 1 month of the award of the contract. The bank guaranty will be renewed annually as per the contract.

23. Training and Maintenance Support

Bidder will provide training at users from EIC and its partner stake holders as and when required, through the man power deployed without any extra cost.

24. Hardware Requirement and Minimum configuration

The present website and the IT systems are currently hosted in a private Data Center and the bidder need not supply any hardware or software. However, the bidder should provide the requirement of additional Hardware Configuration, third party software, tools, required for the successful deployment of any new software applications.

25. Copyright and Trademarks

Successful bidder will hand over all the software and graphics to EIC for the purpose of copyright and intellectual ownership.

26. Milestones and Payment Terms

- a) The total support cost for these components shall for an initial period of one year extendable up to three Years.
- b) The payment release against these activities shall be on a quarterly basis, on rendering satisfactory services on completion of each quarter.

27. Force Majeure

- a) If at any time during continuance of this contract, the performance in whole or in part in any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fire, flood, explosions, epidemics, quarantine

restrictions (hereinafter referred to as eventualities) then, the notice of the happening of any such eventuality shall be given by the Bidder to the EIC within 2 (two) days from the date of occurrence. Neither party shall by reasons of such eventuality, be entitled to terminate this contract, nor shall have any claim for damages, compensations against the other in respect of such nonperformance or delay in performance, and deliveries under this contract. Normal working shall be resumed as soon as such eventuality has come to an end or ceased to exist.

- b) Provided that if the performance in whole or in part by the bidder or any obligation under this contract is prevented or delayed by reasons of and such eventuality for a period exceeding 30 (thirty) days, then the EIC may terminate this contract by giving notice in writing.

28. Resolution of disputes

The dispute resolution mechanism shall be as follows:

- a) In case of any dispute between EIC and the successful bidder, if not resolved amicably, same shall be referred to adjudication / arbitration in accordance with Indian Arbitration and Conciliation Act 1996.
- b) If such dispute arises then either party may forthwith give the notice in writing of such dispute to other party and shall be referred to the adjudication of an arbitrator in accordance with Indian Arbitration and Conciliation Act 1996.
- c) The Director, EIC will appoint the designated officer mutually agreed between the parties will work as an arbitrator.
- d) The decision of the arbitrator shall be final and binding upon both the parties, i.e. EIC and the successful bidder.
- e) All unresolved disputed matters will have the jurisdiction of New Delhi, so far as legal and court matters are concerned.

29. Award of contract

EIC's right to accept any Bid and to reject any Bid or all Bids Notwithstanding anything stated herein, EIC reserves the right to accept full or part of the Bid or reject any Bid, and to cancel/annul the bidding process and reject all Bids at any time before the award of the Contract.

30. Notification of Award

The successful Bidder shall be notified by EIC through letter or fax for award of work. The Bidder shall acknowledge the work order in writing and send an acceptance of the work order in writing within 7 (seven) days from the receipt of the work order.

31. Signing of Agreement

Pursuant to the Bidder acknowledging the Letter of Acceptance, the Bidder and EIC shall enter into contract within 15 days from the date of acknowledgment of the Letter of Acceptance, and sign the Contract. EIC shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract.

The signing of the Contract shall amount to award of the Contract and the Bidder shall initiate the execution of the work as specified in the Contract.

32. Expenses for the Contract

All incidental expenses of the execution of the Contract/ agreement shall be borne solely by the successful Bidder and such amount shall not be refunded to the successful Bidder by the EIC.

33. Failure to abide by the Contract

The conditions stipulated in the Contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the Contract without prejudice to the rights of EIC with such penalties as specified in the Bid Document and the Contract.

In case of termination of the contract due to failure to abide the terms and conditions laid in the bid contract or the agreement will result in forfeiting of the Bank guarantee.

34. Termination of Contract

Termination for Default EIC may, without prejudice, to any other remedy for breach of Contract, by prior written date the Contract in whole without assigning any reason if

- a. The qualified Bidder fails to perform any other obligation(s) under the Contract.
- b. If the Bidder is in material breach of the representations and documents pertaining to in this Contract.

The bank guarantee deposited in EIC will be forfeited.

35. Governing Law

The laws of Republic of India shall govern the Tender Document and the Contract.

36. Submission of Bids

Bid should be submitted in two envelopes -envelop 1 (Technical envelope) and envelope 2 (Commercial envelope). The envelopes 1 and 2 should be inserted in third envelope.

37. Authentication of Bid

The original and all copies of the Bid Document shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bid Document shall initial all pages of the Bid Document, including pages where entries or amendments have been made.

38. Validation of Interlineations in Bid

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature and stamp.

39. Sealing and Marking of Bid

The copies of the Technical Bid shall be placed in lacquer sealed envelope 1 clearly marking each "**Technical Bid– Tender for Providing Software Services to EIC (Operational and Maintenance Support)**". The Commercial Bid shall be placed in separate lacquer sealed envelope 2 clearly marking it as "**Commercial Bid – Tender for Providing Software Services to EIC (Operational and Maintenance Support)**". The two envelopes shall then be placed in third envelope, which shall also be appropriately lacquer sealed and marked as "**Bid – Tender for Providing Software Services to EIC (Operational and Maintenance Support)**".

40. Address for Submission of Bid

Last date of submission of bid "**Refer to clause 2.2**" Bids complete in all respect shall be delivered to –

Director,

Export Inspection Council of India

(Department of Commerce)

(Ministry of Commerce & Industry, Government of India)

IIIrd Floor - NDYMCA Cultural Centre Building,1, Jaisingh Road, New Delhi – 110 001.

In addition to the above, the inner envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

41. Responsibility of the Bidder

If the outer envelope is not sealed and marked as required, EIC will assume no responsibility for the Bid's misplacement or premature opening.

42. Rejection of Bid

The Bid Document shall be submitted in the form of printed document. Bids submitted by Telex, fax or email would not be entertained. Any condition put forth by the bidder not conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.

43. Late Bid

Any bid received by EIC after the deadline for submission of bids prescribed by EIC, will be summarily rejected and returned unopened to the Bidder. EIC shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

44. Opening of Technical Bid

44.1 Opening of Bids

EIC will open all Technical Bids on "**Refer to clause 2.2**". The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date

of Bid opening being declared a holiday for EIC the Bids shall be opened at the appointed time and location on the next working day.

44.2 Announcement of Bids

The Bidder's names, Bid modifications or withdrawals and the presence or absence of requisite bid security and such other details will be announced at the opening. No bid shall be rejected at bid opening, except for late bids.

44.3 Bids Not Considered for Evaluation

Bids those are rejected during the bid evaluation process shall not be considered for further evaluation, irrespective of the circumstances.

45. Opening of Commercial Bids

Commercial Bids will be opened and compared after the technical evaluation. The name of Bidder, bid prices, total amount of each Bid, etc. shall be announced by the EIC at the Commercial Bid opening. The EIC will prepare minutes of the Commercial Bid Opening.

The date, time and venue of opening of commercial bid will be advised to the short listed bidders separately.

46. Clarifications of bids

To assist in the evaluation, comparison and an examination of bids, EIC may, at its sole discretion, ask the Bidder for a clarification of its bid including breakup of rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, EIC reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

47. Completeness of bids

EIC will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Tender Document.

48. Rectification of Errors

Arithmetical errors will be rectified on the following basis: -

If there is a discrepancy between the rates in words and figures, the rate in words will govern.

49. Penalty clause:

For AMC:

In case the system including Hardware, system software and application software fails for more than 30 Minutes at a time on a working day between 0900 to 1800 hrs, EIC would impose a penalty of 5% on the invoice raised for the quarterly payment.

Hosting Management:

- a. In case of failure to deploy the complete setup, the bidder shall pay EIC a penalty @1% per week of delay or part of thereof of the MRC.
- b. The bidder shall bear the financial loss incurred by EIC on account of any data loss arising out of its failure to perform the functions i.e. all files and folders stored on the server hard disks including Operating system level (system state) and database backup shall be taken on regular basis (at least once per day) AND provided to EIC on monthly basis. Decision of Director, EIC in this regard will be final.
- c. In case of failure to meet the service of 99.90% uptime/service availability i.e., the uptime/service availability shall include availability of the system, server hosting, running of application software, hardware etc., the bidder shall pay the following penalty to EIC by way of credit in the bills to be raised for MRC.

Duration of unavailability of services in the month	Credit to be given to EIC
From 0 to 0.75 hours	nil
From 0.75 hours to 1.80 hours	10% of the MRC
From 1.80 hours to 2.40 hours	20% of the MRC
From 2.40 hours to 3.00 hours	35% of the MRC
From 3.00 hours to 5.00 hours	50% of the MRC
For additional hour or part thereof beyond 5 hours	Rs.10,000/-

Software Development/Enhancements/Modifications:

In case the bidder is not able to deliver the required development of software /Enhancements /Modifications within the stipulated time, EIC would impose a penalty of 1%Per Week delay.

