Export Inspection Council of India

Request for Proposal (T-208/digital_CoO/2010) for "Appointment of Software Service Provider (SSP) to design, develop, host and support a CoO (Certificates of Origin) Issuance System for Export Inspection Council" dated 12.08.2010.

ADDENDUM to the RFP

The RFP may be read along with the following additions:

Sl. No	Section	Clause	Reference/ Subject	Existing Provision	Read as
1	4	4.2.1.2 (4.2.1.2.7)	Software engineering and solution design	-Text added-	Following text added after paragraph 2: **Types of data need to be archived:** 1. Electronic documents 2. Database data 3. Electronic files 4. Email The data needs to be readily accessible in a reasonable timeframe without requiring a lot of manual manipulation. Data base as well as application should be designed in such a way that automated Data Archival can be carried out by the system. In selecting the ideal database archiving solution, bidders should consider whether the technology under consideration allows them to: ► Accommodate current and future archiving needs across application and database ► Safely archive and remove precise subsets of rarely used data from complex relational databases with 100 percent accuracy ► Preserve the referential integrity and business context of the data even for the most complex data model ► Intelligently index archived data to ensure fast retrieval ► Preview the data after it is archived and before it is deleted from the production database to prevent deleting data inadvertently ► Store archived data on a variety of alternative storage mediums and keep it "active" for easy access when

Sl. No	Section	Clause	Reference/ Subject	Existing Provision	Read as
					needed ► Quickly locate, browse and manage specific archived data no matter where it is stored ► Arranging the data in a manner that facilitates easy analysis so that any historization operation on the database can be carried out at any moment of time **Database archiving requirements:** 1. **Volume:** separate active from static data in order to reduce the volume of data residing on primary storage 2. **Value:** assess the value of this data so it can be properly managed 3. **Retention:** retention period be clearly defined for each data category 4. **Risk:** store archive data on rewritable magnetic disk
2	4	4.2.1.5 (4.2.1.5.1)	Managed Service Provider for "CoO application" and related Hardware, software licenses for Test, Training and Production environment: **(Disaster Recovery (DR) Solution)**	-Paragraph 4-	Text added below paragraph 4: **It is preferable to have the Disaster Recovery Site in a different seismic zone as of the Primary Data Centre Site.**
3	4	4.2.1.5	Managed Service Provider for "CoO application" and related Hardware, software licenses for Test, Training and Production environment	-Text added-	Sub heading **"Database Security" and "BCP-DR administration"** added under 4.2.1.5.2 after sub-heading **"Security Administration"** Database Security annexed here in the corrigendum/addendum as ANNEXURE I & BCP-DR administration annexed here in the corrigendum/addendum as ANNEXURE II

CORRIGENDUM to the RFP

The RFP may be read along with the following substitutions/modifications:

Sl. No	Section	Clause	Reference/ Subject	Existing Provision	Read as
1	2	2.2	Critical information	Last date & time for submission of Bids: September 10, 2010, 1500 Hrs	Last date & time for submission of Bids: **September 24**, 2010, 1500 Hrs
2	2	2.2	Critical information	Technical Bids opening: September 10, 2010, 1600 Hrs	Technical Bids opening: **September 24**, 2010, 1600 Hrs
3	3	3.2	Purpose of the project	- Support Requirements-	Necessary user and technical support to internal users of EIC, EIAs, their sub-offices and external stakeholders (Exporters/Importing customs/Ministry of Commerce).
4	3	3.5	Bid validity	-90 days-	The bid is valid for **180 days** from the last date (deadline) for submission of proposals.
5	3	3.11 (3.11.4)	Bidder inquiries and EIC responses	-Employer-	EIC will respond in writing, using standard electronic means for providing explanation of the query to all the bidders. Should EIC deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under section 3.12
6	3	3.17 (3.17.4)	Submission of proposal	-Text modified-	The cover containing Prequalification Bid and Technical Bid as mentioned above should be put in another single sealed envelope clearly marked "Appointment of Software Service Provider to design, develop, host and support a CoO (Certificates of Origin) Issuance System for Export Inspection Council". This envelope is to be superscribed with the RFP Number, Due Date and the wordings "DO NOT OPEN BEFORE 1600 Hrs on **September 24**, 2010. Same details are to be marked on the covers of the Prequalification and Technical Bids

Sl. No	Section	Clause	Reference/ Subject	Existing Provision	Read as
7	3	3.25	Documents comprising the bid	-Text modified- (Serial Numbers rectified)	Please read 3.25 clause sequentially as under 3.25.1.1 (3.25.1.1.1 to 3.25.1.1.3) 3.25.1.2 (3.25.1.2.1 to 3.25.1.2.4) 3.25.1.3 (3.25.1.3.1)
8	3	3.27 (3.27.8)	Evaluation of Bids	-consultants-	Commercial proposals of only those bidders who are technically qualified shall be opened publicly on the date & time specified by the EIC, in the presence of the bidders' representatives who choose to attend.
9	3	3.27 (3.27.11)	Evaluation of Bids	-would-	Unit prices for each component of the detailed BOQ (Billing order Quantity) should be mentioned. Any spelling mistakes or incomplete information furnished could invite for disqualification of the bid
10	3	3.29 (3.29.1)	Pre-Qualification Criteria	-Text modified- (in the table SL 8)	The Bidder/Consortium member responsible for software service should have successfully designed, developed and implemented at least three nationwide web-based application software in last three years for Government of India or its subordinate organizations in India with multi location usage. **These applications should also have been duly audited, preferably by Government Approved Organization / Auditors**.
11	3	3.34 (3.34.5)	Performance Bank Guarantee	-Text replaced-	In the event of the SSP being unable to service the contract for whatever reason, EIC would invoke the performance bank guarantee. Notwithstanding and without prejudice to any rights whatsoever of the EIC under the Contract in the matter, the proceeds of the performance bank guarantee shall be payable to the EIC as compensation for any loss resulting from the SSP's failure to complete its obligations under the Contract. EIC will inform the SSP of the invoking of the bank guarantee.

SI. No	Section	Clause	Reference/ Subject	Existing Provision	Read as
12	4	4.2.1.1 (4.2.1.1.5)	Project Inception (The Plan document shall include)	-Data migration/digitization and data entry plan (Bullet 9)-	Data Migration/ digitization plan
13	4	4.2.1.2.1.2	Application Manuals	-Training materials (Bullet 2)-	Training materials include training manuals, online web tutorials, presentation decks and online content to be prepared in English and Hindi.
14	4	4.2.1.5	Managed Service Provider for "CoO application" and related Hardware, software licenses for Test, Training and Production environment	-Text in heading of column 3 of table modified-	Total **Certificates** received (from January 1, 2009 to December 2009)
15	4	4.2.1.6 (4.2.1.6.1)	Data Migration	- Migration and digitization of legacy data-	**Sub-heading and Text replaced as under:** **Data Migration:** Currently, EIC handles a large amount of manual data collected from the different locations and digitize data to a limited extent. Availability of data in digitized format will be essential for the successful implementation of the project. For systems which have been automated to an extent, the data will have to be migrated to the new system. Software service provider is expected to migrate the existing data from the existing application which is approximately 9 GB in size.
16	4	4.2.1.6 (4.2.1.6.2)	Data Digitization	-Data digitization of the current manual records-	**Sub-heading and Text replaced as under:** **Data Digitization:** Annexed here in the corrigendum/addendum as ANNEXURE III
17	7	7.8.1	Sub-contract	-Text replaced-	The SSP shall not be permitted to appoint any delegate/subcontractor for the performance of key services listed below: ▶ CoO core application, report digitization system designing, development, integration and roll out

Sl. No	Section	Clause	Reference/ Subject	Existing Provision	Read as
					▶ Managed hosting: Application, PDC and DR sites ▶ Service support and maintenance of application SSP may assign Facility Management Services, External Users Helpdesk Services to a third party/ASP. List of Application Service Provider (ASP's) proposed to be engaged by the SSP for this contract must be declared by the SSP at the time of bidding. It is desirable that the number of ASPs engaged by the SSP for this contract is kept to the minimum possible.
18	7	7.12 (7.12.1)	Knowledge of Datacenter site conditions	-Text replaced-	SSP shall grant access to EIC for inspection of the datacenter during the contract period, as and when required by EIC.
19	9 to 19	-	Annexures (A to K)	-Text added-	RFP Number added wherever applicable: T-208/digital_CoO/2010
20	11	11.2	Annexure C: Prequalification Formats: **Supporting Information for Pre-Qualification Conditions**	-Text modified- (in the table SL VIII column No. 2)	The Bidder/Consortium member responsible for software service should have successfully designed, developed and implemented at least three nationwide web-based application software in last three years for Government of India or its subordinate organizations in India with multi location usage. **These applications should also have been duly audited, preferably by Government Approved Organization / Auditors.**
21	11	11.3	Annexure C: Prequalification Formats: **Earnest Money Deposit Form**	-EMD form -	Deleted: (Bank Guarantee is not applicable to EMD- Refer Clause 3.16.1. of the RFP).

Sl. No	Section	Clause	Reference/ Subject	Existing Provision	Read as
22	12	-	Annexure D: Technical formats	- Paragraph 1: Text modified -	We, <<name of the undersigned Bidder>>, having read and examined in detail all the bidding documents in respect of **"Appointment of Software Service Provider to design, develop, host and support a CoO (Certificates of Origin) Issuance System for Export Inspection Council"** do hereby propose to provide our services as specified in the bidding proposal submitted by us.
23	12	-	Annexure D: Technical formats	- Sl No. 6-	Blank point 6 deleted: Point 7 to be read as point 6.
24	14	14.2	Annexure F: Commercial formats: **Breakdown of cost components**	-Text added-	**Tables related to cost components modified/added:** Annexed here in the corrigendum/addendum as ANNEXURE IV
25	14	-	Minimum Staffing Requirement	-Text added/modified/deleted-	**Tables related to cost components modified/deleted:** Annexed here in the corrigendum/addendum as ANNEXURE V
26	15	-	Annexure G: Format of Bank Guarantee	-Text replaced -	**Format replaced:** Annexed here in the corrigendum/addendum as ANNEXURE VI
27	17	-	Annexure I: Sample contract to be signed	-Sl No. 1 replaced -	The following documents attached hereto shall be deemed to form an integral part of this Contract: (a) The General Conditions of Contract; (b) Scope of work (c) The following Appendices: Appendix A: Description of Services Appendix B: General Conditions of Contract Appendix C: Reporting Requirements Appendix D: Staffing schedule

SI. No	Section	Clause	Reference/ Subject	Existing Provision	Read as
					Appendix E: Cost Estimates Appendix F: Duties of the "Authority" Appendix G: Duties of the "SSP" Annexure H – Service Level Agreement (SLA) Appendix I - Copy of RFP issued with addendum, if any Appendix J - Copy of Technical Proposal submitted by SSP
28	19	-	Annexure K – Service Level Agreement (SLA)	-Text replaced-	**Text replaced:** Annexed here in the corrigendum/addendum as ANNEXURE VII

Annexure I: Database security

Securing these databases is critical to protect sensitive information and comply with policy regulations.

Database security must address the following four areas:

► **User management:** Centralized database user management and strong authentication help address compliance and insider threat challenges

► **Access control:** Controlling access to databases, applications, and data from within the database so as to reduce the risk of ad hoc access to application databases bypassing the actual application. When determining who accesses databases, data, and applications as well as when, where, and how databases, data, and applications are accessed, enterprises must follow the least privilege principle.

► **Least privilege:** Requires that users and applications have the minimal privileges required to function properly. In a database environment, this might mean that a user or an application can read the data out of a specific database table but is not authorized to modify that data or even be aware of other tables in that database.

► **Segregation of duties:** Is associated with least privilege and primarily refers to the access granted privileged users, such as administrators. With segregation of duties, a database administrator will only be able to perform administrative tasks and possibly not even be able to access the underlying data. Transaction logging and auditing must be enabled and reviewed proactively through alerting.

► **Database Encryption**: Data should be transparently encrypted when written to disk and transparently decrypted after an application user has successfully authenticated and passed all authorization checks. Encryption of columns that contain sensitive data or entire database objects residing in a table space should also be considered.

The bidder should include tools which support the above philosophy of database security. The overall approach should be such that compliance regulations are met.

Annexure II: BCP-DR administration

The table below provides indicative Recovery Point Objective and Recovery Time Objective details:

Application	Recovery Point Objective	Recovery Time Objective
CoO application (Report Digitization System)	4 hours of a Business day	1 Business day

Note: Business day means any day that is not a Sunday or a national holiday and starts at 9 AM.

Annexure III: Data Digitization

Data digitization needs to be automated through a leading and appropriate COTS product for digitization of CoO documents from the date of CoO system going live. The proposed COTS product should be seamlessly be integrated with the CoO core application to be developed such that the entire CoO process is automated. The various forms to be digitized through this software includes (but not limited to) the following:

- ► Generalized system Preferences (GSP)
- ► Global system of Trade Preferences (GSTP)
- ► Asia Pacific Trade Agreement (APTA)
- ► SAARC Preferential Trading Arrangement (SAPTA)
- ► Indo-Sri Lanka free Trade Agreement (ISFTA)
- ► India Afghanistan Preferential Trade Agreement (IAPTA)
- ► Early Harvest Scheme under Indo-Thailand Framework Agreement
- ► Comprehensive Economic Co-operation Agreement (CECA) between India-Singapore
- ► South Asian Free Trade Area (SAFTA)
- ► Other Trade Agreements

Requirements for *Report Digitization System*

Current Status: At present, all the certificates (as per the 13 schemes) are captured in Manual/electronic format by data entry. Other documents / correspondences received are tracked and monitored using registers.

Expectations:

1. Report Digitization System would capture following type of documents:
   - Certificate of Origin (CoO) forms (OCR based): These forms would be scanned through Optical Character Recognition system and digitized.
2. Number of pre-defined formats to be developed:
   - 13 forms/scheme forms (but not limited to) e.g. GSP, GSTP APTA, APTA, ISFTA etc.
   - Invoice of the forms, Bill of lading, Bill of entry, Cost sheet etc,

Functional Requirements:

3. Overview: In case of forms furnished in predefined format (OCR and Non-OCR based documents) the system would enable the following:
   - Capture the document and data

- Verify the data quality
- Convert form to XML format
- Link the Scanned / OCR document to the workflow

4. Capture the document and data
    - User should be able to perform an online and batch mode scan of the paper based documents.
    - For OCR based document, user should be able to capture the paper based documents as editable and searchable electronic forms.
    - User should be able to delete, re-scan and replace poor quality images and missing pages.
    - User should be able retrieve the document based on indexing
    - User should be able to check the status of documents and batches of documents (e.g. documents that are scanned but not yet indexed, etc.).
    - User should be able to define customized templates for other documents with basic information about the scanned document such as Type of Document, Date of Receipt etc.

5. Verify the data quality
    - User should be able to perform image quality check with visual verification of each page of each document image.
    - Application should mark unreliable data capture and provide suggestions about the quality of document.
    - Application should mark certain data for verification based on pre-defined rules set by the user.
    - User should be able to validate the document using the synchronized split screen.
    - Application should capture time stamping of the verified documents

6. Convert report to XML format
    - In case of Reports, once the OCR and verification is done, it should be executed through Report Capture Utility and Report Submission Utility in a batch mode and converted to XML format.
    - The XML files should be stored in a pre-defined location for further processing.

7. Link the Scanned / OCR document to the Document Management workflow
    - User should be able to link the scanned / OCR document to the Document Management workflow.

Constraints:

8. SSP should necessarily propose COTS software application or component of a COTS application for the OCR solution. Technical Proposals that do not propose required COTS application or component of a COTS application for this solution area should be summarily rejected.

Security Requirements: For any customized component of the application, SSP should make available the source code of the application to EIC. Along with that the SSP should also assure the security and integrity of the application.

Modifiability Requirements at the minimum:

9.	Application should give the facility to add / delete / edit user details and privileges.

10.	User should be able to modify / add / delete the form definitions when required.

11.	Users should be able to configure the parameters of the documents fed in the system.

12.	As a design principle, SSP should ensure all features / functionalities of the application are parameterized and can be configured by the Purchaser with nil / minimum coding efforts.

Interfacing Requirements:

SI.No	Interface With	Interfacing Requirement
1	Core CoO application	▪ The paper based forms, once digitized, verified and converted to XML are stored in the Core CoO application for further processing. ▪ The scanned images captured in the Report Digitization System should be made available to the case management module of the Analysis and Search System.

Tasks to be performed by the SSP:

13.	SSP should configure the COTS application to meet the stipulated functional requirements.

14.	SSP would be required to design form definitions for pre-defined formats.

15.	SSP would be required to integrate with the workflow of the CoO core application for submission of scanned documents for approval and further processing.

16.	SSP would be required to prepare online help for the users.

Testing and provisional acceptance criteria:

17. Successful execution of all the approved test cases which would include at the minimum the following:

▪	Capture the document and data

▪	Verify the document quality

- Convert report to XML format
- Link the Scanned / OCR document to the workflow

18. Meet the following performance requirement

- Scan 6-10 pages per minute for an approximate of 5000 pages on a working day.
- OCR based forms digitized should have an accuracy of a minimum of 80% for all form definitions.
- Non-OCR based forms and other documents should have an accuracy of a minimum of 60%.

The Data Digitization and Migration plan shall be reviewed and approved by the EIC, Technology group and the governing board. The data migration plan shall be executed before rollout of the central application and shall commence with the setup of the migration environment and preparation/arrangement of data to be migrated.

Annexure IV: Breakdown of cost components:

Table 1: Bidders should provide a summary of the costs as calculated and calibrated in the detailed table 3 and its annexures.

Item description	Quantity (A)	Base rate per unit (B)	Total Base price (C= AXB)	Total of Taxes, Duties and Levis (D)*	Total Price (C+D)
Development, Design, Implementation/rollout of Application	One Time				
Hosting	5 years				
Managed Services	5 years				
Total Bid Price					

*Total taxes includes of Service tax, sales tax, excise duty, custom duty, Octroi, Work contract tax and other taxes. Bidder's are requested to also provide the breakup of tax components while submitting the bid.

Table 2: Bidders should provide a summary of the costs for a period of further 5 years (beyond the 5 year post go live support included in current scope of the RFP), however, the commercials provided in table 2 will not be considered for the evaluation of commercial bids.

Item description	Quantity (A)	Base rate per unit (B)	Total Base price (C= AXB)	Total of Taxes, Duties and Levis (D)*	Total Price (C+D)
Proposed cost of Managed services for further 5 years					

Commercial Bid with breakdown of Cost Components

Note:
1. SSP should provide all prices, quantities as per the prescribed format under this Annexe. SSP should not leave any field blank. In case the field is not applicable, SSP must indicate "0" (Zero) in all such fields.
2. 'Others' refer to any other item that the SSP proposes – it should not be used for any 'miscellaneous' item.
3. Costing for Hardware and equipment (Refer Table A, B and C below) should include AMC / Comprehensive onsite warranty and support arrangement for the period of contracts
4. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable.
5. Purchaser reserves the right to ask the SSP to submit proof of payment against any of the taxes, duties, levies indicated.
6. **Purchaser shall take into account all Taxes, Duties & Levies for the purpose of Evaluation.**

Table 3 is an indicative template that can be used where the bidder is required to submit the detailed break-up of the solution proposed.

Summary Table			(All Prices in Indian Rupees)		
Sr. No	Item Description	Reference Table	Total Base Price (A)	Total of Taxes, Duties & Levies (B)	Total Price C=A+B
1	Hardware for PDC Site	Table A			
2	Hardware for BCP-DR Site	Table B			
3	Other Equipment	Table C			
4	COTS Software Licenses (Perpetual)	Table D			
5	Database Software Licenses (if applicable)	Table E			
6	Development, Implementation and Rollout	Table F			
7	Datacenter services breakup (Like Rackspace, storage space, facilities, power consumption, Administration of Database, System and Network)	Table G			

Summary Table		(All Prices in Indian Rupees)			
8	Managed services/software as a service	Table H			
9	ASP Services (if applicable)	Table I			
10	AMC for Hardware and software (including report digitization and any other COTS software, if applicable)	Table J			
11	Training	Table K			
12	Miscellaneous items (for entire contract period)	Table L			
	Total Bid Price				

Annexures (Table A to Table L) to Table 3

Table A : Hardware for PDC Site (All Prices in Indian Rupees)																				
Sr. No	Item Description	Qty (A)	Base Rate per Unit (B)	Total Base Price (C=AxB)	Taxes, Duties and Levies														Total of Taxes, Duties & Levies K=D+E+F+G+H+I+J	Total L=C+K
					Service Tax		Sales Tax		Excise Duty		Customs Duty		Octroi		Works Contract Tax		Other Taxes			
					%	Value (D)	%	Value (E)	%	Value (F)	%	Value (G)	%	Value (H)	%	Value (I)	%	Value (J)		
	Total Price																			

Note: Base Rate per unit as mentioned in column 'B' above shall be used for the purpose of 'Change Order' for respective item, if any

Table B : Hardware for BCP-DR Site (All Prices in Indian Rupees)																			
Sr. No	Item Description	Qty (A)	Base Rate per Unit (B)	Total Base Price (C=AxB)	Taxes, Duties and Levies													Total of Taxes, Duties & Levies K=D+E+F+G+H+I+J	Total L=C+K
					Service Tax		Sales Tax		Excise Duty		Customs Duty		Octroi		Works Contract Tax		Other Taxes			
					%	Value (D)	%	Value (E)	%	Value (F)	%	Value (G)	%	Value (H)	%	Value (I)	%	Value (J)		
	Total Price																			

Note: Base Rate per unit as mentioned in column 'B' above shall be used for the purpose of 'Change Order' for respective item, if any

Table C : Other Equipment (All Prices in Indian Rupees)																				
					Taxes, Duties and Levies														
Sr. No	Item Description	Qty (A)	Base Rate per Unit (B)	Total Base Price (C=AxB)	Service Tax		Sales Tax		Excise Duty		Customs Duty		Octroi		Works Contract Tax		Other Taxes		Total of Taxes, Duties & Levies K=D+E+F+G+H+I+J	Total L=C+K
					%	Value (D)	%	Value (E)	%	Value (F)	%	Value (G)	%	Value (H)	%	Value (I)	%	Value (J)		
	Total Price																			

Note: Base Rate per unit as mentioned in column 'B' above shall be used for the purpose of 'Change Order' for respective item, if any

Table D : COTS Software Licenses (Perpetual) (All Prices in Indian Rupees)																				
							Taxes, Duties and Levies												
Sr. No	Item Description	Ref: Software Solution Area	License Policy	Qty (A)	Base Rate per Unit (B)	Total Base Price (C=AxB)	Service Tax		Sales Tax		Excise Duty		Customs Duty		Octroi		Works Contract Tax		Other Taxes		Total of Taxes Duties & Levie K=D+E+F+G+
							%	Value (D)	%	Value (E)	%	Value (F)	%	Value (G)	%	Value (H)	%	Value (I)	%	Value (J)	
	Total Price																				

Note: Base Rate per unit as mentioned in column 'B' above shall be used for the purpose of 'Change Order' for respective item, if any

Table E : Database Software Licenses (if applicable) (All Prices in Indian Rupees)																				
Sr. No	Item Description	License Policy	Qty (A)	Base Rate per Unit (B)	Total Base Price (C=A x B)	**Taxes, Duties and Levies**												Total of Taxes, Duties & Levies K=D+E+F+G+H+I+J	Total L=C+K
						Service Tax		Sales Tax		Excise Duty		Customs Duty		Octroi		Works Contract Tax		Other Taxes		
						%	Value (D)	%	Value (E)	%	Value (F)	%	Value (G)	%	Value (H)	%	Value (I)	%	Value (J)	
	Total Price																			

Note: Base Rate per unit as mentioned in column 'B' above shall be used for the purpose of 'Change Order' for respective item, if any

Table F: Development, Implementation and Rollout (All Prices in Indian Rupees)									
Sr. No	Resource Description	No. of person months	Base Rate per person month	Base Price (A)	**Taxes and Levies**			Total of Taxes & Levies D=B+C	Total L=A+D
					Service Tax		Other Taxes		
					%	Value (B)	%	Value (C)		
	Total Price								

Note: Base Rate per person month as mentioned above shall be used for the purpose of 'Change Order' for respective resource, if any

Table G: Datacenter services breakup (Like Rackspace, storage space, facilities, power consumption, Administration of Database, System and Network) (All Prices in Indian Rupees)										
Sr. No	Resource Description	No. of person months	Base Rate per person month	Base Price (A)	Taxes and Levies				Total of Taxes & Levies D=B+C	Total L=A+D
					Service Tax		Other Taxes			
					%	Value (B)	%	Value (C)		
	Total Price									

Note: Base Rate per person month as mentioned above shall be used for the purpose of 'Change Order' for respective resource, if any

Table H: Managed services/software as a service (All Prices in Indian Rupees)										
Sr. No	Resource Description	No. of person months	Base Rate per person month	Base Price (A)	Taxes and Levies				Total of Taxes & Levies D=B+C	Total L=A+D
					Service Tax		Other Taxes			
					%	Value (B)	%	Value (C)		
	Total Price									

Table I: ASP Services (if applicable) (All Prices in Indian Rupees)										
Sr. No	Resource Description	No. of person months	Base Rate per person month	Base Price (A)	Service Tax		Other Taxes		Total of Taxes & Levies D=B+C	Total L=A+D
					%	Value (B)	%	Value (C)		
	Total Price									

Note: Base Rate per person month as mentioned above shall be used for the purpose of 'Change Order' for respective resource, if any

Table J : AMC for Hardware and software (including report digitization and any other COTS software, if applicable) (All Prices in Indian Rupees)								
Sr. No	Item Description	Total AMC Price (A)	Service		Others		Total of Taxes, Duties & Levies D=B+C	Total E=A+D
			%	Value (B)	%	Value (C)		
	Total Price							

Table K: Training (All Prices in Indian Rupees)

Operational and Technical Workshops

Sr. No	Resource Description	Number of Workshops	Cost per Workshop	Total Cost (A)	Taxes and Levies Service Tax %	Service Tax Value (B)	Other Taxes %	Other Taxes Value (C)	Total of Taxes & Levies D=B+C	Total L=A+D
Total										

Certification Training

Sr. No	Resource Description	Cost per trainee	Number of trainees	Total Cost (A)	Taxes and Levies Service Tax %	Service Tax Value (B)	Other Taxes %	Other Taxes Value (C)	Total of Taxes & Levies D=B+C	Total L=A+D
Total										
	Total Price									

Note: Base Rate per person month as mentioned above shall be used for the purpose of 'Change Order' for respective resource, if any.

Sr. No	Resource Description	Qty (A)	Unit Price (B)	Total Base Price C=(AxB)	Taxes, Duties and Levies				Total of Taxes, Duties & Levies F=D+E	Total L=C+F
					Service		Others			
					%	Value (D)	%	Value (E)		
	Total Price									

Note: Miscellaneous costs include travel, printing and other incidental expenses

Annexure V: Minimum Staffing Requirement:

Indicative Staffing Schedule (Person Man-months): Implementation and Roll-out: 01 to 6 months

Key Personnel							
Key Activities	**Personnel (Name & Designation and Proposed Role)**						**Effective Man month**
	1	**2**	**3**	**4**	**5**	**6**	
Total (Man-months)							

Non-Key Personnel							
Key Activities	**Personnel (Name & Designation and Proposed Role)**						**Effective Man month**
	1	**2**	**3**	**4**	**5**	**6**	
Total (Man-months)							

Annexure VI: Form of Bank Guarantee:

Bidder is required to submit the performance bank guarantee for a sum of 20% of the value of the contract.

For Contract Performance Security

Ref :   Date _____

Bank Guarantee NO. _____

To

      << Address of EIC>>

1. Against Letter of Intent number_____dated_____ relating to Tender No. T-208/digital_CoO/2010 for "Appointment of Software Service Provider to design, develop, host and support a CoO (Certificates of Origin) Issuance System for Export Inspection Council" (hereinafter called the 'LoI') entered into between the Export Inspection Council (hereinafter called "EIC") and _____ (hereinafter called the Software Service Provider 'SSP'), this is to certify that at the request of the SSP we _____ Bank, are holding in trust in favour of the EIC, the amount of Rs. _____ (write the sum here in words) to indemnify and keep indemnified the EIC against any loss or damage that may be caused to or suffered by the EIC by reason of any breach by the SSP of any of the terms and conditions of the contract that will be entered subsequently (within 15 days) and/or in the performance thereof. We agree that the decision of the EIC, whether any breach of any of the terms and conditions of the contract and/or in the performance thereof has been committed by the SSP and the amount of loss or damage that has been caused or suffered by EIC shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to EIC.

2. We _____ Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the contract by the SSP i.e. till _____(write a date which is five years and fifteen days more than the date of the LoI) (hereinafter called the said date) and that if any claim accrues or arises against us _____ Bank, by virtue of this guarantee before the said date, the same shall be enforceable against us _____

Bank, notwithstanding the fact that the notice of any such claim is given to us _____ Bank, by EIC either before the said date or within the enforcement period of six months thereafter. Payment under this letter of guarantee shall be made promptly, within one month of our receipt of notice to that effect from EIC.

3. It is fully understood that this guarantee is effective from the date of the said LoI and that we _____ Bank, undertake not to revoke this guarantee during its currency without the consent in writing of EIC.

4. We undertake to pay to EIC any money so demanded notwithstanding any dispute or disputes raised by the SSP in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under.

5. We _____ Bank, further agree that EIC shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the SSP from time to time or to postpone for any time or from time to time any of the powers exercisable by EIC against the said SSP and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank., shall not be released from our liability under this guarantee by reason of any such variation or extension being   granted to the said SSP or for any forbearance by EIC to the said SSP or for any forbearance and or omission on the part of EIC or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the SSP.

Our liability under this Bank Guarantee shall not exceed and is restricted to Rs._____ (Rupees _____ only) (repeat the amount given in clause 1)

This Guarantee shall remain in force up to and including _____ (write the date which is six months date given in clause 2).

Date   _____

Place   _____   Signature   _____

Witness 1 _____   Printed name   _____

Date   _____

Place   _____   Signature   _____

Witness 2 _____   Printed name   _____

(Bank's common seal)

Annexure VII: Service Level Agreement (SLA)

Definitions

For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

"Availability" shall mean the time for which the software services offered by the SSP is available for conducting the desired services.

"Downtime" is the time the software services is not available to EIC and excludes the scheduled outages planned in advance.

"Incident" refers to any event / abnormalities in the functioning of the Services that may lead to disruption in normal operations of the services.

Description of Services Provided

The SSP will provide following services towards the Maintenance and Operations of the software service at the Software Service Provider's (SSP) owned Data Centre.

▶ *Five years comprehensive operations and maintenance* of the software services after successful Go-Live of the CoO application across EIC/EIA locations

▶ *Helpdesk Services* for resolution of issues emanating from the system and the application end users across various EIC/EIA locations after successful Go-Live of the CoO application across locations.

▶ **Note:** The Operation Level Agreements (OLA(s)) between the SSP and its service providers (like subcontracted agencies hired by the SSP for providing the software services to EIC) should be such that the SLA(s) between SSP and EIC are met.

The exact scope and boundaries of services provided as part of this Contract Agreement are detailed in *Scope of Work Section 4* and annexure therein of this tender.

Service Level Agreement & Targets

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The SSP shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels.

The services provided by the SSP shall be reviewed by the EIC and EIC shall:

► Check performance of the SSP against this SLA over the review period and consider any key issues of the past period's performance statistics including major incidents, service trends, etc.

► Discuss escalated problems, new issues and matters still outstanding for resolution.

► Review of statistics related to rectification of outstanding faults and agreed changes.

► Obtain suggestions for changes to improve the service levels.

In case desired, EIC may initiate an interim review to check the performance and the obligations of the SSP. The SLA may be reviewed and revised in accordance to the procedures detailed under the head SLA Change Control. Under the procedures head will be used if there is a dispute between EIC and the SSP on what the performance targets should be.

The SLA has been logically segregated in the following categories:

► Measurements & Targets

► Help desk Services

► Backup Policy

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following table are applicable for the duration of the contract.

Measurements & Targets

The following list of SLAs are tentative for reference, however the detailed SLA document will be shared with the successful bidder at the time of signing the contract

Application Availability Related Service Levels

Measurement	Definition	Measurement Interval	Target	Impact	Penalty
System Availability (Including but not limited to -Application server, Web server, Database server, *Web based CoO application availability (including Report Digitization System)*)	Uptime = {1 - [(System downtime) / (Total Time – Maintenance Time)]} * 100	Quarterly	99.9%	2.16 hours of downtime	----
			>= 99.5% to < 99.9%	<= 10.8 hours to > 2.16 hours of downtime	5% of the quarterly Operations & Maintenance Cost
			>= 99.0% to < 99.5%	<= 21.6 hours to > 10.8 hours of downtime	7% of the quarterly Operations & Maintenance Cost
			>= 98.5% to < 99.0%	<= 32.4 hours to > 21.6 hours of downtime	9% of the quarterly Operations & Maintenance Cost
			< 98.5%	> 32.4 hours of downtime	Event of Default

* the CoO application page should load within 7 seconds of request, except for MIS reports. Response time / page load time for MIS reports would be finalized at the time of contract finalization.

Help Desk Services

Measurement	Definition	Measurement Interval	Target	Penalty
Problem Resolution Time and Coverage	"**Problem Resolution Time**", means time taken by the SSP staff to troubleshoot and fix the problem from the time the call has been logged at the Helpdesk till the time the problem has been fixed. The Help Desk will typically receive calls from system and the application end users across various EIC/EIA locations for application related activities like creation, deletion, modification, page not accessible, report generation, etc.	Quarterly	100% calls to be resolved within 60 minutes	No Penalty
			Unresolved call	0.5% of the quarterly Operations & Maintenance Cost for every 60 minutes of delay on an incremental basis for every unresolved call.

Backup Policy

Sl.No	Measurement	Definition	Measurement Interval	Target	Penalty
1	Adherence to Backup policy	The SSP shall adhere to the Backup policy developed in consultation with EIC.	Quarterly	100% adherence to Backup policy	0.05% of the quarterly Operations & Maintenance Cost for every hours delay.

Sl.No	Measurement	Definition	Measurement Interval	Target	Penalty
				Timely Backup (Full backup should complete within 8 hours)	0.1% of the quarterly Operations & Maintenance Cost for every hours delay.
2	Scheduled Maintenance	Measures timely maintenance of the application Terminals, Storage infrastructure, Security Infrastructure , network infrastructure and help desk management infrastructure operating from the data center The SSP shall provide a detailed maintenance plan on the commencement of the project covering (including but not limited to): Maintenance services to be provided Expected Volume/Frequency Scheduled/Un-scheduled maintenance	Quarterly	100 % of scheduled maintenance should be carried out as per maintenance plan submitted by the SSP. Any scheduled maintenance needs to be planned and intimated to EIC at least 2 working days in advance.	0.1% of the quarterly Operations & Maintenance Cost for every non-compliance

Note: *Application Availability Related penalties shall be governed by the following conditions:*

The Penalty shall be calculated on a quarterly basis. The Penalty would be calculated on an incremental basis for components affected.

Maintenance may include scheduled maintenance or any other maintenance required to ensure continuity of operations. Any downtime for maintenance shall be with prior written intimation to EIC.

The downtime shall be the time from the point the respective equipment becomes unavailable (due to any reason attributable to the SSP) till the time the same becomes fully available for carrying out intended operations (including reinstallation, configuration, restoration, boot-up time, etc.) OR till the time a standby equipment is made available for carrying out intended operations (including installation, configuration, restoration, boot-up time, etc.)

Quarterly operations and maintenance cost is total operations and maintenance cost for the quarter for the complete solution.

Issue Management

General

▶ Issue Management process provides for an appropriate management structure towards orderly consideration and resolution of business and operational issues in the event of a quick consensus not reached between EIC and SSP.

▶ Implementing such a process at the commencement of services shall significantly improve the probability of successful issue resolution. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at operational levels.

Issue Management Procedures

▶ Either EIC or SSP may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.

▶ A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.

▶ The EIC and the SSP shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The SSP will then communicate the resolution to all interested parties.

In case the issue is still unresolved, the arbitration procedures described in the Contract will be applicable.

SLA Change Control

General

▶ It is acknowledged that this SLA may change as EIC's business needs evolve over the course of the contract period. This document also defines the following management procedures:

▶ A process for negotiating changes to the SLA.

▶ An issue management process for documenting and resolving difficult issues.

▶ EIC and SSP management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.

Any changes to the levels of service provided during the term of this Agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this SLA and, subsequently, the Contract.

If there is any confusion or conflict between this document and the Contract, the Tender and its addenda, the Contract will supersede.

SLA Change Process

The parties may amend this SLA by mutual agreement in accordance with terms of this contract. Changes can be proposed by either party**. The SSP can initiate an SLA review with the EIC**. Normally, the forum for negotiating SLA changes will be EIC's quarterly meetings. Unresolved issues will be addressed using the issue management process of this document.

The SSP shall maintain and distribute current copies of the SLA document as directed by EIC. Additional copies of the current SLA will be made available at all times to authorized parties.

Version Control

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

Responsibilities of the Parties

SSP

SSP is responsible for executing this contract and delivering the services, while maintaining the specified performance targets. Additionally the SSP is responsible for:

▶ Reporting problems to EIC as soon as possible

▶ Assisting EIC in management of the SLA

▶ Providing early warning of any organizational, functional or technical changes that might affect SSP's ability to deliver the services.

▶ Assisting EIC to address and resolve issues from time to time.

▶ SSP shall take immediate action to identify problems and follow up with appropriate action to fix them as quickly as possible

EIC

EIC is responsible for:

▶ Reporting defects and problems to the SSP as soon as possible

▶ Assisting SSP in management of the SLA

▶ Providing early warning of any organizational, functional or technical changes that might affect SSP's ability to deliver the services

▶ Assisting SSP to address and resolve issues from time to time

Management Escalation Procedures & Contact Map

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure would mean that EIC and SSP management are communicating at the appropriate levels.

Escalation Procedure

Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

▶ Either EIC or SSP can initiate the procedure

- ▶ The "moving party" should promptly notify the other party that management escalation will be initiated
- ▶ Management escalation will be defined as shown in the contact map below
- ▶ Escalation will be one level at a time and concurrently

Contact Map

Escalation Level	Department Representative with contact Details	SSP* Representative with contact Details
Level 1: Project Manager		
Level 2: Project Director		
Level3: Steering Committee		

SSP shall provide information for the following:

Chief Executive Officer

Project Manager

Team Members/ Engineers

Acceptance of SLA

IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement vide Tender No. **<TENDER REFERENCE NUMBER> Dated <DATE>** to be executed by their respective authorized representatives.

For and on behalf of: **For and on behalf of:**

_____**SSP**   _____**EIC**

Place: _____   Place: _____

Date: _____   Date: _____

Name: _____   Name: _____

Title: _____   Title: _____

Office Seal: _____   Office Seal: _____