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.

Pre-bid Meeting: 27th August 2010
Response to queries

(As announced in the pre-bid meeting, the queries raised during the meeting, emailed in the prescribed format and received upto 1400 Hrs on 30th August 2010 have only been considered)

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
1	2.1	7		RFP states that SSP has to provide the software for issuing Certificate of Origin Online and other related services. As per the Functional reqts given and the study at site visit, we understand that the following are the processes followed before issue of CoO. Registration of the exporter, Declaration by exporter for each consignment, Payment by exporter, submission of the export invoices, inspection at the product manufacturer's site, CoO approval by Certifying officer and finally issuing the CoO. Is there any other	L&T Infotech	Please refer RFP and any corrigendum issued on the EIC website for the scope. You may also visit the EIC website for additional details on the CoO activities.

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				service to be covered?		
2	3.2	8		We understand that there are around 40 users in each location. Give the breakup for each EIC/EIA user category/profiles locationwise?	L&T Infotech	The number of internal users is currently 200. The 5 EIA offices (at Delhi, Mumbai, Chennai, Kochi and Kolkata) constitute approx. 80% of the total users. None of the locations currently have more than 40 users.
3	Section 3.2	Page 8		Please help clarify the scope of work in terms of : - locations for the project - current setup at these locations - expected mode of connectivity	TCS	- locations for the project : The users of the project are EIC, EIAs and their sub-offices. Their present numbers are EIC-1. EIAs-5 offices and 29 sub offices, exact list of office locations is available on the EIC website. - current setup at these locations : Client side IT Infrastructure (like Desktops, printers, internet connectivity etc) is not part

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						of the scope of this RFP, however SSP is required to provide the detailed specification/configuration of the client side requirements to access the centralized CoO application. - expected mode of connectivity : based on the solution proposed by the bidder. The envisaged application should be a web based solution and also work in an offline mode in case of temporary failure of network
4	Section 3.2	Page 8		What is the meaning and expectation from the term "Managed Hosting Services", please elaborate?	TCS	Please refer Clause 3.2, 4.2.1.3 and 4.2.1.5 of the RFP
5	Section 3.2	Page 8		Page 8 under the scope says connectivity to be provider by SSP whereas Page 38 says internet connectivity to be provided by EIC. Please clarify.	TCS	Section 3.2, Page 8 refers to connectivity within the data center as well between the PDC and DR sites of the SSP. This connectivity is to be provided by the SSP / Consortium partner. Section 4.2.1.5, page 38 refers to the client side network connectivity to

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						access the envisaged web based centralized CoO application. The internet connection for this access would be provided by EIC
6	3.8.1	9		We understand that there is an existing system used by EIA/EIC for issuing CoO at headquarters and also at their suboffices. Will SSP need to develop the new system including those reqts in the existing system? If yes, Is there any technical documentation exists for those systems? Will EIC share those documents with SSP?	L&T Infotech	A completely new CoO application is to be built. Any better practices than currently implemented in the existing application would need to be reviewed for incorporation in the new application. The details of the existing application would be provided to the selected SSP.
7		Page 17		CMM Level 5 - can this condition be relaxed if the bidder has already executed a similar project for a government export authority on an all India level	Perisoftware	No.
8		Page 17		Turnover - can this be reduced from 10 cr to 3 cr or alternatively can the global group turnover can be considered	Perisoftware	No.
9		Page 17		Min turnover of Rs.25Cr from Software products - Can this clause	Perisoftware	No.

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				be waived if the bidder has already executed a similar project for a government export authority an an all India level		
10		Page 17 Sr. No. 1	The Bidder should have minimum CMMi Level 5 certificate for Software Development Centers in India	We Silver Touch Technologies Ltd. are System integration and Software development company based at Ahmedabad (Gujarat). We are currently CMMi Level 3 company and we will be CMMi Level 5 by September 2010. We request you to kindly amend the criteria by CMMi level 3 or Give us opportunity to bid your RFP now and we can give supporting document for CMMi Level 5 from auditing agency. We are meeting all other criteria of your RFP and assure you to give the best product and services	Silver Touch Technologies Ltd	No.
11	3.29.1	17		Prequalification conditions Sl no. 8 Bidder/Consortium member responsible for software services should have successfully designed, developed and implemented at least three nationwide web-based application software in last 3 yrs for Govt of India/subordinate organizations in India with multilocation usage. Can these	L&T Infotech	No

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				condition be revised to consider the web based projects from other private organisations/international projects experience too?		
12		17	3.29.1.8. 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 have been either approved by NIC/STQC/Government Approved Organization/Auditors	Can the project include portal projects (customization of Commercial off the self products) as they also involve multi-location web based product with lots of customizations to be deployed with all the hardware and networking requirements.	Mahindra Satyam	No

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13		17	3.29.1.8. 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 have been either approved by NIC/STQC/Government Approved Organization/Auditors	Approval by NIC/STQC/Government Approved Organization/Auditors is subject to the discretion of customer and not the SI. Hence the same criteria is requested to be omitted.	Mahindra Satyam	Necessary modification is being issued through a corrigendum- These applications should have been duly audited, preferably by Government Approved Organization / Auditors.
14	Pre Qualificat ion Point 8	Page 18		Referring to the clause below - 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	TCS	Certified / Attested copy of the letter/document issued by NIC/STQC/Government Approved Organization/Auditors. Necessary modification is being issued through corrigendum- These applications should have

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				applications should have been either approved by NIC/STQC/Government Approved Organization/Auditors. For the requirement that these applications should have been either approved by NIC/STQC/Government Approved Organization/Auditors, what should be the format/ content of the supporting document expected. Can this requirement be modified to remove the 3 year restriction and the approval requirement.		been duly audited, preferably by Government Approved Organization / Auditors.
15	Section 3.29.1 Point 11	Page 18		The Prime bidder / one of the consortium partners in case of a consortium should have experience of managing applications and systems deployed at their owned Data Centre with a minimum of 50 application users (of that particular application or systems) , successfully completed or ongoing. Is it necessary that the data centre is owned by Consortium. Can't it be any authorized Vendor ?	TCS	No

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16		Page No. 18	The Prime bidder / one of the consortium partners in case of a consortium should have experience of managing applications and systems deployed at their owned Data Centre with a minimum of 50 application users (of that particular application or systems) , successfully completed or ongoing.	Kindly allow PO's for 3 Projects wherein any Software Developing Agency have hosted their application on the hardware and OS at the Data Centre Provider premises which they themselves may be managing.

Since the Applcations developed by SDA are critical with respect to security. They always keep the control and management of the Applications in their control while hosting it at the data Centre provider premises. | Tulip Telecom Limited | No Change |
| 17 | Section 3.30.2.3 | Page 19 | | Whether confirmed CV's are required ? At the time of implementation of the project, for key personnel, the particular resource might not be available and would need to be replaced with a resource having equivalent profile. Please confirm. | TCS | Please refer Clause 7.9.5 of the RFP for change in team members |

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18	Section 3.30.2.1	Page 19		The clause related to "Relevant Past Experience" does not mention 1) the number of projects required to be mentioned. 2) the list of supporting documents required. 3) The duration of the project for e.g done in last 3 yrs or 5 yrs	TCS	1) As many project as the SSP/Consortium has done. 2) Please refer to SL No. 8 of table under clause 3.29.1. In addition a copy of the certificate from the auditor will be preferred. 3) 3 years as referred to in SL No. 8 of table under clause 3.29.1
19		19	3.30.2 Relevant past experience Marking Scheme	No marks have been provided for Technical presentation. Marking Scheme is heavily skewed towards relevant past experience. Projects handled for authorities operating in the field of exports n 15 marks ---21.5% Certificate issuance projects n 5 marks –--7.2% All India Level projects n 5 marks --- 7.2% TOTAL ----35.7% If an SI doesn't have relevant experience he is bound to be rejected even if it qualifies for the mandatory criteria's as 70% is the minimum qualification marks that is required to qualify technically.	Mahindra Satyam	No Change. Technical presentation would be source for the TEC to finalize marks for the technical component under the head "Solution Proposed(30)" in clause 3.30.2.2 of the RFP.

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				The whole idea of mandatory qualification Criteria's gets defeated due to this. Hence the marking is requested to be made more relaxed with reasonable emphasis on Relevant experience and due importance given to Presentation also.		
20		19	3.30.2 Relevant past experience Marking Scheme	3.30.2 Relevant past experience Marking Scheme Clarity on the marking scheme is not there. Like how many references would be needed for maximum marks. Distribution of marks reference wise is requested to be provided.	Mahindra Satyam	Sufficient breakup of marks for the technical evaluation has been provided in the RFP (Section 3.30). The Technical Evaluation committee at EIC will consider various aspects under each head / sub head defined in the RFP.
21		19	Relevant past experience a. Software development projects handled for authorities operating in the field of exports	Can the projects executed for companies that engage in exports be considered?	Mahindra Satyam	As per RFP clause only the projects handled for authorities operating in the field of exports would be considered

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22		19	3.30.2.1- Number of successful implementation of an All India level project of similar nature	All India level projects are specific to India or is it being referred to the scale at which project should be implemented. If it's specific to India, request the criteria be changed to global projects.	Mahindra Satyam	No Change. The application core users should be in India
23		20	3.30.2.4 Availability of local service support to the various EIAs/EIC offices	What kind of local service support is expected at the EIA/EIC offices	Mahindra Satyam	Please refer Annexure K - Service level Agreement, helpdesk Services for the type and nature of the helpdesk services required. It is however not expected that the SSP will deploy their resources at each EIC/EIC/Sub Office location as long as the SLA conditions are met. The SSP is expected to have a centralized help Desk management team to record and respond to issues/queries.
24		23	4.2.1.1 Design, development, testing, installation, launch, maintenance and management of a suitable custom developed software product for	Is the technology preference for Java or .Net custom development	Mahindra Satyam	No specific preference. Please refer clause 4.2.1.3.3 of the RFP

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			requirement of EIC related to issuance of Certificate of Origin			
25		23	4.2.1.2 Migration/Digitization of Legacy data	Please provide details of the source system, what is the volume of data and the database technology	Mahindra Satyam	The current application is developed on .Net platform with MS SQL server as backend. The approx. database size as on date is around 9 GB.
26	4.2	23		Scope of work - We understand that there is only system used by EIC/EIA in their offices for issuing CoO process. What are the other systems used by EIC/EIA? Do we need to build interfaces / integrate those systems?	L&T Infotech	Yes.

No integration/interface required at present. However, the new CoO system should have a functionality wherein it can be integrated with other systems developed in future. |
| 27 | 4.2 | 23 | | Scope of work - Migration/Digitization of Legacy Data. Do we need to digitize (scan & upload it in DB) the existing manual documents in EIA/EIC offices? How many documents/volume of data in each | L&T Infotech | Migration of data from the existing CoO application is required however digitization of manual / physical legacy data is not in scope. The current data is around 9 GB in size. |

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				head offfice/sub offices?		
28	4.2	23		Scope of work - We understand that in the existing system setup, data is being entered by different type of users like Counter Clerk, Local Admin, HO Admin, SO Admin, Data entry operators, Certifying officer, Dep Director etc . Is EIC/EIA like to continue to work in the same setup with the new system too? If yes, pl. provide the no. for each user profile at each location. What are the different type of user profiles? What is the typical number of levels in a Work Flow approval cycle at EIC Counter and EIA Counter?.	L&T Infotech	The whole exercise is to select a SSP who can design, develop, host and support a CoO (Certificates of Origin) Issuance System. These details would need to be captured and finalized during execution of the project (at the SRS stage) by the selected SSP.
29	4.2	23		Scope of Work - We understand that there are around 4000 certificates issued per day by EIC. Pl. provide the approximate number of CoO issued in each EIA Head Office and by each sub-office in a single day.	L&T Infotech	The distribution of the certificates issued per day on an average basis can be categorized and read as under: 1-25 CoO: 11 offices 26-50 CoO: 8 offices 51-100 CoO: 9 offices 101-200 CoO: 4 offices 201 & above CoO: 3 offices

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						Please refer table under clause 4.2.1.5 which provides the yearly volume of CoO issued for each EIA office which constitutes approx 80% of the total numbers. This clause also mentions "The application and its hosting infrastructure shall support issue of over 10,000 certificates in an 8 hours working day"
30	Section 4.2	Page 23	The implementation agency shall study the requirements of the project and existing systems present in the 35 office locations of EIC	1. Please confirm if the business functionality be same at different offices? 2. Assumed that all the offices will supply the legacy data in same format for migration. Please confirm.	TCS	1. Functionality is same for all locations however please refer SL No. 28, above. 2. Migration of data required of existing application hosted at EIC Server only. Also, refer to SL No. 27, above.
31	4.2	24		Scope of work - Training - What is the skill level of EIA/EIC users? We assume that they must be aware of the basic computer usage. So, we need to provide only the new application training to users. Pl. confirms the understanding.	L&T Infotech	Only training related to new application is required.

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32	4.2	24		Scope of work - What is the total number of Desktops used in each office? How many exporters currently use the web portal for providing the consignment details/declaration?	L&T Infotech	Details of the number of desktops: • Upto 10 desktops each: 29 Offices • 40-70 desktops each: across 6 offices Approximately 500 exporters currently use EIC web portal.
33	4.2	25		Scope of work - What is the total no. of exporters registered with EIA/EIC? How much is the increase expected on YOY? How many them are accountholders?	L&T Infotech	Approx. 80,000 exporters are registered. Expected 30% increase Year on Year. Approx 30,000 exporters are account holders.
34	Section 4.2.1.2.1.2	Page 27	Language requirement	Unicode can only store in Unicode but does not provide any facility to translate. Please confirm that all data needs to be stored only in unicode and any kind of translation will not be required.	TCS	Necessary modification is being issued through a corrigendum- This requirement is only for the application manual and the language will be only English and Hindi.
35	Section 4.2.1.3	Page 30	SSP should ensure that the code is independently reviewed.	Please elaborate on this requirement. Does this mean that SSP needs to mandatorily have a separate internal team dedicated for testing or any 3rd party team will need to be involved.	TCS	SSP should have a separate internal team for this activity

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36	Section 4.2.1.3.1 point 5	Page 32		"Integration of Network (LAN, WAN and internet)" Please elaborate in terms of expectancy and current setup and scenario.	TCS	This integration is only with respect to the data center (both PDC and DR sites and between them)
37	Section 4.2.1.3.3	Page 33		Please elaborate this requirement with scenarios where this will be relevant. Does this only mean that the entire system will be accessed through 'https://'?	TCS	Application is expected to be web-based.

Further, the security related functions / aspects of the CoO application (including but not limited to - login authentication, payment gateway and other transactions) will be relevant as online digitally signed certificates are to be issued |
| 38 | Section 4.2.1.3.3 | Page 33 | SSP should carry out the software development / customization using a robust Application Development Framework / tool with the following criteria… | Is there any preference for any proprietary or open source framework? Also for development methodology, all CMMI compliant vendors may have own development frameworks that are competent as per industry standards so it is requested to make the development methodology/framework a desirable requirement rather than mandatory requirement. | TCS | No.

Any development methodology as long as it is compliant with quality standards like CMM/ CMMi Level 5 for the entire life cycle of the project.

Also refer clause 4.2.1.3.3 |

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39	4.2.1.3.4	35		Development activities for CoO application / Process Design - How many applications are there in EIC/EIA? What are the external systems and the functionality supported?	L&T Infotech	Currently, only one. Not relevant, please refer to Sl No. 28 above.
40	4.2.1.3.4	35		Development activities for CoO application / Business Processes - Do EIC/EIA have any documentation about the various Business Processes?	L&T Infotech	Yes available on the EIC website.
41	Section 4.2.1.4	Page 37	Under the Testing stage, SSP should carryout Integration, Planning & Testing as well as System Test Planning & Testing phases as per the Test Plans prepared and reviewed.	Please consider the following changes - Under the Testing stage, SSP should carryout Integration, Planning & Testing as well as System Test Planning & Testing phases as per the Test Plans prepared and reviewed. SSP should ensure that integration planning is done in parallel with the build phase. Once the application development & unit testing is completed, SSP should undertake the actual integration activity as per the integration test plan Subsequently, integration testing should be carried out as per the plan, log all defects found and	TCS	No Change

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				should ensure these defects are rectified and re-tested. SSP should maintain the integration test plan along with test results & defect statistics and provide the same to EIC, if desired so On successful completion of the integration testing, SSP should carry out the actual system testing as per the system test plan As part of system test planning, SSP should identify features that should be tested and features that need not be tested SSP should ensure that system testing is carried out by an independent team within SSP other than the development team. SSP should setup a separate test environment with test database to carry out system testing. As part of the system testing, SSP should carry out Performance testing of the application to ensure that the application meets the performance requirements identified in the SRS SSP should maintain the system test plan and test results with defect statistics and provide the same to EIC. Notwithstanding the foregoing, a		

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				deliverable shall be treated as accepted by EIC if EIC (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT). Further reworking/ remedy of defects shall be at the cost of the SSP, provided the defects are solely and entirely attributable to the SSP. In all other cases, reworking/ remedy of defects shall be at the cost of EIC.		
42	4.2.1.5.2	40		Application Enhancements/New Development - How many enhancement requests expected in terms of change in functionality on a quarterly basis? How many development requests expected in a quarter?	L&T Infotech	Cannot be predicted at this moment.
43	4.2.1.7	50		Operations and Maintenance - During this maintenance phase, SSP has to work on enhancements. What are the central & state	L&T Infotech	Only the maintenance of the envisaged CoO application is in scope.

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				applications currently used by EIC/EIA? Pl. provide details on such systems		
44	Section 7.1.4	Page 54	"Confidential Information" means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information including any such information that may come to the knowledge of the Parties hereto / SSP's Team by virtue of this Contract that.	Please consider the following changes - **"Confidential Information"** means any information disclosed to or by any Party to this Contract and includes any information in relation **to** the Parties, a third party or any information including any such information that may come to the knowledge **of** the Parties hereto / SSP's Team by virtue of this Contract that. a. is by its nature confidential or by the circumstances in which it is disclosed confidential; or b is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which (i) is or becomes public knowledge other than by a breach of this Contract; (ii) is obtained from another source without restriction; (iii) is in the possession of, or was known to, the receiving party prior to its receipt, without an	TCS	No Change

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				obligation to maintain confidentiality; (iv) is independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information; or (v) is required to be provided under any law, or process of law duly executed.		
45	Section 7.9.13	Page 61		What other vendors of EIC are involved in this tender with whom the SSP needs to coordinate?	TCS	None
46	Section 7.14.4	Page 64		Please clarify attendance reporting procedures	TCS	daily online/offline register
47	Section 7.19.1	Page 66	EIC shall make payments only to the SSP at the time and in the manner set out in the Payment schedule as specified in this contract subject always to the fulfillment by the SSP of the obligations herein. EIC will make all efforts to make payments to the SSP within 60 days of receipt of invoice(s) and all necessary supporting documents.	Please consider the following changes - EIC shall make payments only to the SSP at the time and in the manner set out in the Payment schedule as specified in this contract subject always to the fulfillment by the SSP of the obligations herein. EIC will make all efforts to make payments to the SSP within thirty (30) days of receipt of invoice(s) and all necessary supporting documents. All payments due for more than	TCS	No Change

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				thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, SSP also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by EIC and any such withholding by the SSP shall not be treated as breach by it of the provisions of this Agreement.		
48	Section 7.19.4	Page 67	Payment shall be paid at the times and in the manner set out in the Payment schedule as specified in the RFP, against value of contract. However, Service Tax shall be reimbursed against submission of payment proofs. Works contract taxes, if any applicable, shall be reimbursed against actual and against submission of	Please consider the following changes -

Payment shall be paid at the times and in the manner set out in the Payment schedule as specified in the RFP, against value of contract.

However, Service Tax and value added taxes shall be reimbursed at actual against submission of payment proofs. Works contract taxes, if any applicable, shall be reimbursed against actual and | TCS | No Change |

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			payment proofs.	against submission of payment proofs.		
49	Section 7.19.5	Page 67	In case of change in taxes under change in law, appropriate parties shall be passed the benefit of the same over and above the contract value In case of such change, SSP shall submit a formal request with necessary supporting documents to the EIC. The EIC shall verify these documents and if applicable and approved in writing by the EIC, the SSP shall incorporate such changes into subsequent regular invoice for payment.	Please consider the following changes - In case of change in taxes and introduction of new taxes under change in law, appropriate parties shall be passed the benefit of the same over and above the contract value. This will apply retrospectively, if so applicable upon SSP. In case of such change, SSP shall submit a formal request with necessary supporting documents to the EIC. The EIC shall verify these documents and if applicable and approved in writing by the EIC, the SSP shall incorporate such changes into subsequent regular invoice for payment.	TCS	No Change
50	Section 7.22.1	Page 68	EIC shall own and have a right in perpetuity to use all newly created Intellectual Property	Please consider the following changes - EIC shall own and have a right in	TCS	No Change

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			Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, application source code, specifications, reports, drawings and other documents which have been newly created and developed by the SSP solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The SSP undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the EIC and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals	perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, application source code, specifications, reports, drawings and other documents which have been newly created and developed by the SSP solely during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The SSP undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the EIC and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the EIC. EIC acknowledges that in performing Services under this Agreement SSP may use SSP's proprietary materials including without limitation any software (or		

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			that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the EIC	any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by SSP prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("SSP Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, SSP shall continue to retain all the ownership, the rights title and interests to all SSP Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting SSP from using SSP Pre-Existing IP in any manner. Similarly all the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ SSP's licensor and EIC shall have		

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
				user rights in accordance with end user license agreement (EULA) as applicable to use of such software.		
51	Section 7.22.3	Page 69	The SSP / SSP's Team shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the SSP shall keep the EIC indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the SSP or the SSP's Team during the course of performance of the Services In case of any infringement by the SSP /	Please consider the following changes - The SSP / SSP's Team shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the SSP shall keep the EIC indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the SSP or the SSP's Team during the course of performance of the Services. SSP shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) SSP's	TCS	No Change

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
			SSP's Team, SSP shall have sole control of the defense and all related settlement negotiations.	compliance with EIC's specific technical designs or instructions; (ii) inclusion in a deliverable of any content or other materials provided by EIC and the infringement relates to or arises from such SSP materials or provided material; (iii) modification of a deliverable after delivery by SSP to EIC if such modification was not made by or on behalf of the SSP; (iv) operation or use of some or all of the deliverable in combination with products, information, specification, instructions, data, materials not provided by SSP; or (v) use of the deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided by the SSP; or (v) use of a superseded release of some or all of the deliverables or EIC's failure to use any modification of the deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the SSP.		

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
				In case of any infringement by the SSP / SSP's Team, SSP shall have sole control of the defense and all related settlement negotiations. EIC will defend, indemnify and hold harmless the SSP from and against any third party suit, proceedings damages, judgments, cost and expenses (including reasonable attorney fees) relating to any infringement claim by a third party to the extent based on any EIC materials provided to SSP by or on behalf of EIC or the access and use by SSP of any EIC provided software or material in connection with SSP's performance of Services hereunder without breaching the terms of this Agreement.		
52				A party shall not be entitled to seek any indemnification from the other party unless such party provides the other party with (i) prompt written notice of any claim, demand or action for which such party is seeking or may seek indemnification hereunder and gives the indemnifying party the right to have sole control over the	TCS	No Change

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
				defense and settlement negotiations; (ii) does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim; (iii) reasonably cooperate with the indemnifying party in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations; and (iv) allow the other party, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing. The indemnifying party shall not have the right to settle any claim if such settlement contains a stipulation to, or an admission or acknowledgement of, any wrongdoing (whether in tort or otherwise) on the part of the indemnified party.		

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
53	Section 7.23.5	Page 69	SSP and SSP's Team acknowledge that EIC's business data and other EIC proprietary information or materials, whether developed by EIC or being used by EIC pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to EIC; and SSP along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by SSP to protect its own proprietary information SSP recognizes that the goodwill of EIC depends, among other things, upon SSP keeping such	Please consider the following changes - SSP and SSP's Team acknowledge that EIC's business data and other EIC proprietary information or materials, whether developed by EIC or being used by EIC pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to EIC; and SSP along with its team agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by SSP to protect its own proprietary information SSP recognizes that the goodwill of EIC depends, among other things, upon SSP keeping such proprietary information confidential and that unauthorized disclosure of the same by SSP or its team could damage the goodwill of EIC, and that by reason of SSP's duties hereunder SSP may come into possession of such proprietary	TCS	No Change

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
			proprietary information confidential and that unauthorized disclosure of the same by SSP or its team could damage the goodwill of EIC, and that by reason of SSP's duties hereunder SSP may come into possession of such proprietary information, even though SSP does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. SSP shall use such information only for the purpose of performing the said services.	information, even though SSP does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. SSP shall use such information only for the purpose of performing the said services. This restriction does not limit the right to use such information if it: a. is obtained from another source without restriction. b. Is in the possession of, or was known to, SSP prior to its receipt, without an obligation to maintain confidentiality; c. becomes generally known to the public without violation of this Proposal; d. is independently developed by the SSP without the use of confidential Information and without the participation of individuals who have had access to confidential information; e. is required to be provided under any law, or process of law		

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
				duly executed. SSP's confidentiality obligations herein shall survive the termination of the Agreement for a period of two (2) years. The parties agree that the obligations to maintain confidentiality shall reciprocally apply to all confidential information shared, made available or disclosed by SSP to EIC (as a recipient) and the provisions stated in this Clause 7.23 shall apply mutatis mutandis to all confidential information of SSP.		
54	Section 7.27.1	Page 70	The failure on the part of the SSP to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the SSP.	Please consider the following changes - The failure on the part of the SSP to perform any of its obligations or comply with any of the terms of this Contract due to reasons solely and entirely attributable to SSP, shall constitute an Event of Default on the part of the SSP.	TCS	No Change

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
55	Section 7.31.3	Page 73	The SSP may, subject to approval by the EIC, terminate this Contract before the expiry of the term by giving the EIC a prior and written notice at least 12 months in advance indicating its intention to terminate the Contract.	Please consider the following changes - The SSP may, subject to approval by the EIC, terminate this Contract before the expiry of the term by giving the EIC a prior and written notice at least 12 months in advance indicating its intention to terminate the Contract. Similarly, SPP shall have the right to terminate the Contract in the event of EIC committing any material breach of any term of the Contract and which in the case of a breach capable of being remedied shall not have been remedied within thirty (30) working days of written notice to remedy the same.	TCS	No Change

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
56	Section 7.32.2	Page 74	Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the SSP /SSP's Team or due to the fact that the survival of the SSP as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the EIC through re-determination of the consideration payable to the SSP as agreed mutually by EIC and SSP or through a third party acceptable'to both parties may pay the SSP for those goods that have been satisfactorily installed and commissioned and for that part of the Services which have been authorized by the EIC and satisfactorily performed by the SSP up to the date of termination Without prejudice any other	Please consider the following changes -

Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the SSP /SSP's Team or EIC or due to the fact that the survival of the SSP as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the EIC through re-determination of the consideration payable to the SSP as agreed mutually by EIC and SSP or through a third party acceptable'to both parties may shall pay the SSP for those goods that have been satisfactorily installed and commissioned and for that part of the Services which have been authorized by the EIC and satisfactorily performed by the SSP up to the date of termination Without prejudice any other rights, the EIC may retain such amounts from the payment due and payable by the EIC to the SSP as may be required to offset any losses caused to the EIC as a result of the | TCS | No Change |

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
			rights, the EIC may retain such amounts from the payment due and payable by the EIC to the SSP as may be required to offset any losses caused to the EIC as a result of the Termination or due to any act/omissions of the SSP. In case of any loss or damage due to default on the part of the SSP in performing any of its obligations with regard to executing the scope of work under this Contract, the SSP shall compensate the EEC for any such loss, damageS or other costs, incurred by the EIC. Additionally, the SSP's Team and/or all third parties appointed by the SSP shall continue to perform all their obligations and responsibilities as stipulated under this Contract, and as may be proper and necessary to	Termination or due to any act/omissions of the SSP. In case of any loss or damage due to default on the part of the SSP in performing any of its obligations with regard to executing the scope of work under this Contract, the SSP shall compensate the EEC for any such loss, damageS or other costs, incurred by the EIC. Additionally, the SSP's Team and/or all third parties appointed by the SSP shall continue to perform all their obligations and responsibilities as stipulated under this Contract, and as may be proper and necessary to execute the scope of work under the Contract in terms of the SSP's Bid, the Tender and this Contract, in an identical manner as were being performed before the collapse of the SSP as described above in order to execute an effective transition and to maintain business continuity.		

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
			execute the scope of work under the Contract in terms of the SSP's Bid, the Tender and this Contract, in an identical manner as were being performed before the collapse of the SSP as described above in order to execute an effective transition and to maintain business continuity.			
57	Section 7.38.2.1	Page 77	The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue	Please consider the following changes - The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply for a period of	TCS	No Change

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
			to apply unless the EIC notifies the SSP of its release from those obligations.	two (2) years after terminations of the Agreement unless the EIC notifies the SSP of its release from those obligations.		
58		Page 82 sec 7.38.19.1	Technical Support for Software applications shall be provided by the respective SSP for the period of contract. The Technical Support should include all upgrades, updates and patches to the respective Software applications	Please consider the following changes - Technical Support for Software applications shall be provided by the respective SSP for the period of contract. The Technical Support should include all upgrades, updates and patches to the respective Software applications. This warranty shall not apply in the event that failure of the deliverable to conform to its corresponding specifications has resulted from: (a) modification of the deliverable after delivery by SSP if such modification was not made by or on behalf of the SSP, (b) use of the deliverable in combination/ operation with other products or systems which are not approved by the SSP and operation of the	TCS	No Change

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
				deliverables on incompatible hardware and/or software not recommended by SSP or (c) if the deliverables has been used otherwise than in accordance with the relevant documentation and/or otherwise than for the purpose for which they have been developed or supplied, or (d) defects in components or materials provided to SSP by EIC in connection with the preparation of the deliverables. Except as set forth in this Agreement, SSP makes no warranties to buyer, express or implied, with respect to any services or deliverables provided hereunder, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. All such other warranties are hereby disclaimed by the SSP.		
59	Section 7.38.22.1	Page 82	The SSP shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the EIC.	Please consider the following changes - Neither party shall transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the other	TCS	No Change

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
				party.		
60	Section 7.38.23.2	Page 82	Except in the case of Gross Negligence or Willful Misconduct on the part of the SSP/SSP's Team or on the part of any person or firm acting on behalf of the SSP executing the work or in carrying out the Services, the SSP, with respect to damage caused by the SSP including to property and/or assets of the EIC or of any of EIC's vendors shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds the Contract Value	Please consider the following changes -

Except in the case of Gross Negligence or Willful Misconduct on the part of the SSP/SSP's Team or on the part of any person or firm acting on behalf of the SSP executing the work or in carrying out the Services, the SSP, with respect to damage caused by the SSP including to property and/or assets of the EIC or of any of EIC's vendors shall regardless of anything contained herein, shall not be liable for any direct loss or damage that exceeds the Contract Value | TCS | No Change |
| 61 | Section 7.38.23.4 | Page 83 | This limitation of liability slated in this section, shall not affect the SSP liability, if any, for direct damage by SSP/SSP's Team to a Third Party's real | Please consider the following changes -

This limitation of liability stated in this section, shall not affect the SSP liability, if any, for direct damage by | TCS | No Change |

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
			property, tangible personal property or bodily injury or death caused by the SSP/SSP's Team or any person or firm/company acting on behalf of the SSP in executing the work or in carrying out the Services "	SSP/SSP's Team to a Third Party's EIC's real property, tangible personal property or bodily injury or death caused by the SSP/SSP's Team or any person or firm/company acting on behalf of the SSP in executing the work or in carrying out the Services "		
62	Section 7.38.25.1	Page 83	If the SSP fails to complete the entire works before the scheduled completion date or the extended date or if SSP repudiates the Contract before completion of the Work, the Director (I&Q/C) may without prejudice to any other right or remedy available to the EIC as under the Contract;	Please consider the following changes - If due to reasons solely and entirely attributable to SSP, the SSP fails to complete the entire works before the scheduled completion date or the extended date, or if SSP repudiates the Contract before completion of the Work, the Director (I&Q/C) may without prejudice to any other right or remedy available to the EIC as under the Contract; i Recover from the SSP, as liquidated damages and not by way of penalty a sum equivalent to 0.5% of the Contract Value of delayed deliverables for each week (Seven calendar days) delay beyond the Scheduled completion date	TCS	No Change

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
				ii Terminate the contract or a portion or part of the work thereof The Director (I&QIC) shall give 30 days notice to the SSP of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days notice period, the SSP initiates remedial action acceptable to the Director (I&Q/C)		
63		Page 83 sec 7.38.25.2	If the agreement is terminated, the EIC may levy liquidated damages of an amount equal to 10% of the total Contract Value or as may be determined by the EIC at the time of termination	Please consider dropping this clause.	TCS	No Change
64	Section 11.3 and 15	Page 101 & 115	Earnest Money Deposit Form & Format of Bank Guarantee	Please consider the following additions - Standard Bank Clause is not appearing in these Formats for Earnest Money Deposit & Performance Bank Guarantee. Need to insert following provision towards the end of the Format: Notwithstanding anything contained herein above:	TCS	Bank Guarantee is not applicable to EMD- Refer Clause 3.16.1. Necessary modifications are being done through a corrigendum.

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
				a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs._____ (Rupees_____only) b) This Guarantee shall remain in force up to and including _____(including claim period of ____ months). c) Unless the demand/claim under this guarantee is served upon us in writing before_____all the rights of EIC under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned herein above.		
65	Annex J	Page 121		What are the different Application types available? Do you need to maintain various categories of Exporters to support application processing business rules?	TCS	We are talking of development of one application for CoO. At present there are 13 forms and these numbers may increase depending on the free trade agreements entered into the Govt. of India with other countries.

Yes, all categories of exporters. |

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
66	Annex J	Page 121		The requirement to interface with Account/Finance refers to which system-please provide the system details. Also Provide details as to the nature of interface needed (online, batch, offline file upload etc.) and technology available/needed for the purpose	TCS	The envisaged CoO application currently in scope should have the capability to be linked with an accounting system in future
67	Annex J	Page 121		Does the offices need any optical Character recognition software/scanning software at its various offices as a part of this project scope?	TCS	Yes, as part of the Report Digitization system.\n\nNecessary modification is being made through an addendum.
68	Annex J	Page 121		Does the individual networking infrastructure at the various locations of EIC/ESA need to be upgraded as a part of the scope of this projects. Does the scope of SSP includes supply and upgrading of such infrastructure too including B/width expansion. Does the mode of connectivity with the central server and offices be dedicated leased lines for security perspective	TCS	No. Selected SSP is expected to provide the bandwidth requirements for access to centralized CoO application through client machines.
69	Annex J	Page 121		Will EIC select the Payment gateway service provider on its own-Can EIC provide details which payment gateway they would select? Is it safe to assume that all	TCS	Yes EIC will decide on the Payment gateway service provider. Yes all transactions will be in INR. INR transaction volume

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
				transactions will be in INR currency? What is the current INR transaction volume		does not have any impact on the CoO functionality requirement
70	Annex J	Page 121		Please clarify the requirement of generating submission slips for submission of instruments for realization.	TCS	System should be capable of generating submission slips for a batch of 10 instruments bank / branch wise
71	Annex J	Page 122		Please clarify the requirement of linking first 3 letters of the exporters name with existing database of EIC	TCS	The system should have the feature of predicting the name of the entity/ data value based on the user input. Example: if 'a' is typed then all entities starting with 'a' will be filtered, if 'ab' is typed then all entities starting a will be filtered
72	Annex J	Page 122		What's a scheme type/what all types are relevant?	TCS	Scheme type refers to CoO schemes detailed in a free trade agreement where India is Party. There are 13 such schemes at present, details of which are available on www.eicindia.org. All schemes are relevant.

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
73	Annex J	Page 122		Please explain the terms AD GSP, DD GSP, IO etc. If these are user roles please provide what other roles are involved in the approval chain.	TCS	These are examples given of the roles; the roles would be finalized with the successful bidder during project execution.
74	Annex J	Page 122		How the application form is analyzed and processed? Any inspection needs to be carried out offline? Who will perform this task and whether it is relevant to capture the data in the system	TCS	The bidders were given an opportunity to visit EIA headquarters for understanding of the entire CoO process.
75	Annex J	Page 122		How many workflows will be required? How many levels in workflows for approval/delegation/validation etc. are reqd.?	TCS	Please refer to Sl No. 28, above.
76	Annex J	Page 122		Does the exporter also need to respond to validations/queries from EIC, through the system and need to be part of workflow?	TCS	Yes.
77	Annex J	Page 122		Does EIC have a stable Defined validation process for application which can be automated by the system thus simplifying the work and reducing back and forth movement of applications? Or every case is treated as unique?	TCS	Please refer to Sl No. 28, above.

Every case is part of the very own CoO system and it cannot be treated as a separate entity. |
| 78 | Annex J | Page 122 | | Delivery of certificate by email: In what format does EIC needs the softcopy of certificates (examples | TCS | This will be detailed out during the implementation and formulation of SRS with |

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
				as image scans of certificate hardcopies or Adobe PDF documents)? Any security features desired for these e-documents?		the selected SSP. Digital certificates functionality should be part of the envisaged CoO application which the SSP is expected to design.
79	Annex J	Page 122		What mail messaging software is currently used at EIC. Is it used centrally by all the offices and locations EIC or shared by other Govt Organizations? Does EIC want a new mail software exclusively for its own use for security purpose to be provided as a part of this project?	TCS	MS Exchange 2000. This will be detailed out during the implementation and formulation of SRS.
80	Annex J	Page 123		For status tracking of Applications by exporters, what details are needed to be displayed as a part of status?	TCS	This will be detailed out during the implementation and formulation of SRS.
81	Annex J	Page 123		Please clarify, system "...should be capable to handle **any kind** of deviations". It is assumed that any deviations in requirements will be dealt with the scope change request procedure.	TCS	Deviation is with respect to the basic flow or normal flow of processing of the CoO forms. The workflow can have alternate flows. These variations would be conveyed to selected SSP and should be implemented as functionality of the CoO application. This does not

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
						warrant for a scope change request.
82	Annex J	Page 123		What are the different user functional roles required/identified for the system e.g. initial application entry, verifier/one who validates, external user-exporter, external user-any other, approver etc .	TCS	Please refer to Sl No. 28, above.
83	Annex J	Page 123		What are the range of system functionalities to be provided to the exporters other than the facility to search and view/track WIP applications	TCS	Account status of the exporter.
84	Annex J	Page 123		How many legal reports are to be developed? Ex. forms/proformas as per statutory requirement	TCS	Around 30 for each scheme plus dynamic adhoc reports based on key parameters
85	Annex J	Page 123		How many non legal reports are required e.g. consolidated status, statistics etc	TCS	This will be detailed out during the implementation and formulation of SRS.
86	Annex J	Page 123		What are the Data archival requirements? Do you have any data historization requirement?	TCS	Necessary addition is being carried out through an addendum.

Please refer to Sl No. 27 above. |

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
87	Annex J	Page 123		Does EIC's Account/Finance system is being used Centrally by all the offices? Does EIC use this system to maintain the passbook accounts of the exporters?	TCS	There is no centralized accounts/finance application currently. The envisaged CoO application should have the feature / functionality for maintaining passbook accounts.

Also, refer to Sl No. 66. |
| 88 | General | NA | | Please share the number of Soft Copies Required for the Pre-Qual, Technical and Commercial Bid. | TCS | Please refer to clause 3.7 of the RFP |
| 89 | Annex J | Page 121 | The existing application form has to be used by the SSP to prepare an e-form | Please specify the number of e-forms to be designed. | TCS | This will be detailed out during the implementation and formulation of SRS. |
| 90 | Annex J | Page 121 | Exporter Registration | For exporter registration is it safe to assume that online screen with all the required fields and validation rules will suffice the requirement as offline e-form do not add further benefits. | TCS | Bidder is expected to provide a suitable solution at the proposal stage for offline application requirement as well.

Please refer to Sl No. 28, above. |
| 91 | Annex J | Page 121 | | "exporter can upload the supporting documents" .Please clarify how many documents will be required and any size limit applicable. | TCS | It will include but not limited to: invoice, packing list, bill of entry, bill of lading and cost sheet. |

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
						Please refer to Sl No. 28, above.
92	Annex J	Page 121		What are the different master data maintained in the system	TCS	Not relevant. Please refer to Sl No. 28, above.
93	General	NA		Pls confirm whether the proposed new system for issuance of CoO will replace the existing system at EIC completely or both will remain operational in parallel. If yes kindly provide the business reasons for the same and any interface to be developed for the purpose	TCS	No, the selected SSP is expected to develop a new system.

Not relevant. |
| 94 | General | NA | | Please confirm whether as a part of proposed new system if any additional hardware/software/printers are required for process automation/operational improvement at the EIC/EIA offices, will those be acquired/procured by EIC inhouse based on Bidders advice and agreed by EIC OR the supply of the same hardware/software/printers will be in the scope of this bid and to be included in the pricing of this bid. | TCS | The client side hardware / printer are not in scope of this RFP. The Software relevant for the development maintenance and solutioning etc provided by the selected SSP is the liability of the SSP. Selected SSP is further required to provide detailed specification of the hardware / printer requirements in the bid |

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
95	Annex K	Page 125	Service Level Agreement Definitions "Availability" shall mean the time for which the software services offered by the SSP is available for conducting the desired services.	Please consider the following changes - Service Level Agreement Definitions "Availability" shall mean the time for which the software services offered by the SSP is available for conducting the desired services. The time lost due to any of the following reasons shall be taken into account while calculating the availability/ uptime requirement: (a) Time lost due to power or environmental failures; (b) Time taken to recover the system because of power or environmental failures; (c) Time lost due to damage or malfunction in the system or any units thereof due to causes attributable to EIC such as attachment of additional devices, making alteration to the system, maintenance of the system, etc. without SSP's consent and/ or failure to maintain the site as required by the SSP; (d) Time taken for scheduled maintenance/ troubleshooting either for preventive purposes or	TCS	No Change

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
				improvement in function or other purposes; (e) Time taken for reconfiguration or other planned downtime situations; (f) Scheduled shutdowns as required by EIC; (SSP may also request EIC for a shutdown for maintenance purpose, which request will not be denied unreasonably by EIC); (g) Time taken for booting the system (h) Time lost due to unavailability of links. **Further, the maximum/ overall cumulative penalty levied under this Agreement shall not exceed 1% of the Contract Value.**		

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
96	NA	NA	NA	The following provisions are not appearing in the RFP. Need to insert the following provisions into the Agreement: 1) Non exclusivity 2) Non-employment 3) Entire Agreement 4) Tata Code of Conduct Non-exclusivity SSP shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by SSP under this Proposal. Non-employment Neither Party will, without the consent of the other Party, employ or offer to employ (whether under a contract of service or under a contract for services) any person engaged or previously engaged by the other in a technical or managerial capacity in relation to this contract, during the subsistence of this agreement and	TCS	No change

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
				until a period of 24 months has expired after the termination or expiry of this agreement. Entire Understanding This Agreement together with the Schedules, Annexure and Exhibits hereto and executed by the Parties hereto constitutes the entire understanding between the Parties hereto with respect to the subject matter hereto and supersedes and cancels all previous negotiations thereof. Tata Code of Conduct: The business activities of the SSP (TCS) are self-regulated by the "Tata Code of Conduct". EIC undertakes that it will endeavour to promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counsellor or the CEO of SSP. SSP, in turn, undertakes that it will maintain confidentiality of all communications received.		

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Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
97		39	4.2.1.5.1 Disaster Recovery (DR) Solution	What is the proposed location for the DR site	Mahindra Satyam	Anywhere in India, not in the same city as the PDC
98		39	4.2.1.5.2 Ongoing Administration and Maintenance Services	Is a 24x7 helpdesk a requirement as part of the maintenance services	Mahindra Satyam	No.
99			4.2.1	We understand that deployment phase involves only one time migration of data from legacy system to the New system. No incremental uploads are involved. Please confirm	Mahindra Satyam	Yes.
100			4.2.1	One of the requirements is to generate of monthly and weekly reports. We understand that these are operation reports to be generated from Database. Analytical reporting layer (OLAP) is not required in the current scope of project. Please confirm	Mahindra Satyam	Yes.
101		NA	General	Please provide details on the number of users and number of concurrent users	Mahindra Satyam	Internal Users: 200+ External Users: 80000 to 1,00,000 Concurrent users: Currently it is 1,000.
102		NA	General	Please provide details on the number of transactions or number of certificates generated per day	Mahindra Satyam	Please refer to Sl No. 29, above.
103		NA	General	Does client have any platform preference	Mahindra Satyam	No.

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
104		NA	General	What is quantum of Digitization of manual records?	Mahindra Satyam	Necessary addition is being issued through an addendum.
105			3.30.2.1 Relevant past experience (25) a. Software development projects handled for authorities operating in the field of exports (15).	It should be in the software development and not specific to export oriented customers.	VayamTech	No Change
106			4.2.1.2 Migration/Digitization of Legacy data	How many documents need to be digitization what is the size of the document. Kindly clarify.	VayamTech	Necessary addition is being issued through an addendum
107			4.2.1.2 Migration/Digitization of Legacy data	How much data require to be captured.	VayamTech	Necessary addition is being issued through an addendum
108			**4.2.2 Enhanced Support** 4.2.2.2 Help Desk services to support System and end users	How many person required for help desk.	VayamTech	Upto bidders solutioning as long as SLA requirements are met
109			4.2.2.3 Training (Technical and functional)	How many person need to be trained.	VayamTech	Approx 300 users
110			The SSP should ensure that before the application is hosted, it should be cleared by the Third Party Audit team on account of vulnerability management as per	Who will bear the third party audit cost. Kindly confirm.	VayamTech	EIC will bear the cost for the third party audit, however selected SSP would need to prepare and provide all relevant documents / reports required as preparation for the third

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
			security policy decided by EIC			party audit by the external agency and subsequently SSP will be required to implement any changes recommended
111	Annexure J	121		We understand that the developed module has to be integrated with Finance/accounts. Pl. provide details about the existing Financial Accounting system used by EIC/EIA.	L&T Infotech	Please refer to Sl No. 87 above.
112	Annexure J	123		We understand that the system is supposed to generate unique id for each exporter during the registration and it will be used for tracking purpose. What is HS number of the product? When it will be generated by the system?	L&T Infotech	Yes unique ID will be generated per registration. HS stands for Harmonized System and is a global standard followed for item categorization. System does not generate HS it is one of the master table information
113	Annexure J	123		The new module has to be integrated with the mail/messaging software. What is the email s/w currently used by EIC/EIA? If yes, pl. provides the details. If no, do you have any preferences regarding the email software?	L&T Infotech	MS Exchange 2000. This will be detailed out during the implementation and formulation of SRS.
114	Annexure J	122		We understand that AD GSP/ DD GSP is supposed to allocate work stations for specific jobs (Receipt, Data entry, verification, processing,	L&T Infotech	The bidder is expected to provide a solution including any improvement in current process.

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
				certifications, report generation) at EIC/EIA counters. Currently in HO offices, EIC has deployed set of resources specific for data entry. Is EIC willing to continue the same work setup (data entry) in the new system too?		
115	Annexure J	122		What is Processing of instruments? Is it sending the DD/Pay order payments to Bank for collection?	L&T Infotech	Yes.
116	Annexure D	103		Technical Format - There are around 7 points with serial number. For the serial number 6, the point is missing. Pl. provide the details.	L&T Infotech	Necessary modification is being introduced through a corrigendum.
117	Not applicable	General		What are the different type of forms used by EIC/EIA for CoO process? Pl. provide the name of the forms and what is the purpose of each form?	L&T Infotech	Please refer to Sl No. 72 above.
118	Not applicable	General		List of Countries - export permitted to (category wise) and list of countries export to which categorised items are not permitted etc.	L&T Infotech	CoO processing is based on trade agreements with various countries. Currently these agreements have been signed with 99 countries; this figure will increase depending on the agreement signed by Govt. of India with more countries. Please refer EIC website for additional

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
						details. The envisaged application should be configuration based and not dependent on hard coded values.
119	Not applicable	General		We understand that it takes minimum one day to issue a CoO. What is the Maximum duration taken for issue of CoO in exception scenarios?	L&T Infotech	It has to be issued on the same day. In case of clarification required by the EIA officials from the exporter, the duration will increase
120	Not applicable	General		What is the database size of the existing systems?	L&T Infotech	Please refer to Sl No. 27, above.
121	Not applicable	General		What is the technology used in the Existing Systems?	L&T Infotech	Please refer to Sl No. 25, above.
122	Not applicable	General		Who is providing the application support? Is it done internally or by vendors?	L&T Infotech	External- Not relevant
123	Not applicable	General		Any interface required to EDIFACT standards?	L&T Infotech	The proposed solution should be compatible with EDIFACT standards. However, there will be a possibility of integration in future, if need be.

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
124	Not applicable	General		Any interface required to DGFT / ZJDGFT etc? (for IEC etc verification)	L&T Infotech	The SSP should develop the system in such way that it has the functionality /interface for integration with others in future, such as DGFT.
125	Not applicable	General		What is the configuration of the Desktops used by EIC/EIA users?	L&T Infotech	Configuration / Specification of desktops to be provided by the selected SSP.
126	Not applicable	General		We understand that there are around 80000 to 100000 external users. Who are all the users other than exporters & importing customs? Give the breakup for such external users.	L&T Infotech	Ministry of Commerce and its subordinate departments, presently 20 in numbers.
127	Not applicable	General		We understand that there are around 200 internal users. What is the average age group of such users?	L&T Infotech	Average age is 45.
128	Not applicable	General		What are the documents attached/submitted by exporter during the registration process? Typically, what are minimal docs required or maximum no. of docs during registration?	L&T Infotech	Documents related to legal identity, address and relevant permits/certificates and licenses are normally attached for registration process. Minimum number of documents required: 3.

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
129	Not applicable	General		We understand that the exporter can have the passbook account. What is the process followed for this? What are the documents to be attached by exporter?	L&T Infotech	After registration, no other documents except a bank draft and a letter of authorization.
130	Not applicable	General		What is the maximum number of documents submitted by exporter during the issuance of CoO process? What are they?	L&T Infotech	Please refer to Sl No. 91, above.
131	Not applicable	General		Willing to use Digital Signatures, DSCs along with e-Forms and Payment Gateways	L&T Infotech	Yes
132	General	NA		How many internal users for transactional purposes, should be considered, office wise at the start of the project, and yearly growth expected for the same.	TCS	Please refer to Sl No. 2 and 29, above.\n\nYear on Year expected growth is 10%.
133	General	NA		How many external users (of all types) are there currently and yearly growth expected?	TCS	Please refer to Sl No. 33 and 126, above.
134	General	NA		What is the expected count of concurrent users - both internal and external - current and yearly growth?	TCS	Internal Users: 300, growth 10% Year on Year.\n\nExternal Users: 700, growth 30% Year on Year.
135	General	NA		What is the current transactional volume, what is the expected growth in the next 5-7 years	TCS	Please refer to Sl No. 29, above.
136	General	NA		What is the current transaction data size (average size of attached	TCS	Each submission will have on an average 15 text based

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
				documents expected with CoO request) and what is the expected growth in the next 5-7 years		pages. Please estimate the size accordingly.
137	General	NA		Does the proposed system required to be interfaced with any existing system of EIC?	TCS	No.

The new developed system should have a functionality to be integrated with other EIC systems In future. |
138	General	NA		Is the SSP required to provide both the DC as well as DR sites?	TCS	Yes
139	General	NA		Is the respective office network infrastructure upgrade is in scope of this project (H/w ; s/w etc)?	TCS	No. Also refer to Sl No. 125.
140	General	NA		For post go live ongoing training support what is the expected duration, count of trainees, which locations and no. of training sessions to be planned?	TCS	Please refer to Sl No. 31 and 109, above. Bidder is expected to propose training plan accordingly.
141	General	NA		Is the Helpdesk infrastructure/tool provisioning in the scope of SSP or will it be provided by EIC?	TCS	Please refer to Sl No. 23 and 98, above. The necessary tools for the helpdesk services to be provided by the SSP.
142	General	NA		Data Migration: What is the data volume, nature of data and # of years for which data needs to be migrated	TCS	Please refer to Sl No. 27, above.
143	General	NA		What are the current average cycle	TCS	Certificate is issued the

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
				times for application processing meaning duration in days from application submission till certificate is issued.		same day
144	General	NA		How many legacy applications are currently being maintained at EIC. In the proposed new DC, does EIC have any plans to move any of its legacy system also? If yes please indicate the details of such system?	TCS	No.
145	3.16	11	EMD	The EMD may kindly be allowed to be given in Form of Bank Guarantee and format for the same be provided alongwith the validity details	CMC	No change.
146	3.3	19	Technical Evalution Criteria	Clause 3.30.2.1 - request that criteria marking be relooked in to as it gives advantage to those companies having worked with authorities in field of export only earlier.	CMC	No change.
147	3.3	19	Technical Evalution Criteria	Please specify the duration of Proof of Concept?	CMC	The bidder is expected to complete the presentation in around 20 minutes.
148	3.34	20	Performance B.G	The amount of PBG may kindly be	CMC	No change.

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
				considered as 10% which is the industry norm in place of 20% of order value . The intial period of validity may kindly be kept at three years to be extende for another two years as banker sometimes do not issue bank guarantee for a longer period as desired.		
149	4.2	23	Scope of Work	Kindly provide details of existing set up ? Th escope of work suggest the Migration/Digitisation of legacy . Kindly provide the details of Data to be migrated or digitised . In case of diigitisation please inform the type, size and state documents (A-4, A-3 to be digitised) . Would digitisation take palce at central place or at respective offices? please provide details	CMC	The bidders were given an opportunity to visit EIA headquarters for understanding of the existing system. Please refer to Sl. No. 27, above for data migration. Please refer to Sl. No. 67, above for data digitization. Digitization would take place at respective offices- approximately 20 in number.
150				Do envisage any Help desk tool to	CMC	Please refer to Sl No. 23 and 98, above. The necessary

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
				be provide by the SSP		tools for the helpdesk services to be provided by the SSP.
151				Kindly provide detials of data available on-line at present and percentage increase in data each year to size the system. In case of abnormal increase then what specified by EICI towards incremantal data increase . How would EICI componsate the bidder	CMC	Not relevant. Increase in data with increase in business cannot be considered as abnormal.
152		31		Kindly provide some estimates on stationary/Consumable being used/consumed at present BY EICI to estimate the requirments	CMC	Not relevant.
153	4..2.1.4.2	38		We assume Third party audit would be carried out by EICI at its own cost? Please confirm.	CMC	Yes.
154	4.2.1.5.1	39	DC/DR	Kindly clarify the preferred location of DC and DR and its tier Level. Since the set up is being managed by Bidder Who Would have authority to declare that the	CMC	Please refer Sl. No. 97, above.

Necessary modification is being issued through an |

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
				operatio have to be shifted to DR site ? And what would be the minimum time frame require to switch over the operations to DR site and vice versa.		addendum.
155		40/45	Replication	It is mentioend that is to be replicated on a contiuaous basis. Kindly define you would prefer updation at defined inerval or on transaction basis ? This is required to work out bandwidth requirement and to define system architecutre?	CMC	It has to be carried out at regular intervals as per the best industry practices.
156	5	52	payment terms	We request that payment terms be defined for each activity like applaication software, managed service, band width connectivity charges. This would have smoothen the cash flow process for the bidders. At present payment terms are such that some amount would be released after three to five years	CMC	No change

Sl. No.	RFP Clause No.	RFP Page No.	RFP Clause	Query Description	Organization Name	Responses
157	7.38.25	53	Liquidated Damages	The liquidated Damages are open ended. They should be restricted to 5% of contract value?	CMC	No change.
158	General		Document Management System	IS ECIC looking for Full Feldged Document mangement system Meeting certain Industry Standard ? If yes then please specify	CMC	These details would need to be captured and finalized during execution of the project (at the SRS stage) by the selected SSP.
159	General		Training	Kindly specify the place where training to be provided? It is to be provided at central place? Or at various location (if yes please specify no of location). Kindly specify batch size and no. of days training is required. We assume that traininf infrastrucutre would be provided by ECIC and bidder has to only provide course material and faculty?	CMC	Approximately 15 locations. Also refer to Sl No. 140. Training infrastructure will be provided by EIC.
160	General		Concurrent User	Kindly specify the no. of concurrent user Internal as well as external who are likely to access the application?	CMC	Please refer to Sl. No. 134, above.