



REQUEST FOR TENDER

For

**SELECTION OF SERVICE PROVIDER FOR CONDUCTING RED TEAM
EXERCISE**

RFT Reference Number:

Ref: ECGC/Tender-13/RMD/06/2025-26

Dated: 11/08/2025

ECGC LIMITED

**ECGC Bhawan, CTS No. 393, 393/1 to 45, M.V. Road, Andheri (East),
Mumbai-400069**

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Section – 1

1. Introduction

1.1 Invitation to Bidders

By way of this Request for Tender ('RFT') Document (hereinafter also referred to as 'the Bid Document' or 'the RFT Document') ECGC Limited (hereinafter referred to as 'ECGC / the Company'), a company wholly owned by Government of India and set up in 1957, invites competitive Bids on GeM portal from CERT-In empaneled Mumbai based firms/ consultants (hereinafter referred to as ('the Bidder(s)') for **“Conducting Red Team Exercise”** as per scope of work and deliverables defined in Annexure – I of this RFT”.

Prospective bidders are advised to check the prequalification criteria before applying for bids.

The Bidder(s) are advised to study the RFT Document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the RFT Document with full understanding of its terms, conditions, and implications.

Please note that all the required information asked needs to be provided. Incomplete information may lead to rejection of the Bid. The Company reserves the right to change the dates mentioned in this RFT Document at its sole discretion, which will be published on the website/GeM portal for information to the Bidders. communicated to the Bidder(s), and shall be displayed on the Company's website.

1.2 Schedule of events: The various important dates relating to the Tender for **Selection of Service Provider for Conducting Red Team Exercise** of ECGC is as under:

Tender Number	ECGC/Tender-13/RMD/16/2025-26
Mode of Tender	GeM
Date of Issue	11/08/2025

Last Date for submission of Pre-bid Queries (if any)	22/08/2025 up to 17:30P.M
Last date for submission of Bids	08/09/2025 up to 17:30P.M
Bid Opening date/ Date and Time for Eligibility and Technical Bids	09/09/2025
Date of Presentation	10/09/2025 -11/09/2025 at 14:00 PM(Tentative)
Date and Time for opening Financial Bids	12/09/2025
Contact Details: Deputy General Manager (RMD): Mr. Rajesh Joshi	
Telephone	022-66590532
All correspondence / queries relating to this RFT Document should be sent to following email ID only	rmd@ecgc.in

Note: Time lines are subject to change at the sole discretion of ECGC Ltd.

Any subsequent corrigendum/addendum to this RFP document, shall be published on the GeM portal and the Company's website www.ecgc.in only. Prospective Bidders are requested to visit the website/GeM portal regularly.

Section - 2

Disclaimer

The information contained in this RFT Document or information provided subsequently to Bidder(s) in documentary form by or on behalf of ECGC, is provided to the Bidder(s) on the terms and conditions set out in this RFT Document and all other terms and conditions subject to which such information is provided, and the same shall be deemed to be a part of this RFT.

This RFT Document is neither an agreement nor an offer but is only an invitation by the Company to receive bids from interested and eligible bidders for **Conducting Red Team Exercise** to assess its Cyber Security posture. No contractual obligation whatsoever shall arise from the RFT process until a formal contract is signed and executed by duly authorized signatories of ECGC and the selected bidder. ECGC reserves the right to cancel the entire process at any stage prior to the engagement of the consultant without any liability owed to any party.

The purpose of this RFT Document is to provide the Prospective Bidder(s) with information to assist the formulation of their bids. This RFT Document does not claim to contain all the information that each Bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information of this RFT document and where necessary obtain independent advices/clarifications. ECGC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFT.

ECGC makes no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFT or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFT and any assessment, assumption, statement or information contained therein or deemed to form part of this RFT or arising in any way for participation in this bidding process by bidders.

The Bidder is presumed to have examined all instructions, forms, terms and specifications in this RFT along with eligibility conditions as on the date of

submission of its Bid. Failure to furnish all information required under this RFT or submission of a non-responsive bid in all respect will be at Bidder's risk and may result in rejection of the Bid.

This RFT is being issued with no financial commitment and ECGC reserves the right to reject any or all the bids / proposals received in response to this RFT document or withdraw the RFT at any stage without assigning any reason whatsoever and without any liability owed to any party whatsoever. The decision of ECGC in this regard shall be final, conclusive and binding on all the parties. The information provided by the Bidder in response to this RFT document will become the property of ECGC and will not be returned.

Section – 3

3. Instructions for Bidder(s)

3.1. General Instructions

- 3.1.1** ECGC expects a single bidder having in-house capabilities to deliver the scope as per the Scope of Work. Formation of consortium, joint venture or association of consultants or sub-contracting of services in whole or part with other firms shall not be permitted. In case the bidder is found to not possess the requisite capabilities, it will be summarily disqualified from the process of selection.
- 3.1.2** Bidder(s) shall submit their bid (comprising of “Eligibility/Technical” and “Financial” bid) online at GeM Portal. Bidders shall have to visit the GeM portal (<http://gem.gov.in/>), select the appropriate GeM bid number and upload electronically by scanning in PDF format duly filled and signed bid documents, defined forms. Bidders need to click on final submission link to submit their encrypted bid.
- 3.1.3** Prospective Bidders who have not enrolled/registered in GeM portal should enroll/register before participating through the website www.gem.gov.in
- 3.1.4** The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Company and supporting documents and printed literature shall be submitted in English.
- 3.1.5** The Bidder should ensure that there are no cuttings, over-writings, and illegible or undecipherable figures to indicate their Bid. All such Bids may be disqualified on this ground alone. The Bidder should ensure that ambiguous or unquantifiable costs/ amounts are not included in the Bid, which would disqualify the Bid.
- 3.1.6** The Bidder should commit to provide the resources desired by ECGC for the entire duration of the engagement, at the agreed cost and terms and conditions.
- 3.1.7** Partial Bids will not be accepted and shall stand rejected. Bidder(s) shall have to quote for the entire scope of work.

- 3.1.8** Bids not confirming to the requirement of the RFT may not be considered by ECGC. However, ECGC reserves the right at any time to waive any of the requirements of the RFT.
- 3.1.9** ECGC reserves the right to verify the validity and authenticity of bid information and reject any bid, where the contents/information are found incorrect/misrepresented whether partially or fully, at the time, during the process of RFT or even after award of the contract.
- 3.1.10** The bids once submitted cannot be modified or altered.
- 3.1.11** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and ECGC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
- 3.1.12** It is clarified that GeM portal is used only as a platform for tendering. All the terms and conditions contained in this tender shall be applicable during the whole tendering process.

3.2. Scope of Work

The detailed Scope of Work and timeline for deliverables are defined in Annexure – 1 of this RFT.

3.3. Pre-Bid Queries

The Bidder(s) having any doubt/ queries/ concerns with any clause of this RFT document or selection process shall, before submission of their bids, raise their concern within the prescribed timelines specified in the “Schedule of Events” in Invitation to Bid. The queries shall be communicated only through the e-mail id provided, i.e., rmd@ecgc.in in the prescribed format (Annexure – 6). ECGC would issue clarifications/ Amendments in writing via e-mail or posting on company’s website and will become part of RFT. The bidders are expected to use the opportunity to have all their queries answered. ECGC will not be liable to accept or provide any explanation towards any doubt/ concerns beyond the prescribed timeline.

3.4. Submission of bids

- 3.4.1. Online submission of bids:** Online bids will have to be submitted within the time specified on website <https://gem.gov.in/> the following manner: -

- **Technical Eligibility Criteria: Scanned Copies to be uploaded (.pdf):**

The technical information should be prepared very carefully and as indicated in the tender document, since it will form the basis for prequalification of bidder(s). Only relevant and to the point information /document should be uploaded. Failure to provide any required information, and accompanied documents supporting the eligibility criteria (as set out in Annexure-2) may lead to the rejection of the offer. Bidder(s) must read the tender document very carefully before signing it. Following duly filled annexures shall be uploaded as part of Technical eligibility criteria:

- Annexure – 2: Bidders' profile and Eligibility and applicable supporting documents as documentary evidence of eligibility;
- Annexure-3 Technical Evaluation parameter
- Annexure – 5: Acknowledgement;
- Annexure – 7: Declaration;
- Annexure – 9: Details of Professional staff;
- Annexure – 10: Code of Integrity;

Submission of financial quotation along with technical documents will be summarily rejected without further consideration.

- **Financial Bid (.pdf):** Bidder(s) must read the terms and condition as mentioned in this tender document and submit the form accordingly. Bidder(s) are required to check the prices / amount carefully before uploading financial bid. Following duly filled annexures shall be uploaded as part of Financial Bid:

- Annexure – 6: Financial Bid;
- Annexure – 4: Bank Details.

3.4.2. Non-submission of any of the specified documents by the bidder would result in rejection of bid. ECGC reserves the right to ask for additional/ alternate documents from the bidder. Only the bidders meeting the eligibility criteria will be taken forward to the next stage of Bidding process. The documentary evidence of the Bidder's qualifications to perform the Contract in its Bid will be accepted only if it is established that the same are to the Company's satisfaction.

- 3.4.3.** The Bidder, for the purpose of making the Bid, shall complete the respective forms as annexed to the RFT document in all respects. No questions or items in the documents shall be left blank or unanswered. In case the bidder has no details or answers to be provided, a 'No' or 'Nil' or 'Not Applicable' or 'N.A.' statement shall have to be mentioned as appropriate. Bids documents with blank columns or unsigned forms will be summarily rejected.
- 3.4.4.** The Bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the officers duly authorized by the body corporate with its common seal duly affixed. The Bidder shall affix its initials on each page of the Bid document.
- 3.4.5. Professional Staff:** The bidder shall provide to ECGC a list of Professional Staff who shall work on the project along with their qualification and relevant experience in the format as provided under Annexure - 9. Bidder shall ensure that the same staff shall work on the project.

3.5. Bid Prices

- 3.5.1.1.** All Prices are to be quoted in Indian Rupees only.
- 3.5.1.2.** Prices quoted should be exclusive of all Central / State Government levies, taxes (including GST) and inclusive of all out of pocket expenses of the bidder. It may be noted that the ECGC will not pay any other amount and other expenses like travel and accommodation etc. except the agreed professional fees and applicable taxes.
- 3.5.1.3.** Prices quoted by the Bidder shall remain fixed during the Bidder's performance of the Contract if selected and shall not be subject to variation on any account, including exchange rate fluctuations excluding Taxes/ duties/ levies/ cess, etc. which are subject to changes as per provisions of Central/State Government. A Bid submitted with an adjustable price quotation, other than exceptions specified herein, will be treated as non-responsive and shall be rejected.

3.6. Validity of Bids:

3.6.1. Bids shall remain valid for a minimum period of 60 days from the date of opening of the Bid. The prices quoted shall remain fixed and binding during the period of Contract unless agreed otherwise by the Company.

3.6.2. In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity of the Bid on the same terms and conditions. The request and the responses thereto shall be made in writing. At this point, a Bidder may refuse the request without risk of exclusion from any future RFTs or any debarment.

3.7. Evaluation of bids

3.7.1. The Company will examine the Bids pre-liminary to determine whether they are complete, whether the required formats have been furnished, the documents have been properly signed, whether the bid is responsive, i.e., conforms to all the terms and conditions of the RFT Document and that the Bids are generally in order. Non-responsive bids will be rejected summarily and the same may not be made responsive by correction of the non-conformity.

3.7.2. The Eligibility Evaluation will be conducted as per the criteria outlined in Annexure-2. Only those Bidders and Bids which have been found to be in conformity with the eligibility terms and conditions would be taken up by the Company for further detailed evaluation. The Bids which do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

3.7.3. The incomplete technical bid may be subject to rejection. However, ECGC at its discretion may call for additional documents/ clarification from all bidders, if required.

3.7.4. The Bidders submitting bids and meeting the eligibility criteria will be invited for making presentation before the ECGC Technical Evaluation Committee for this RFT, and will be evaluated as per criteria specified in technical scoring sheet (Annexure-3).

3.7.5. During evaluation and comparison of Bids, the Company may, at its discretion ask the Bidders for clarification of their bid or to provide additional documents. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the bidder shall be entertained. The bidders are expected to respond/provide the information/clarification within stipulated time. Failure to do so may lead to disqualification of the bidder.

3.7.6. Evaluation of Price Bids and Finalization

- i. The Bidder(s) who are found eligible in the evaluation of technical eligibility bid shall be deemed eligible for further evaluation and Financial bids for only these Bidder(s) shall be opened.

3.7.7. The Bids will finally be ranked on the basis of prices quoted with the lowest priced bid ranking highest. The final selection will be based on L1 criteria. Company may waive off any minor infirmity or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any Bidder.

3.7.8. Contacting the Company

- i. No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Financial Bid to the time the Contract is finalized and awarded.
- ii. Any effort by a Bidder to influence the Company in its decisions on Bid evaluation, bid comparison or contract award may result in the rejection of the said Bidder's Bid and barring from any future RFTs / contracts / business with ECGC.

3.8. Award of Contract

3.8.1. The Bidder with the lowest price. i.e. L1 shall be awarded the Contract. ECGC will notify the successful Bidder in writing, by letter or by e-mail, that its Bid has been accepted. The decision of ECGC shall be final, conclusive and binding on all the bidders/parties directly or indirectly connected with the bidding process. In case of tie -situation bidders having more number of experience in red team exercise in BFSI sector shall be given preference.

3.8.2. The notification of award will constitute the formation of the offer to contract. The selected Bidder should convey its intent of acceptance of the award of contract

by returning duly signed and stamped duplicate copy of the award letter within seven working days of receipt of the communication. If the selected bidder fails to enter into contract due to whatsoever reasons, ECGC will offer the Contract to the next qualified bidder.

- 3.8.3.** The selected Bidder shall have to execute a Contract i.e., the Service Agreement within 5 (five) working days of conveying acceptance and expected to commence the work as per 'Scope of Work'. The draft of the Service Agreement is enclosed and marked as Annexure – 8. ECGC reserves the right to alter / vary / amend / modify all or any of the terms and conditions set out in the said draft Agreement before its execution.

Section – 4

ANNEXURES

Annexure – 1: Scope of Work & Deliverables Timeline

Background

ECGC intends to conduct Red team exercise to assess its Cyber Security posture. Red team exercise service provider needs to inform the risk involved in red teaming exercise in writing to the CISO and obtain specific written permission for conducting such exercise.

Purpose of Red Teaming Exercise

ECGC envisages to proactively identify the security weaknesses across all dimensions of the IT systems so that adequate actions can be taken well in advance before an actual cyber-attack takes place. It will cover the following broad activities but not limited to:

- i. Recognizing Information security issues of ECGC.
- ii. Identification of misconfigured and unpatched systems.
- iii. Identification of possible weak points in the logical and administrative security controls.
- iv. Examining for weaknesses as through the eyes of a hacker or enemy using all possible exploit methodologies.
- v. Exploitation of the discovered vulnerabilities, conduct lateral movement and further deep diving, collect evidence & demonstrate.

NOTE:

1. The complete exercise has to be done on premise at ECGC office only. The overall status of finding and risk scoring will be as per the standard defined by IRDAI control sheet.
2. The Selected Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession.
3. The selected bidder shall be accountable and responsible for the services required to be performed and it shall not be an excuse that the employee/personnel or key person of the selected bidder committed mistakes or left the bidder during the continuance of the project as per this RFT or for any other reason whatsoever.

4. Bidder to start Red Team assessment within 3 days from the date of award of tender.

THE OVERALL RESPONSIBILITY OF THE SERVICE PROVIDER IS TO ENSURE ECGC 'S COMPLIANCE TO ALL REGULATIONS RELATING TO GUIDELINES ON INFORMATION AND CYBER SECURITY AS ISSUED BY IRDAI.

Detailed Scope of Work for Red Team Exercise	
Scope of Work	<p>Following is a high-level list of scenarios (but not limited to) which shall be covered during the Red team exercises. Before beginning of an exercise, any of these scenarios will be mutually agreed upon between the bidder and the ECGC team. Once scenarios will be identified, the bidder will perform all possible attempts to penetrate, limited to the selected scenarios only.</p> <p>A. <u>Launch a threat from the external network</u></p> <ol style="list-style-type: none"> i. Discovery & Foot-printing. ii. Penetration of websites or other systems exposed to the Internet. iii. Reconnaissance. iv. Enumeration. v. Vulnerability discovery & assessment. vi. Identification of misconfigured and unpatched devices. vii. System hacking (including but not limited to covert channel attacks, remote code execution, buffer overflow, installing backdoors, etc.). viii. Lateral movement post exploitation. ix. Taking remote control of the system. x. Exploiting SSL/TLS channels to compromise confidentiality. xi. Discovery of compromised credentials & sensitive data from public network, dark web & other OSINT/publically available sources. (The discovered data shall be reported to the ECGC). xii. Penetrating into the critical server DMZs (De-militarized

	<p>zones).</p> <ul style="list-style-type: none"> xiii. Bypassing the firewall & gaining unauthorized access into the servers. xiv. Bypassing IDS/IPS & launch attacks against servers. xv. Other forms of attacks such as Session hijacking, Replay, Spoofing, password spraying, etc. <p>B. <u>Penetration from the internal network</u></p> <ul style="list-style-type: none"> i. Penetration of servers & other critical/non-critical systems from the internal network.
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	<ul style="list-style-type: none"> ii. The activities mentioned in the above scenario (A) are also to be done in addition to the activities mentioned in this scenario as per their applicability. iii. Bypassing the Host based intrusion prevention system. iv. Exploiting Windows servers. v. Exploiting Linux & UNIX based systems. vi. Exploiting (& gaining access to) following technologies: <ul style="list-style-type: none"> a. ERP systems b. Mail server c. Document management or collaboration systems d. Directory services e. Web and Database servers both commercial and open source f. Virtualization infrastructure g. Cloud based instances, services, etc. h. Source control server (where application source code is stored). i. Other technologies as used in ECGC vii. Gaining remote shell, privilege escalation after gaining access to servers, evading host-based security systems, DNS server record poisoning etc. <p>C: <u>Malware infection</u></p> <ul style="list-style-type: none"> i. Evading endpoint protection solutions – on user computers as well as servers. ii. Infecting workstations with spyware, Trojans, worms & various other forms of malware. (targeted computers will be decided & pre- approved by ECGC) iii. Installing rootkits through the Kernel. iv. Installing boot sector viruses. <p>D. <u>Ransomware infection</u></p> <ul style="list-style-type: none"> i. Encrypt the drives /file system with any variant of a
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	<p>ransomware (targeted computers will be decided & pre-approved by ECGC).</p> <ul style="list-style-type: none"> ii. ii. Evading Anti-virus, host based intrusion detection system to install a ransomware. iii. Variant of the ransomware may be mutually decided between the vendor & ECGC during the planning of the activity. iv. Exploiting remote computer's vulnerabilities to infiltrate the ransomware through machines over the network.
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	<p><u>E. Penetration into the corporate network</u></p> <ul style="list-style-type: none"> v. Gain unauthorized access to the Wi-Fi / LAN. vi. Scan the network to understand topology and restrictions. vii. Evading the network access control (NAC) system. viii. Exploitation of the Wi-Fi network with advanced approaches to cause further data breach. ix. Exploitation of IPSEC & TLS VPN technologies to gain unauthorized access to the ECGC's private network through the Internet. x. Breach the confidentiality of VPN tunnel. <p><u>E. Social Engineering exploits</u></p> <ul style="list-style-type: none"> i. Launch various forms of social engineering attacks on ECGC employees. ii. Spear phishing – (End to End management of the spear phishing drill to be done by the vendor including initiation, design, launching, tracking, reporting etc., The scenario shall be mutually decided between ECGC & the vendor). iii. Other phishing techniques like Smishing, Vishing etc. Voice recordings in case of vishing should be included in reports to ECGC. iv. Various other variants of social engineering & pretexting attacks as applicable. <p><u>F. Advanced Persistent threats (APT)</u></p> <p>Emulation of Tactics, Techniques and Procedures (TTPs) of well-known malicious actors e.g. as per MITR ATT&CK Framework or any other industry standard techniques. Launch low-and-slow, advanced forms of malicious payloads to the ECGC's IT systems.</p> <ul style="list-style-type: none"> i. Hiding tracks & logs.
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	<ul style="list-style-type: none">ii. Communication with Command & Control centre (C&C).iii. Evading Endpoint protection solution to successfully install the payload.iv. Exploiting zero-day vulnerabilities.
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	<p>G. <u>Penetration into the Computer Physical Systems</u></p> <ul style="list-style-type: none"> i. Exploit the known & zero-day vulnerabilities of CPS systems ii. Perform system hacking, gain remote access to systems. iii. Install malware (after pre-approval from ECGC). iv. Hiding records & logs. <p>H. <u>Assume Breach Exercise</u></p> <ul style="list-style-type: none"> v. Assume Breach Exercise – Key Deliverables (Pointers) vi. Engagement Plan vii. Define scope, objectives, and rules of engagement. viii. Identify assumed breach scenarios (e.g., compromised endpoint, stolen credentials). ix. Lateral Movement & Privilege Escalation x. Demonstrate how attackers can move across systems. xi. Attempt privilege escalation to domain admin or sensitive systems. <p>I. <u>Detection & Response Evaluation</u></p> <ul style="list-style-type: none"> xii. Measure how quickly and effectively the team detects and responds. xiii. Identify gaps in monitoring and alerting. xiv. Test endpoint protection, segmentation, logging, SIEM, effectiveness. xv. Validate firewall and access control configurations. xvi. Technical Findings Report <p>J. <u>Other activities</u></p> <p>As per threat scenarios, exposure factors, vulnerabilities & availability of exploits, bidder may suggest to conduct various other activities which are not explicitly mentioned in this document. Such scenarios must be informed to the ECGC team in advance.</p>
Other Terms & Conditions	<p>A. All of the tools including software, hardware or any other components as required by the vendor during the</p>

	<p>engagement will be completely arranged by the bidder himself. ECGC shall have no role in arranging any tools, except the user workstations & network connectivity as will be required by bidder's personnel while conducting an exercise from the internal network.</p> <p>B. On successful penetration into any system, the bidder shall ensure utmost care so that "Integrity" & "Availability" of the targeted systems are not compromised (the systems must run smoothly & continuously without any disruption). There may be exceptions for few non-critical systems, but a prior approval from the ECGC is strictly required in this case.</p> <p>C. Any critical finding observed while the activity is in progress to be immediately reported to ECGC. Vendor may conduct multiple exploitation activities (targeted to a single or many systems) also at the same time.</p> <p>The bidder must ensure adequate level of due diligence and due care shall be taken while conducting the exercise. The steps followed during any activity should be comprehensive enough to consider all possible scenarios which will be followed by an actual attacker. ECGC reserves the right to validate or audit the reports and all bidder processes with the help of other external or independent agencies.</p> <p>D. The interest & goodwill of ECGC shall be the ultimate & sole objective behind conducting such exercises. The purpose of the exercises is to strengthen ECGC's security posture. All personnel associated with Red- Team activities must be fully aware of this & plan their actions accordingly.</p> <p>E. Successful bidder shall deliver the services by itself. None of the services shall be outsourced to any other third party under any circumstance.</p> <p>F. ECGC will not make any additional payment for usage of tools proposed by bidder.</p>
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Deliverable	<p>Post completion of the activity the bidder shall</p> <ul style="list-style-type: none"> A. Submit a detailed report (reviewed & approved by the authorized personnel from the bidder's organization) to ECGC including details about high level as well as low level description (step-by-step approach including timelines) with all necessary artefacts, severity of findings, recommendations for remediation etc. The report should include both successful and failed attempts, so that ECGC can check implemented controls against all attempts made during the exercise. The report should reference industry best practices such as CVEs, MITRE ATT&CK Framework, etc. B. Give a presentation to ECGC's management explaining the entire approach, methodologies & recommendations. C. Vendor to filter out all false positives before submitting final report and presentation to ECGC. D. Workshop/ Session materials prepared by bidder for ECGC shall be treated as ECGC's intellectual property. E. Deliver the following; <ul style="list-style-type: none"> 1. Final assessment report containing following: <ul style="list-style-type: none"> I) Identification of assessor II) Date, time and location of the assessment III) Standards and frameworks followed <ul style="list-style-type: none"> a. Summary of findings including identification tests, tools used and results of tests performed with following details: Tools used and methodology employed b. Positive security aspects identified c. List of vulnerabilities/gaps identified d. Description of vulnerability/gaps e. Risk rating or severity rating f. Category of risks: Very High/ High/
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	<p>Medium/ Low</p> <p>g. Test cases used during the assessment</p> <p>h. Illustration of the test cases</p> <p>i. Proof/evidence (Screenshot) of the findings as discovered for reproducing attacks including all artefacts</p> <p>iv) Analysis of findings and issue of concern</p> <p>v) Recommendation for corrective action as per industry standard and best practices</p> <p>vi) Bidder shall be helping ECGC in closure of the gaps observed during red teaming. Post assessment support shall be required by the bidders in mitigating those gaps observed during red teaming.</p> <p>2. A presentation to ECGC management highlighting the list of findings, severities, risk involved, priority of actionable, illustration of test cases, methodologies as used etc.</p>
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Deliverables with tentative Timelines

Sl. No.	Deliverables	Expected Timelines
1.	Final assessment report and Post Assessment support	2-3 months
2.	A presentation to ECGC management and IT/RMD	
3	CISA signed Completion Certificate as per IRDAI Information security guidelines	Post completion

ADDITIONAL TERMS AND CONDITION (ATC)

Annexure – 2 Eligibility Criteria

Specification	Complied (Yes/No)	Supporting Documents Required
The Bidder should be a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 and should have been in operation in India for last five years as on RFT date.		Copy of Certificate of LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company (OR) Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.
The Bidder must have an average turnover of minimum Rs.25.00 crore during last 03 (three) financial year(s) i.e. FY2021-22 ,FY 2022-23 and FY2023-24.		Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/ 3 financial years may be submitted.)
The bidder should have experience in providing red teaming service to BFSI sector out of which at least one PSU should be there.		The bidder should submit Satisfactory performance certificate from clients / Contract with client
Bidder should have a pool of minimum 05 professionals with OSCP, CRTP / CRTA, CEH, CISA and should be in permanent roster.		A suitable undertaking/or certificate or declaration by Bidder.

ADDITIONAL TERMS AND CONDITION (ATC)

Red Team must be familiar with and compliant with: 1. IRDAI Information Security guideline 2023 2. Best practices		
The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation from the Bidder.
Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any State or Central Government or their agencies/ departments on the date of submission of bid for this EOI and also certify that they have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any State or Central Government Agencies / Departments at any time, during the last 3 years.		Letter of confirmation from the Bidder.
Bidder should not be involved in any audit assignments of ECGC during past two years.		Letter of confirmation from the Bidder.

ADDITIONAL TERMS AND CONDITION (ATC)

Annexure-3 Technical Evaluation Criteria

Technical bids will be subjected to following evaluation process. The eligible bidders will be required to give a presentation to ECGC for technical evaluation.

S no.	Criteria Description	Rules for awarding marks		Max. Marks
1.	No. of successfully completed/on-going assignments for red teaming exercise.	For each Completed-5 marks For each on-going- 3 marks		15
2.	The number of CISA/ OSCO/LPT/CEH/GPEN or equivalent certified personnel deployed in the project by the bidder. For each domain 5 marks will be awarded.	Certification/Qualification	Experience	25
		CISA		
		CEH		
		OSCP		
		LPT		
		GPEN		
4.	Experience in providing red teaming service to BFSI sector in last 3 years.	More than 3- 10 marks		10
		Less than 3 -5 marks		
5.	Presentation representing proposed project execution plan about the detailed approach/ methodology to be adopted for delivering the project deliverables. It should also cover bidder's past experience & citations. (Maximum duration for presentation -45 minutes)	Points will be assigned by an internal committee based on the methodology, work plan, team composition and presentations. As per Table P-1		50
Total				100

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Bidders who score minimum of 60% marks on the technical evaluation criteria as mentioned above will only be considered for evaluation of commercial bid. The Commercial bids of the applicants with technical marks less than 60% will not be considered for commercial/financial evaluation.

Presentation of proposal:

ECGC will schedule the presentations and intimate the bidders of the date, time and locations. Failure of a bidder to complete a scheduled presentation may result in the rejection of that Bidder's proposal.

Table P-1

Sl. No.	Presentation Agenda	Marks
1	Detailed project execution plan	20
2	Past experience/client projects	10
3	Methodology and approach	15
4	Sample deliverables	5
Total		50

Authorized Signatory

(Name, Designation and Seal of the Company) Date:

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Annexure – 4

Bank Details of the Bidder

Sr No	Description	Details
1	Name of the Bank	
2	Address of the Bank	
3	Bank Branch IFSC Code	
4	Bank Account Number	
5	Type of Account	

.....
Signature of the authorized Signatory of Company

(Company Seal)

Name :

Designation :

Contact No (Mobile)

Email Id

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Annexure – 5

Acknowledgement

(To be submitted on the Bidder's letter head)

Date:

To,

The DGM(RMD)

ECGC Limited, 4th Floor, ECGC Bhawan,

CTS No. 393, 393/1 to 45,

M.V. Road, Andheri (East),

Mumbai-400069

Dear Sir/Madam,

Subject: Response to the Request for Tender for conducting Red Team Exercise

1. Having examined the RFT Document including Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide the services in accordance with the scope of work as stated in the RFT Document within the cost stated in the Bid.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this RFT document.
3. We certify that we have provided all the information requested by ECGC in the requested format. We also understand that ECGC has the right to reject this Bid if ECGC finds that the required information is not provided or is provided in a different format not suitable for evaluation process or complete information as necessitated is not provided or for any other reason as it deems fit. ECGC's decision shall be final and binding on us.

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4. We agree that ECGC reserves the right to amend, rescind or reissue this RFT Document and all amendments any time during the RFT process.
5. We agree that we have no objection with any of the clauses, terms and conditions and bidding process as provided in this RFT Document.

.....

Signature of the authorized Signatory of Bidder

(Bidder's Seal)

Name :

Designation :

Contact No (Mobile) :

Email ID :

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Annexure – 6

Price/Financial Bid for conducting Red Team Exercise

We submit our financial bid (fees) for the proposed assignment as under:

Sr. No.	Description	Total Fees in INR (In Figures)
1.		

Total amount in words: Rupees_____only.

Terms & Conditions:

- a. Payment of fee shall be in Indian Rupees only
- b. No extra payment will be admissible other than fees quoted by the selected bidder in the financial bid. The fees quoted by the selected bidder should be **inclusive of all expenses**/costs/miscellaneous expenses, if any **but exclusive of all applicable taxes which shall be paid at actuals by ECGC Limited. ECGC Limited** would be entitled to deduct TDS as applicable while making payments according to the Indian taxation rules
- c. ECGC Limited reserves the right to deduct any proportionate amount from the successful bidder on account of insufficient/unsatisfactory work or omission to do something which bidder is required to do under RFT or careless execution of the job.
- d. The quoted rate is valid for entire tenure of the ensuing contract. No escalation on payment for this contract will be admissible.

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- e. Payment to be made as per terms of the Contract annexed herein and marked as Annexure 8.
- f. No payment of any incidental and/or additional expenses, such as lodging, travelling, meals etc., in due course for execution of ensuing contract will be admissible.
- g. No advance payment will be made on award of the contract.

Signature of the Authorized Signatory of Bidder

Name:

Designation:

Contact no. (Mobile):

Email Id:

Bidder's Seal:

ADDITIONAL TERMS AND CONDITION (ATC)

Annexure – 6

Queries Format

Sr No	Bidder Name	Page No. (RFT Ref)	Clause (RFT Ref)	Description in the RFT (RFT Ref)	Query
1					
2					

Note: The queries may be communicated only through the e-mail id provided, Responses of queries will be uploaded on ECGC website or emailed to concerned bidder. No queries will be accepted through telephone/ mobile or through any means other than in writing via e-mail. The queries shall be sent in .xls/.xlsx format in the above mentioned proforma.

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Annexure – 7

DECLARATION FORMAT

(To be submitted on the Bidder's letter head)

DECLARATION

I _____ son of Shri _____ working _____ as _____ in _____ (name of the Bidder and address in full be mentioned), hereby solemnly affirm and declare that I have been authorized by the firm to sign the Bid & related documents. I, hereby declare and certify, on behalf of the firm, that we have accepted all the terms & conditions mentioned in this RFT document and we shall abide by all the terms & conditions of the RFT in the event of acceptance of my/our Bid.

I further declare that M/s. _____ (Name of the Bidder)/ any of its partners/relatives/employees/representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with ECGC Ltd. / ECGC Ltd. Officials, of ECGC Ltd. I also declare that I/We do not possess any place of profit in ECGC Ltd. I declare that our firm is/was not under default/ prohibited/debarred/blacklisted by any regulating authority/agency including but not limited to IRDAI, RBI, SEBI, ICAI, CAG, IAI etc.

I also declare that none of the ECGC Ltd. officials, employees of ECGC Ltd. have any vested and personal interest in the applicant firm. I undertake to sign Service Agreement with ECGC Ltd. on behalf of our Firm if selected as successful bidder and on acceptance of Award Letter as per Draft in Annexure-8 attached in the RFT.

I declare that all information submitted by me is true and correct to the best of my knowledge. I/We have no objection if any enquiries are made about my work/clients listed by me/us.

I/We declare that I/we have read all the terms & conditions of bid and the instructions and they are acceptable to me/us. We further declare to abide by the same.

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I/ We Confirmation that I/We are not associated with the ECGC Ltd. on any cyber audit assignment during the period of FY 2024-25 and shall not be associated with ECGC Ltd. on any audit assignment during the period of FY 2025-2026.

Signature of Authorized Signatory
Stamp

Place: _____ Dated: _____

Name: _____ Designation: _____

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Annexure – 8

DRAFT AGREEMENT

(To be submitted by the Successful Bidder after issue of Letter of Award)

This **SERVICE AGREEMENT** (“**Agreement**”) is made and entered into on this the [•] day of [•] Two Thousand and Twenty []/[]/2025), BY AND BETWEEN:

ECGC Ltd., a Public Sector Enterprise wholly owned by the Government of India, having its registered office at ECGC Bhawan, CTS No. 393, 393/1 to 45, M.V. Road, Andheri (East), Mumbai-400069 (hereinafter referred to as the “**Company**”, which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns), of the ONE PART;

AND

_____, a company incorporated under the Indian Companies Act, 1956/2013 or a firm registered under LLP Act, 2008/Indian Partnership Act, 1932, having its registered office at ‘ -- ’(hereinafter referred to as the “**Service Provider**”, which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns), of the OTHER PART.

Company and the Service Provider shall hereinafter jointly be referred to as “Parties” and individually as a “Party”

WHEREAS:

1. The Company is, *inter alia*, engaged in the business of providing export credit insurance to Indian exporters;
2. The Service Provider is a service organization empaneled by the Indian Computer Emergency Response Team (CERT-In) under Department of

ADDITIONAL TERMS AND CONDITION (ATC)

Electronics & IT, for conducting red team exercise, including vulnerability assessment and penetration testing of computer systems , networks, computer resources & applications of various agencies or departments of the Government, *inter alia*, involved in the business of providing Cybersecurity Services.

3. Service Provider as an empanelled organization has agreed to fully comply the “Guidelines for CERT-In Empaneled Organizations, Terms & conditions of empanelment and Policy guidelines for handling related data” while conducting Red team exercise.
4. The Company floated Request For Tender (RFT) having reference: **ECGC/Tender-13/RMD/06/2025-26** (hereinafter referred to as “the said RFT”) (Attached as Annexure – I to this Agreement).
5. The Service Provider has become the successful bidder in the said RFT and the Company has selected the Service Provider to conduct Red team exercise and the Service Provider has agreed to provide the services, as they have the required skills and personnel.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement, the Parties with the intent to be legally bound hereby agree as follows:

1. Definitions:

In this Contract, the following terms shall be interpreted as indicated:

- i. “Service Provider” is the successful Bidder and to whom notification of award has been given by ECGC.
- ii. “The Services” means the scope of services which the Service Provider is required to provide ECGC under the Contract.
- iii. “The Contract” means the agreement entered into between ECGC and the Service Provider, and signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

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- iv. “The Contract Price” means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- v. “TCC” means the Terms and Conditions of Contract;
- vi. “The Project/assignment” means conducting Red team exercise.
- vii. Confidential Information means all the information of the Company which is disclosed to the service provider whether oral or written or through visual observation or in electronic mode and shall include but is not limited to trade secrets, know-how, techniques, processes, plans, algorithms, software programs, source code, business methods, customer lists, contacts, financial information, sales and marketing plans techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, clients, client data, business affairs, operations, strategies, methodologies, technologies, employees, subcontractors, the contents of any and all agreements, subscription lists, customer lists, photo files, advertising materials, contract quotations, charity contracts, documents, passwords, codes, computer programs, tapes, books, records, files and tax returns, data, statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Solicitors, Barristers, Attorneys, Chartered Accountants, Company Secretaries, Doctors, Auditors, Surveyors, Loss Assessors, Investigators, Forensic experts, Scientists, Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872, legal notices sent and received, Claim files, Insurance policies, their rates, advantages, terms, conditions, exclusions, charges, correspondence from and with clients/ customers or their representatives, Proposal Forms, Claim-forms,

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Complaints, Suits, testimonies, matters related to any enquiry, claim-notes, defences taken before a Court of Law, Judicial Forum, Quasi-judicial bodies, or any Authority, Commission, pricing, service proposals, methods of operations, procedures, products and/ or services and business information of the Company.

2. Appointment & Scope Of Services

- a. The Company hereby appoints the Service Provider to provide the 'Services' clearly set out under the '**Scope of Work**' as per Annexure – I here to with effect from ("**Effective Date**") and the Service Provider hereby agrees to provide the Services in accordance with the terms and conditions set out below.
- b. The Service Provider, acting as an independent contractor, shall provide the Services ("**Services**") and the Deliverables ("**Deliverables**"), if any, as more particularly set out in **Scope of Work** hereto.
- c. The **Scope of Work** shall specify the Services, which shall include, but shall not be limited to, applicable fees, term or duration for which Services shall be provided, specifications, service levels, and project timelines, as well as any requirements that are in addition to this Agreement, such as specific project milestones, acceptance criteria or other quality and warranty considerations. The Statement of Work shall further delineate the rights, duties, and obligations of the Parties related to the particular Service.

3. Fees And Payment Terms

- a. Payment shall be made in Indian Rupees.
- b. Payment shall be made via electronic fund transfer only to the bank account specified, as per the form provided under Annexure -8, in the RFT response.
- c. No payment shall be made in advance on award of the contract.

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- d. Payments shall be made only on receipt of invoice from the Service Provider, after completion of the scope of work to the satisfaction of ECGC Limited, on milestone basis.
- e. It may be noted that ECGC shall not pay any amount / expenses / charges/ fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. other than the agreed amount as per the contract.
- f. The fees payable for the Services provided herein and the terms and procedure for payments thereof are set forth in the relevant **Scope of Work**.
- g. The price mentioned are exclusive of all the taxes and duties as applicable, which shall be borne by the Company at actuals as on the date of invoice.
- h. All payments shall be subject to TDS and any other taxes as per the tax rules prevalent at the time of payment.
- i. All the payments would be against the submission of the invoices to the Company along with the relevant supporting documents, if any.
- j. All invoices shall be paid within 30 days from the date of receipt or as per the payment terms agreed in the relevant **Scope of Work**.
- k. Payment Milestone: Payment will be released according to deliverables mentioned in the table below:

S. No.	Deliverables	Payment as per Commercial Bid
1.	Final assessment report and Post Assessment support	2-3 months
2.	A presentation to ECGC management and IT/RMD	
	CISA signed Completion report3	

4. Service Provider's Responsibilities

The Service Provider shall be responsible for:

- i. providing the materials (if any), documentation, analysis, data programs and Services to be delivered or rendered hereunder, of the type and quality as specified in the relevant **Scope of Work**.

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- ii. Complying with Company's internal guidelines, instructions, manuals, scrutiny lists, procedures, further specifics and requirements ("**Guidelines**") in relation to the Services, as may be provided in writing by the Company to the Service Provider. However, in the event there is a conflict between the guidelines and the terms set out in the Agreement, the terms set out in the Agreement shall prevail;
- iii. Supervising and controlling its personnel deployed (If any) at the Company's premises for providing the Services; and
- iv. Complying with all applicable laws in the course of providing the Services.
- v. Any other responsibilities that may arise during the performance of the services as mentioned in **Scope of Work**.

5. Company's Responsibilities

The Company, on its part, shall be responsible for:

- i. Providing the necessary assistance for delivery of Services at offsite or at its premises including by way of providing the necessary equipment, media, supplies and such other facilities as set out in relevant **Scope of Work**.
- ii. Ensuring the security and safety of the Service Provider's personnel and Service Provider Equipment, deployed at the Company's premises;
- iii. Providing access to the Service Provider's personnel to the different parts of the Company's premises, personnel and various systems of the Company, including computers, servers, networks as may be required for the purpose of providing the Services;
- iv. Ensuring that all policies and procedures of the Service Provider are complied with in the course of availing of the Services;
- v. Performing all other general acts as may be necessary to enable the Service Provider to efficiently provide the Services.

6. Service Delivery Location

The major scope of work as mentioned above will be required to be delivered at ECGC's onsite location at ECGC Bhawan, CTS No. 393, 393/1 to 45, M.V. Road,

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Andheri (East), Mumbai-400069. The Team would be required to travel and / or be posted at ECGC's Data Centre Site in Mumbai for work-related matters. The Team may also be required to travel for meetings with / discussions with / presentations to the different departments of ECGC as per scope of work. The Team may also visit the existing Data Centre and Disaster Recovery locations of ECGC to ascertain the inputs required for drawing out the specifications, if required.

7. Intellectual property

- a. All the manuals, guidelines, documents etc. provided by Company shall be treated as Confidential information by the Service Provider.
- b. Service Provider shall retain all rights, title, interest including intellectual rights in and to the methodologies, procedures, techniques, ideas, concepts etc. embodied in the deliverables, developed or supplied in connection with this Agreement.
- c. The service provider shall provide Reports, Documents and all other relevant materials, artifacts etc. during the assignments to ECGC Ltd. and ECGC Ltd. shall own all IPRs in such Reports, Documents and all other relevant materials, artifacts etc. All documents related to such shall be treated as confidential information by the Bidder.
- d. Any royalties or patents or the charges for the use or infringement thereof that may be involved in the contract shall be included in the price. Service Provider shall protect ECGC against any claims thereof.
- e. It is however hereby clarified that if the Deliverables incorporate any pre-existing intellectual property rights of the Company the rights therein shall continue to vest with the Company.
- f. For the sake of clarity parties agree and specifically provide that the service provider shall retain full rights and ownership of all Service Provider Certifications, Service Provider Software / Products, including any new release (s) and upgrade(s) thereof
- g. A party shall not to directly or indirectly, use any of the other party's trademarks, trade names, service marks and logos in any manner, except as permitted by the other party in writing.

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8. Confidentiality & Personal Data obligations:

- a. The Company shall be deemed to be the owner of all Confidential Information.
- b. The service provider will use the Company's Confidential Information solely to fulfil its obligations as part of and in furtherance of this service contract.
- c. The Service provider shall keep strictly confidential all information received, accessed, or created in connection with its engagement with the Company, including but not limited to technical, operational, strategic, business, employee, customer, and financial information, whether oral, written, electronic or otherwise ("Confidential Information"). This includes any "Personal Data" as defined under the Digital Personal Data Protection Act, 2024 ("DPDP Act").
- d. The Service provider shall not disclose such Confidential Information to any third party without the prior written consent of the Company, except to those who need to know it for the execution of their duties and are bound by similar obligations of confidentiality.
- e. The Service provider understands that Confidential Information shall be used solely for the purposes of fulfilling responsibilities under this assignment. Unauthorized use, duplication, or disclosure of any Confidential Information for personal or third-party benefit is strictly prohibited.
- f. The Service provider shall
 - i. Process Personal Data strictly as per the Company's instructions and for the lawful purpose communicated by the Company.
 - ii. Ensure full compliance with the DPDP Act and its rules and any other applicable data protection laws.
 - iii. Implement appropriate technical and organizational safeguards to protect against unauthorized access, loss, misuse, or disclosure of Personal Data.
 - iv. Promptly notify the Company of any actual or suspected data breach involving Personal Data.

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- v. Destroy or return any Personal Data or Confidential Information upon the conclusion of the engagement or on written instructions from the Company, except where retention is legally mandated.
- vi. Indemnify and hold the Company harmless against any claims, losses, damages, expenses (including legal fees), or liabilities arising out of or in connection with any breach of confidentiality and data protection obligations.
- g. Notwithstanding the termination or completion of the assignment, the provisions relating to indemnification, confidentiality of information, and protection of personal data, including all obligations arising under applicable laws such as the DPDP Act and its rules, shall survive and continue to remain binding upon the Vendor. All rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein.

9. Penalty

The company reserves the right to deduct from the total contract price to be paid to the Service Provider in such manner in the event of the following:

Reason	Delay of One Week	Delay beyond One week and part thereof
Delay in Providing /ensuring deliverables / services beyond the agreed timeline (delay attributable to the service provider)	Caution Note	5% of the contract value, and proportionally for the part of the week. Minimum 5%
Inordinate delay in responding to the references made by the company (delay attributable to the service provider)	Caution Note	5% of the contract value, and proportionally for the part of the week. Minimum 5%

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10. Indemnity and limitation of liability

- a. Defaulting party shall indemnify, defend and hold harmless the other from and against any and all liability, losses, costs and expenses (including reasonable attorney's fees) relating to or arising out of the breach of this Agreement, the negligence or willful misconduct of defaulting party, or its employees or agents. No party shall however not be liable for any loss or damage arising from reliance on any information or materials supplied by the other party or any third party on behalf of the other party, or for any inaccuracy or other defect in any information or materials supplied by the other party or any third party on behalf of the other party.
- b. Notwithstanding anything stated herein, neither party shall be liable to the other party for any indirect, incidental, consequential, special or exemplary or other damages, including but not limited to loss of business, profits, information, business interruption and the like, suffered by the other or any third party under or in pursuance of the terms hereof, howsoever arising, whether under contract, tort or otherwise, even if advised about the possibility of the same.
- c. Except for breach of Confidentiality and Infringement of Intellectual property rights under this agreement, each party's total aggregate liability for any damages, losses, costs, liabilities arising out of or in connection with this Agreement whether under contract, tort or otherwise shall not exceed an amount equivalent to the total contract value.
- d. Service Provider servicing ECGC should comply with ECGC's Information Security policies in key concern areas relevant to the activity, the broad areas are:
 - i. Responsibilities for data and application privacy and confidentiality.
 - ii. Responsibilities on system and software access controls and administration.
 - iii. Custodial responsibilities for data, software, hardware and other assets of Company being managed by or assigned to Service Provider.
 - iv. Physical security of the Services / Equipment provided by the Service Provider.

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- e. Service Provider shall also be required to comply with statutory and regulatory requirements as imposed by various statutes, labour laws, local body rules, state and central Government Body statutes, and any other regulatory requirements applicable on the Service Provider, and shall produce the same for records of ECGC Limited and / or its Auditors and / or its regulator.

11. Warranty & warranty disclaimer

The Service Provider hereby warrants that the Service Provider shall provide the Services in accordance with **Scope of Work** and that in the course thereof, it shall exercise the same degree of professional competence, care, skill, diligence and prudence as is normally exercised by professionals in the Service Provider's field.

12. Term and termination

- (a) The term of this Agreement shall be for a period of 6 months ("**Term**"), commencing from the Effective Date. During the term of this Agreement, either party shall have the right to terminate this Agreement by giving to the other 7 days' notice in advance in writing and without assigning any reason whatsoever.
- (b) In case of a breach (material in nature) under the Contract or any other subsequent documents containing obligations under the contract, the Company shall notify the Service Provider and give a period of further maximum 7 days to rectify the breach as to the Company's satisfaction. In case the breach is not rectified to the Company's satisfaction, the Company may terminate the contract.
- (c) Upon termination of this Agreement before completion of the Term of this agreement, the Service Provider shall be entitled to payment of fees for the portion of the services delivered till the last date of termination, subject to any applicable deductions with respect to penalties, damages etc.
- (d) Either party may terminate the Agreement at any time and for any reason by providing sixty (60) days written notice to the other party. However, both the

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parties shall continue performing their respective liabilities and obligations during the notice period.

- (e) ECGC shall not be obligated to pay the vendor for any such terminated services performed or expenses incurred after the effective date of such termination for /without cause.

13. Working on ECGC's Holiday

Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to respective locations head. The Service Provider should provide the visiting Team member's details in advance to respective offices. The Team Member shall visit at the scheduled date and time and show his identity card/ permission letter when asked for.

- 14. Governing laws and dispute resolution:** This agreement shall be governed by and construed in accordance with the laws of India. The courts at Mumbai shall alone have exclusive jurisdiction for the purposes of adjudication of any dispute or differences whatsoever arising in respect of or relating to the RFT, the subsequent contract awarded or the terms and conditions of the Contract.

15. Force Majeure:

Notwithstanding the provisions of Terms and Conditions of Contract, the Service Provider shall not be liable for any penalty, damages, or termination for default, if and to the extent, that, the delay in performance, or other failure to perform its obligations under the Contract, is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of ECGC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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If a Force Majeure situation arises, the Service Provider shall promptly notify ECGC in writing of such condition and the cause thereof. Unless otherwise directed by ECGC in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

16. Miscellaneous Provisions

- a. It is expressly agreed between the parties that the Contract, The Request for Tender (RFT) Document, any addendum or corrigendum issued thereafter and the complete Annexures thereto constitute the Entire Agreement between the Parties.
- b. All notices, requests, demands or other communications which are required to be given pursuant to the terms of this Agreement shall be in writing addressed to the above mentioned addresses and will be deemed to have been duly given when received. The notices shall be sent to the addresses as set forth above and to the attention of the signatories of this Agreement, or to such other addresses or individual(s) as the Parties may mutually agree in writing from time to time.
- c. If either party is prevented from performing any obligation under this Agreement (excluding payment obligations) by causes beyond its control, including labor disputes, pandemic, civil commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services or acts of God, such defaulting party will be excused from performance for the period of the delay and for a reasonable time thereafter.
- d. Service Provider agrees and undertakes that they have not directly or through any other person or firm offered, promised or given nor shall offer, promise or give, to any employee of ECGC involved in the processing and/or approval of our proposal/offer/bid/tender/contract or to any third person any material or any other benefit which he/she is not legally entitled to, in order to obtain in

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exchange advantage of any kind whatsoever, before or during or after the processing and/or approval of our proposal/offer/bid/tender/contract.

- e. During the term of this agreement and one year thereafter, the parties shall not solicit, encourage or attempt to solicit, induce or encourage, either directly or indirectly, any of the party's personnel or employee for employment, unless prior written permission is obtained from the other party; provided however, that the foregoing shall not apply to the hiring of employees who respond to Internet or other advertisements of general circulation not specifically targeted to such employees.
- f. The relationship between Company and Service Provider is solely that of an Independent contractor and the relationship is on a principal-to-principal basis. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create an employment or agency relationship or a partnership between a party and the other party or the other party's employees or Clients or agents
- g. This Agreement shall not be assigned by either party without the prior written consent of the other party.
- h. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be struck from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect.
- i. No failure on the part of any party to exercise or delay in exercising any right hereunder will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right.
- j. Termination or cancellation of this Agreement for any reason shall not release either party from any liabilities or obligations set forth in or arising from this Agreement which remain to be performed or by their nature would be intended to be applicable following any such termination or cancellation.
- k. This Agreement along with the said RFT, bids and other annexures constitutes the entire agreement between parties relating to the subject matter hereof and supersedes any prior proposals, understandings, correspondence or other documents exchanged between the parties prior hereto. This Agreement can

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be modified, supplemented or amended only by a written agreement executed by both parties.

- I. This Agreement may be executed in counterparts, which together will constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands unto this Agreement on the day and date first set out hereinabove.

For and on behalf of

ECGC Ltd.

the “Company” aforesaid,

through its authorised signatory

For and on behalf of

SERVICE PROVIDER

the “Service Provider” aforesaid,

through its authorised signatory

NAME :

DESIGNATION : GM(RMD)

NAME:

DESIGNATION:

WITNESSES:

1.

2.

ADDITIONAL TERMS AND CONDITION (ATC)

Annexure – 9: Details of Professional staff

Details of Professional staff who will be engaged for the project

(Separate Sheet for every Staff member that is likely to be involved in the project)

1. Name of Employee
2. E-mail Id
3. Phone No. (Office)
4. Mobile No
5. Date since working in the Company/Firm
6. Professional Qualifications
7. Experience

Sr. No.	Details of similar work undertaken	Brief Details of services undertaken in India/abroad and the Organization where assignment was undertaken	Period: From-To
01			
02			
03			
04			

ADDITIONAL TERMS AND CONDITION (ATC)

Annexure – 10

CODE OF INTEGRITY

DECLARATION

I/We__working as__in____(name of the firm and firm's address in full be mentioned), hereby solemnly affirm and declare that I have been authorized by the firm to sign the bids. I, hereby declare and certify, on behalf of the firm, that we have accepted all the terms & conditions mentioned in the RFT **ECGC/Tender-13/RMD/06/2025-26** **and** we shall abide by all the terms & conditions of appointment letter/Agreement/RFT.

I/ We hereby agree and undertake that we have not directly or through any other person or firm offered, promised or given nor shall we offer, promise or give, to any employee of ECGC involved in the processing and/or approval of our proposal/offer/bid/tender/contract or to any third person any material or any other benefit which he/she is not legally entitled to, in order to obtain in exchange advantage of any kind whatsoever, before or during or after the processing and/or approval of our proposal/offer/bid/tender/contract.

I/we further declare that in relation to my/our Bid submitted to ECGC, in response to RFT **ECGC/Tender-13/RMD/06/2025-26**, I/we.....hereby undertake that I/we shall abide by the Code of Integrity and make disclosure as to any Conflict of Interest at all times, and understand that any breach of the Code of Integrity will render me/us liable to be removed from the list of registered consultants, and would also subject me/us to other punitive and penal action such as cancellation of contracts, banning, debarring and blacklisting or action in the court of Law, and so on.

Signature of Authorized Signatory of the firm with Seal & Stamp

Date :

Place:

Name:

Designation:

Address: