

REQUEST FOR PROPOSAL

**FOR APPOINTMENT OF
CONSULTANT FOR IMPLEMENTATION OF BUSINESS CONTINUITY
MANAGEMENT (BCM) PROGRAMME FOR ECGC LIMITED**

Ref: ECGC/Tender-03/RMD/01/2020

ECGC LIMITED

10th Floor, Express Tower, Nariman Point, Mumbai - 400021

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Section 1

1. Introduction

1.1. Invitation to Bidders

By way of this Request For Proposal ('RFP') Document (hereinafter also referred to as 'the Bid Document' or 'the Tender Document') ECGC Limited (hereinafter referred to as ECGC / the Corporation), wholly owned by Government of India and set up in 1957, invites competitive bids from vendors (hereinafter referred to as the Bidder(s) / the Vendor(s) / the Service Provider(s)) for **“APPOINTMENT OF CONSULTANT FOR IMPLEMENTATION OF BUSINESS CONTINUITY MANAGEMENT (BCM) PROGRAMME FOR ECGC LIMITED”**.

The “Technical and Price/Commercial Bids” would be received in physical form or via e-mail to rmd@ecgc due to force Majeure situation which ever is suitable/advised by management.

The bidders are advised to study the bid document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications.

The Bid Document may be downloaded from the Corporation's website www.ecgc.in.

Incomplete information may lead to rejection of the Bid. The Corporation reserves the right to change the dates mentioned in this RFP Document, which will be communicated to the Bidder(s), and shall be displayed on the Corporation's website. The information provided by the Bidder(s) in response to this RFP Document will become the property of ECGC and will not be returned. ECGC reserves the right to amend, rescind or reissue this RFP Document and all SUBSEQUENT amendments, if any. Amendments or changes shall be displayed at ECGC's website only.

1.2. Schedule of Events

Bid Document Availability	Bidding document published on 01/09/2020 and can be downloaded from website up to 01/10/2020.
Last date of submission of bids	3:00 PM on 15/09/2020.

Pre-Bid meeting/e-meeting(Via Webex/Teams)	From 01/09/2020 To 15/09/2020
Opening of Technical Bids	3:00 PM on 18/09/2020
Solution Presentation by Bidder	Date and time shall be intimated later.
Opening of Commercial Bids	Within Fifteen days of opening of Technical Bids. Date will be communicated to such bidders who qualify in the Technical Bids after Solution Presentation.
Contact Details: Chief Information Security Officer (CISO) : 022 – 66590620/8080138143 Executive Officer (RMD) : 022 –66590581/8743059716	
Address for Communication and submission of bid.	Chief Information Security Officer (CISO) ECGC Limited, Risk Management Division, 10 th Floor, Express Tower, Nariman Point, Mumbai – 400 021
Telephone	022-66590620
All correspondence / queries relating to this RFP should be sent to/ through following email ID only	security@ecgc.in/rmd@ecgc.in

Section - 2

2. Disclaimer

The information contained in this RFP 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 RFP document and all other terms and conditions subject to which such information is provided.

This RFP Document is neither an agreement nor an offer and is only an invitation by the Corporation to the interested parties for submission of Bids. The purpose of this RFP Document is to provide the Bidder(s) with information to assist the formulation of their bids.

This RFP Document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice.

The Corporation may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized representatives of the Corporation with the selected Bidder.

Section - 3

3. Instructions for bidders

3.1. General Instructions

- 3.1.1** Before bidding, the Bidders are requested to visit the ECGC website <https://www.ecgc.in> and also carefully examine the Bid documents and the general terms and conditions of the Contract thereof, and if there appears to be any ambiguity or discrepancy between any of the Bid documents they should immediately refer the matter to ECGC for clarifications.
- 3.1.2** The Bidder shall complete in all respects, form(s) annexed to the Bidding Document, quote the prices and furnish the information called for therein, and shall sign and mention the date at the space provided therein for the purpose in each & every documents. The Bidder shall affix its initial at each page of the Bidding Documents.
- 3.1.3** 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. In case of a consortium, the Bid shall be signed by the officer(s) so authorized by each consortium member and the Bid shall be affixed with the common seals of each member of the consortium.
- 3.1.4** The Bid shall contain the address, Tel. No., Fax No. and e-mail id, if any of Bidder for serving notices required to be given to the Bidder in connection with the Bid.
- 3.1.5** The Bid form and the documents attached to it shall not be detached one from the other and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached thereto. Any alterations or changes to the entries in the attached documents shall be made by a separate covering letter otherwise it shall not be entertained.
- 3.1.6** The Bidder, irrespective of its participation in the Bidding process, shall treat the details of the Documents as secret and confidential.
- 3.1.7** ECGC does not bind itself to accept the lowest or any bid and has the right to reject any bid without assigning any reason whatsoever. ECGC also reserves the right to re-issue the Bid.
- 3.1.8** Bids shall be submitted in two parts i.e. (1) Eligibility & Technical Bid and (2) Price/Commercial Bid.
- 3.1.9** The vendor shall submit the Eligibility & Technical Bid as per Annexure – 1 & Annexure – 4 respectively and keep it in a single envelop or shall share via via e-mail to rmd@ecgc due to force Majeure situation which ever is required by management.

- 3.1.10** Supporting documents are to be submitted in the technical as well as commercial bids. Incomplete or partial submission of relevant documents will lead to disqualification.
- 3.1.11** The rates should be sent only in the prescribed format. Non-conformance or quotations received in any other format may result in rejection of the bid.
- 3.1.12** The offer should ensure that there are no cuttings, over-writings, and illegible or undecipherable figures to indicate their offer. All such cases may be disqualified on this score alone. The decision of the Corporation shall be final and binding on the Bidder. The bidder should ensure that ambiguous or unquantifiable costs / amounts are not included in the offer, which would disqualify the offer. The prices/quotations once offered, must remain firm and must not be subject to escalation for any reason whatsoever within the period of the project.
- 3.1.13** Each vendor has to submit only one bid.
- 3.1.14** No queries on change in requirements specifications / line items will be entertained, except if change is advised or approved by ECGC.
- 3.1.15** 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.
- 3.1.16** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the ECGC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
- 3.1.17** Bids shall remain valid for a period of 60 days after the date of Bid opening as mentioned in Section 1 or as may be extended from time to time. ECGC holds the right to reject a bid valid for a period shorter than 60 days as non-responsive, without any correspondence.
- 3.1.18** Corporation reserves the right to reject any or all incomplete bids.
- 3.1.19** Vendors having any doubt/ queries/ concern with any clause of this document or selection process shall raise their concern within 7 days of release of RFQ. ECGC will not be liable to accept any doubt/ concern later on whatever it may be.
- 3.1.20** Vendor bidding in the process shall give as a part of Bidding document a statement on their letter head that they have no objection with any clause of the bid.

3.2. Scope of BCM programme:

- 3.2.1** The BCM programme shall be conducted at the enterprise level encompassing the Head Office, Regional Offices and Branches located in Mumbai region only.

- 3.2.2 It will be aligned to global BCM best practices, industry benchmarks and also aligned to international standard ISO 22301:2019 Security and resilience — Business continuity management systems
- 3.2.3 It will cover aspects related to people, processes and infrastructure, including IT related infrastructure.
- 3.2.4 As ECGC Ltd. shall be sharing business specific information to the bidders, hence it is mandated for the bidder to abide by and sign the Non-Disclosure Agreement (NDA) as per the Annexure 10 of this bid document.

3.3. Timeline of implementation of BCM programme:

Broad timeline for the project from the date of appointment of the consultant is as under-

Phases	Tasks	Time period (in days)
1	BCM Framework	15
2	Business Impact Analysis & Risk Assessment	60
3	BCM Strategies and Business Continuity Plans	30
4	IT Disaster Recovery Review	20
5	BCM Awareness	15
6	BCM Maintenance framework	10
7	BCM Testing & IT DR Drill Certification	15
Total		165

3.4. Scope of Work

3.4.1 BCM Framework

This should cover the following key BCM activities, however not limiting to

- i. Identify and document the scope of BCM
Service Provider needs to identify functional areas and processes to be covered in the scope of BCM and document the scope of BCM as per ISO 22301:2019 certification requirement.
- ii. Build BCM Governance Structure
Service Provider shall propose BCM framework and governance structure in alignment of the business goals of ECGC.
- iii. Prepare BCM Charter
Service Provider needs to prepare a BCM Charter for the project including detailed project execution plan, escalation matrix, and status reporting formats.
- iv. Conduct ISO 22301:2019 Gap Assessment

Service Provider shall conduct gap assessment against the ISO 22301:2019 standard and provide the current status of BCM to ECGC management.

- v. **Prepare and Update BCM Policy**
Service Provider needs to review ECGC's Business Continuity Management Policy. Suggest improvements if any.
- vi. **Software**
Service Provider shall recommend the use of BCM software for implementing the BCM programme.

3.4.2 Risk Assessment & Business Impact Analysis

This should typically cover the following key activities, however not limiting to :

- i. **Define Risk Assessment Methodology**
 - Service Provider shall define and document the Risk Assessment Methodology for risk identification on contingency of business.
- ii. **Conduct Risk Assessment**
 - Service Provider shall conduct the detailed Risk Assessment across all business functions and processes covered under the scope.
 - To expedite the process, the service provider shall, to the extent feasible, leverage upon existing Risk Management practices, Risk Registers and note Business Continuity risks identified if any.
 - Service Provider shall provide and present the RA report to the ECGC management.
- iii. **Define Business Impact Analysis (BIA)**
 - a) Service Provider shall define and document the Business Impact Analysis approach.
 - b) Service Provider should create detailed BIA templates that should include but not be limited to the following parameters
 - Mega and major process overview
 - Impacts to be considered (e.g. financial, non-financial)
 - Recovery Time Objectives (RTOs), Recovery Point Objectives (RPOs) and Maximum Tolerable Period of Disruption (MTPOD)
 - Weightages for estimating criticality of processes
 - Seasonality
 - Staff requirements for Business As Usual (BAU) and recovery
 - Dependencies – internal and / or external
 - Existing workarounds
 - Time periods for recovery resources to be arranged e.g. after 2hrs, 12 hrs, 1-2 days etc.
 - Recovery resource requirements at each of the above time periods
 - Applications, automation tools and utilities dependencies

- c) The template should cover further requirements that are required for BFSI organizations.
 - d) The template for BIA will be reviewed against the ISO 22301:2019 requirement and will be used after approval from the ECGC IS team.
- iv. Conduct Business Impact Analysis (BIA)
- a) Service Provider shall identify the key business activities and contingency requirement by conducting the BIA for all business functions and processes covered under the scope.
 - b) Service Provider shall conduct a BIA pilot run with 2 departments in Mumbai location that are approved by the ECGC Team
 - c) Service Provider should create a project plan for conducting BIA for each department in the locations mentioned in the Scope of Work.
 - d) Service Provider shall conduct BIA for each department in the locations mentioned in the Scope of Work.
 - e) Independent BIA documents shall be created for each department and signoff should be obtained from Head of each department. In case of any delay the matter should be escalated to ECGC Team for resolution
 - f) Service Provider shall identify critical business processes and underlying application systems, and recovery resources for the same
 - g) The scope of coverage of the BIA would be the entire organization.
 - h) Independent BIA sheet shall be generated for each of the business departments / teams as decided in discussion with ECGC team.
 - i) Use of applications, automation tool, and utilities should be mapped to each of the business processes, activities, business departments.
- v. Interdependency Analysis
- a) Service provider shall conduct an interdependency analysis of the processes documented in the BIA to identify additional critical processes.
- vi. BIA Results
- a) The Service Provider shall present the critical processes and recovery requirements of all Departments to the Corporation's BCM Team and Business Continuity Committee (BCC). A Summary of resources and infrastructure required for all Departments to implement their BCM strategy, as derived from the BIAs, should be presented to The Corporation. Details should include software applications, services, technical requirements and database.

3.4.3 BCM Strategies and BCM Plans

This should typically cover the following key activities, however not limiting to :

- i. Define Organization BCM Strategy

- a) Based on the RA & BIA results, Service Provider shall define and document the BCM Strategy for ECGC to be considered.
 - b) The strategy should provide recovery options and cost benefit analysis of each option for consideration by ECGC management.
 - c) The options should be presented to ECGC management and signoff should be obtained on agreed BCM Strategy.
- ii. The options should be presented to ECGC BCC and signoff should be obtained on agreed BCM Strategy
 - a) The Service Provider shall define the Crisis Management Framework and Emergency Response Framework including teams, roles, responsibilities and procedures for each team
 - iii. Define BCM Plans & Procedure across organization
 - a) Service Provider shall define and document detailed plans and procedure for all business functions and location covered under the scope. Plan and procedures shall include (but not limited to) invocation plan, crisis management plans, call trees and department plans.

3.4.4 IT Disaster Recovery

- i. Current Readiness of the ITDR Setup
 - a) Service Provider shall assess the readiness of the current ITDR setup and determine if it meets the requirements identified in the BIA Service Provider should propose detailed strategies as remediation for any of the gaps identified.
- ii. ITDR Strategies and Plans
 - a) Service Provider would be responsible for preparation of ITDR Plans.

3.4.5 BCM Awareness

This phase should include the following activities:

BCM Awareness & Training Programs

- a) The Service Provider should create a detailed BCM Awareness plan, covering awareness sessions for the following target audiences in ECGC:
 - Senior Management
 - BCM Team
 - BCM Nodal Officers/Department BCM Coordinators
 - General Staff of ECGC

- b) Service Provider may also propose the automated solutions for periodic awareness for staff.
- c) Service Provider should recommend and design innovative methods to spread BCM Awareness

3.4.6 BCM Maintenance

Service provider shall develop the maintenance framework for BCM.

- i. Service provider shall draft and include maintenance schedules for all components of the BCM programme including:
 - BCM Policy
 - Business Impact Analysis
 - Risk Assessment
 - Disaster Recovery Plan
 - Crisis Management Framework
 - BCM Awareness and Training Program
 - BCM Testing and Exercising
- ii. Service Provider will have to submit information about elapsed time, man day's effort; team members deployed etc. and make presentations to the BCM Team, on the extent of work that has been completed and the plan for the remaining period at a mutually agreed frequency.

3.4.7 BCM Testing & IT DR Drill Testing

This phase should cover the following activities:

- i. Conduct BCM Testing
 - a) Service Provider shall develop the testing framework for BCM. Service Provider shall also help ECGC to conduct one full round of BCM test & carry out the changes if any, found during testing.
- ii. IT-DR Drill Testing
 - a) Service Provider shall develop the testing and certification framework for IT DR Drill. Service Provider shall also help ECGC to conduct one full round of IT DR Drill test & carry out the changes if any, found during testing. After Completion of testing exercise, Service Provider shall provide an independent certification of completion of IT DR Drill.

3.4.8 Documentation

All documentation required for tasks as detailed in section 3 and otherwise related to BCM need to be designed, drafted and completed by the Service Provider and further be submitted to ECGC .

3.4.9 Single Point of Contact

The Shortlisted Bidder shall appoint a single point of contact with whom ECGC will deal for any activity pertaining to the requirements of this RFP.

3.5. The Bidding Documents

3.5.1 Documents constituting the Bid:

The Bidding Documents include:

- (i)** Technical Bid
- (ii)** Price/ Commercial Bid
- (iii)** All other / supporting documents and Annexures as attached.

The Bidder is expected to examine all instructions, forms, terms and specifications, annexures in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect shall be at the Bidder's risk and may result in the rejection of the Bid.

3.6. Preparation of Bids

3.6.1 Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder with ECGC and supporting documents and printed literature shall be submitted in English.

3.6.2 Documents Comprising the Bid

Documents comprising the Technical Proposal envelope should contain the following forms completed in accordance with the clauses in the Bid and duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder (Board resolution authorizing representative to bid and make commitments on behalf of the Bidder to be attached):

Eligibility & Technical Bid Forms as per Annexure-1 & Annexure - 4

The papers like Forms as mentioned above etc. should be submitted in one lot in one envelop or via e-mail to rmd@ecgc.in which ever is required by management.

Any Technical Bid not containing the above shall be rejected.

The Technical Bid should not contain any price information. Such proposal, if received, shall be rejected.

3.6.3 Price / Commercial Bid

3.1.21 Each Bidder is required to submit a Price Proposal Envelope or shall share via e-mail to [rmd@ecgc](mailto:rmd@ecgc.in) due to force Majeure situation as per Annexure-6 on the letter head of the bidding company.

3.6.4 Bid Form

The Bidder shall complete both Envelopes containing the Bid Annexures and submit them simultaneously to the Corporation in a single outer envelope or via e-mail to rmd@ecgc.in due to force majeure situation. Bids shall be rejected if all bids (Eligibility Bid, Technical Bid and Price Bid) are not received.

3.6.5 Bid Prices

Prices are to be quoted in Indian Rupees only.

Prices quoted should be inclusive of all Central / State Government levies, taxes exclusive of Service Tax / GST, which shall be deducted at source at applicable rates.

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, during the validity period of the contract. Taxes / Duties / Levies / Cess etc. levied by Central or State Governments, or Statutory, Quasi-Government Bodies, or Regulators may be charged as per actuals, and are allowed to be varied. A Bid submitted with an adjustable price quotation, other than exceptions specified herein, will be treated as non-responsive and shall be rejected.

3.6.6 Documentary Evidence Establishing Bidder's Eligibility and Qualifications

The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall be established to the Corporation's satisfaction.

3.6.7 Partial bids:

Partial bids shall not be accepted. Bidder shall have to quote for the entire scope.

3.6.8 Period of Validity of Bids

Bids shall remain valid for a period of 60 days from the date of opening of the Bid.

In exceptional circumstances, the Corporation may solicit the Bidders' consent to an extension of the period of validity on the same terms and conditions. The request and the responses thereto shall be made in writing or via e-mail whichever is required by the management. At this point, a Bidder may refuse the request without risk of exclusion from future RFPs or any debarment.

The Corporation reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

3.6.9 Format and Signing of Bid

- **Each bid shall be in twoparts:**

Part I – Eligibility & Technical Proposal.

Part II – Price/Commercial Proposal.

- Both parts should be in two separate sealed NON-WINDOW envelopes bearing the bidder's name and address (return address), each super-scribed with "Bid Subject" as well as "Technical Proposal" and "Commercial Proposal" as the case may be or it may be send via e-mail to rmd@ecgc.in in two different folders whichever is required by the management.
- The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall authenticate all pages of the Bids, except for un-amended printed literature.
- Any inter-lineation, erasures or overwriting shall be valid only if they are authenticated by the person signing the Bids. The Corporation reserves the right to reject bids not conforming to above.

3.7. Submission of Bids

3.7.1 Sealing and Marking of Bids

- The Bidders' shall seal the NON-WINDOW envelopes containing one copy of "Technical Bid" and one copy of "Price Bid" separately and both these NON-WINDOW envelopes shall be enclosed and sealed in a single outer NON-WINDOW envelope bearing the bidder's name and address (return address) or it may be send via e-mail to rmd@ecgc.in considering the current pandemic situation .The inner envelopes shall be addressed to ECGC at the address given in Section 1 above and marked as described in Clauses above.
- The outer envelope shall:
 - a) Be addressed to ECGC at the address given in Section 1;
 - b) Bear the Project Name
- All envelopes should indicate the name and address of the Bidder on the cover.
- If the envelopes are not sealed and marked as indicated, the ECGC shall not be responsible for the bid's misplacement or its premature opening.

3.7.2 Deadline for Submission of Bids

- Bids must be received by the Corporation at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.
- In the event of the specified date for submission of bids being declared a holiday for the Corporation, the bids will be received up to the appointed time on the next working day.

- The Corporation may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in that case, all rights and obligations of the Corporation and bidders subject to the previous deadline will thereafter be subject to the extended deadline, which would be advised to all the interested Bidders on the Corporation's website.

3.7.3 Late Bids:

- Bids received after the scheduled time shall not be accepted by ECGC under any circumstances. ECGC shall not be responsible for any delay due to postal service or any other means.

3.7.4 Modification and Withdrawal of Bids

- The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Corporation, prior to the deadline prescribed for submission of Bids. The Bidder may do so without any penal action including debarment or exclusion from any future RFPs / contracts / business, provided the Bidder submits its decision to the Corporation in writing, along with its reasons for the same.
- The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.
- No Bid may be modified after the deadline for submission of Bids.
- No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in penal action including debarment or exclusion from future RFPs / contracts / business.

3.8. Opening and Evaluation of Bids

3.8.1 Opening of Bids by the Corporation

- The Corporation reserves the right to open the quotations soon after their receipt from all the Bidder(s) without waiting till the last date specified as also the right to disqualify any or all Bidder(s) either on the basis of their responses, to all or some of the response sheets, or even any part thereof without assigning any reasons whatsoever.
- The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite documents and such other details will be announced, as the Corporation, at its discretion, may consider appropriate.

- Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

3.8.2 Preliminary Evaluation

- The Corporation will examine the Bids to determine whether they are complete, whether the required formats have been furnished, the documents have been properly signed, and that the Bids are generally in order.
- Prior to the detailed evaluation, the Corporation will determine the responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.
- The Corporation's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- If a Bid is not responsive, it will be rejected by the Corporation and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- In the first stage of selection procedure, Bid scrutiny will be carried out to ascertain compliance with Central Vigilance Commission's PQ criteria listed under Clause 5.1 and those bidders shall be eliminated who do not meet the required Preliminary Evaluation criteria.
- All the bidders who meet the Preliminary Evaluation criteria shall be considered for technical bid evaluation.
- Minimum of two bidders need to qualify the Preliminary Evaluation criteria for further evaluation. The bidding process shall be cancelled in case less than two bidders qualify Preliminary Evaluation stage.

3.8.3 Technical Bids Evaluation

- Only those Bidders and Bids which have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Corporation 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.
- Technical bids of only those bidders who comply with the Preliminary criteria will be evaluated.
- Maximum marks that can be secured under technical evaluation will be 100
- Presentations to be made by all the qualified bidders on their experience, expertise and the proposed solution for ECGC.

- Each qualified bidder will make a 30 minutes presentation before the team of officials from ECGC.
- The Corporation reserves the right to evaluate the bids on technical & functional parameters.
- The bidders who score more than 70% in the above technical evaluation shall be shortlisted and invited for the commercial bid.
- During evaluation and comparison of bids, the Corporation may, at its discretion ask the bidders for clarification of their bid. 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.

3.8.4 Commercial Bids Evaluation

- The Commercial Bids of the shortlisted bidders as at 3.8.3 above will be opened.
- The maximum marks that can be secured in commercial bidding will be 100 as detailed in Annexure – 5.

3.8.5 Final Evaluation

- For the purpose of calculating final score, marks obtained in technical and commercial bids evaluation will be assigned a weightage of 60 and 40 respectively i.e. in a ratio of 60:40.
- The bidder obtaining the highest total marks will be eligible for appointment as consultant/Service Provider to ECGC.
- Corporation 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.

3.8.6 Two Stage Bidding Process

- For the purpose of the appointment of Consultant for the project, a two-stage bidding process will be followed. The response to the present bid should be submitted in two parts, i.e., the Technical Bid and the Commercial Bid (in hard copies). The bidder will have to submit the “Technical Bid” and the “Commercial Bid” separately but within the stipulated date and time. The “Technical Bid” will contain the exhaustive and comprehensive technical details, whereas the “Commercial Bid” will contain the pricing information. The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would not be processed further.

- In the first stage, only the "Technical Bids" will be opened and evaluated for suitability. Those bidders who qualify Pre evaluation criteria would be called for making presentation before the ECGC's Panel. Those bidders who satisfy the technical eligibility requirements, as mentioned at para 3.8.4 shall be short-listed after the presentations.
- In the second stage, the Commercial Bids of only those bidders, which have been short-listed as per the aforementioned paragraph, on the basis of evaluation of their Technical Bids and presentation, will be opened.

3.8.7 Contacting the Corporation

- No Bidder shall contact the Corporation on any matter relating to its Bid, from the time of opening of Price/Commercial Bid to the time the Contract is awarded.
- Any effort by a Bidder to influence the Corporation in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

3.8.8 Award Criteria

The Bidder that gets the highest combined technical and commercial score shall be awarded the Contract. ECGC Ltd. will notify the successful Bidder in writing, by letter or by e-mail, that its Bid has been accepted. The notification of award will constitute the formation of the offer to contract. The selected Bidder should convey 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. In case of a tie, the Bid that had high score in technical evaluation (Part - I and Part - II) will be considered the best bid value. In case the selected Bidder fails to accept the award then the Bidder securing the next highest combined score among the Bidder(s) (other than the Bidder who has failed to accept the award) will be considered for the award and so on. The successful Bidder will have to submit the Performance Bank Guarantee and execute a Service agreement within 15 working days of the award of Contract, which will be valid for the tenure as mentioned in this RFP Document

3.8.9 Corporation's Right to Accept Any Bid and to reject any or All Bids:

- The Corporation reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Corporation's action.

- All decisions taken by the Corporation are binding and final.

3.8.10 Validity

- Bids shall remain valid for a period of 60 days after the date of Bid opening as mentioned in Section 1 or as may be extended from time to time. ECGC holds the right to reject a bid valid for a period shorter than 60 days as non-responsive, without any correspondence.

3.8.11 Performance Bank Guarantee

- The successful bidder (hereinafter referred to as the 'Vendor') shall be required to submit a Performance Bank Guarantee ("PBG") as per pro-forma attached as Annexure- 6 for a value equal to the 10%Contract value(inclusive of applicable taxes), valid for the period of the contract (plus additional 8 weeks for claim period).
- The contract period will be of 180 days plus additional 8 weeks (for claim Period) from the date of satisfactory acceptance /sign off by ECGC.
- In case the contract period is extended beyond six months due to nature of work, the PBG shall have to be extended / renewed / re-issued for the new / extended contract period, including the claim period. The Vendor to make provisions for submission of extended PBG at least two weeks before the expiry of the original term of PBG in such case.
- PBG shall be forfeited if the services are terminated abruptly by the vendor or for any deviation for which Corporation decides to forfeit the security. Further, unpaid charges, if any, will also not be paid in these circumstances. In case of no punitive action against the vendor, the PBG will be returned after the contract period or on settlement of any claim against the vendor, whichever is later.
- The Bank Guarantee of correct value and validity period as mentioned above must be submitted within a week from the date of issuance of the Purchase order.
- In case the vendor terminates the contract during the currency of the contract, the PBG will be forfeited and Corporation may at its discretion take the appropriate action as deemed necessary.

Section - 4

4.1 Terms and Conditions of Contract (TCC)

4.1.1 Definitions:

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

- “The Corporation” means ECGC Limited.
- “The Contract” means the agreement entered into between the Corporation and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- “Vendor” is the successful Bidder whose technical bid has been accepted and whose price as per the commercial bid is the lowest and to whom notification of award has been given by the Corporation.
- “The Contract Price” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- “TCC” means the Terms and Conditions of Contract contained in this section;
- “The Project” means **APPOINTMENT OFCONSULTANTFOR BUSINESS CONTINUITY MANAGEMENT(BCM)**
- “The Project Site” means designated locations of ECGC Limited.
- In case of a difference of opinion on the part of the Bidder in comprehending and / or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Corporation shall be binding and final on the Bidder.

4.1.2 DISTINCTIVE TERMS & CONDITIONS

- ***Note: Bidders are requested to note that if there are any terms & conditions/Clause given under this Special Terms & Conditions conflicts with similar terms & conditions given elsewhere in Bid (such as General Terms & Conditions etc.), then terms/conditions given under Special Terms & Conditions will prevail.***

4.1.3 Validity of Offer

- The quoted prices for the equipment and services will remain valid for a period of 60 days from the date of closure of this RFP.

4.1.4 Payments

- Payment shall be made in Indian Rupees and as per the below stages.

S. No.	Deliverables	Payment as per Commercial Bid
1.	Gap Analysis Report	20% of cost
2.	BIA Report and BCMS documentation	30% of cost
3.	IT DR Drill Report and IT-DR documentation	30% of cost
4.	Final Closure Report	20% of cost

- No payment shall be made in advance on award of the contract.
- Payments shall be made only in arrears after completion of the scope of work to the satisfaction of ECGC Limited.
- All payments shall be subject to TDS and any other taxes as per the tax rules prevalent at the time of payment.
- It may be noted that ECGC Ltd will not pay any amount / expenses / charges/ fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the agreed amount as per the purchase order / contract.
- Any decrease in taxes must be passed on to ECGC.
- Payment Milestones shall be discussed with the successful bidder.

4.1.5 Service Delivery Location and Period

- The scope of work as mentioned above will be required to be delivered at ECGC onsite location at ECGC Limited, Risk Management Division 10th Floor Express Towers, Nariman Point, Mumbai, 400 021.
- This assignment and the submission of the final closure report are to be completed within a period of 180 days from the date of awarding of this contract. If the consultant fails to complete the above mentioned work as per the time frame prescribed in the RFP an extension may be granted on request up to a maximum duration of 15 days. Any extension, if allowed, will be with a penalty of 2% of the contract value per day, up to 5 days; beyond which it will be treated as a breach of contract. ECGC Ltd reserves the right to grant an extension, and / or cancel the order, and / or invoke the PBG in the event of any breach of contract.

4.1.6 Indemnity

- The Vendor shall indemnify, protect and save ECGC against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from any infringements in respect of all hardware, software, and services being utilized by the team / resources, except for those explicitly provided by / authorized by ECGC.

4.1.7 Arbitration

- In the event of a dispute or difference of any nature whatsoever between ECGC and the Vendor during the course of Contract arising as a result of this RFP, the same shall be referred to arbitration comprising of a sole arbitrator. The Arbitration shall be carried out in English language at ECGC office in Mumbai and as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time). The seat of Arbitration shall be Mumbai..

4.1.8 Jurisdiction

- The jurisdiction for the purpose of settlement of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching the works awarded or the terms and conditions of the Contract shall be that of the appropriate court in Mumbai. The jurisdiction of any other court in any place other than Mumbai is specifically excluded.

4.1.9 Survival

- The termination of the Contract shall not affect the rights of and or obligations of the Vendor which arose prior to the termination.

4.1.10 FORCE MAJEURE

- Notwithstanding the provisions of TCC, the Vendor shall not be liable for forfeiture of its performance security, liquidated 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 Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Corporation in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- If a Force Majeure situation arises, the Vendor shall promptly notify the Corporation in writing of such condition and the cause thereof. Unless otherwise directed by the Corporation in writing, the Vendor 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.

4.1.11 Rights of the Corporation

- The Corporation does not bind itself to accept the lowest quotation and reserves the right to reject any or all the quotations received, without assigning any reason thereof.

- While placing the Order, the Corporation further reserves the right to delete or reduce any item or section of the schedule of work without assigning any reason thereof.

4.1.12 Entire Agreement

- It is expressly agreed between the parties that the Contract, The Request for Proposal (RFP) Document, any addendum or corrigendum issued thereafter and the completed Annexures thereto constitutes the Entire Agreement between the Parties.

4.1.13 Royalties and Patents

- 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. Bidder shall protect the Corporation against any claims thereof.

4.1.14 Intellectual Property Right (IPR): -

- The Bidder 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. The ownership of all IPR rights in any and all documents, artifacts, etc. (including all material) made during the Term for Assignment under this Agreement will lie with ECGC Ltd.

4.1.15 Other Compliances

- Vendor servicing the Corporation should comply with the Corporation's IS 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 Corporation being managed by or assigned to vendor.
 - iv. Physical security of the facilities / equipment provided by the vendor.
 - v. Vendor 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 vendor, and shall produce the same for records of ECGC Limited and / or its Auditors and / or its regulator.

Section - 5

Annexure – 1

Company Profile /Eligibility

Sr No	Description	Details										
1	Name of the company											
2	Legal Status (e.g. Proprietorship, partnership, limited liability partnership, corporation etc. (attach a copy of certificate of incorporation)	<Certified copy of the Certificate of Incorporation issued by the Registrar of Companies / Partnership Deed>										
3	Registered Physical Address											
4	Correspondence Address											
5	Business profile of the company (attach a separate write-up or brochure regarding business activities of the company)											
6	Incorporation Date											
7	Board of Directors / Management / Promoters / Partners	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">(i)</td> <td></td> </tr> <tr> <td style="text-align: center;">(ii)</td> <td></td> </tr> <tr> <td style="text-align: center;">(iii)</td> <td></td> </tr> <tr> <td style="text-align: center;">(iv)</td> <td></td> </tr> <tr> <td style="text-align: center;">(v)</td> <td></td> </tr> </table>	(i)		(ii)		(iii)		(iv)		(v)	
(i)												
(ii)												
(iii)												
(iv)												
(v)												
8	Contact Person Details (Name, Landline and mobile Number, e-mail id)											
9	e-mail id of the company											
10	PAN of the company	<copy required>										
11	TIN of the company	<copy required>										
12	GST Registration No.	<copy required>										
13	Details of managerial, supervisory, and other staff available	<Undertaking of the organization confirming the availability of the adequate manpower of requisite qualification and experience for deployment in ECGC. >										
14	Organization should have work experience in similar nature of work-related to Business Continuity Management for reputed companies.	<Evidences like email confirmations from client person email address or work completion certificates should be provided Along with the bid. >										
15	The bidder should have an average annual turnover of at least Rs.10 crore for the last three financial years, and reported profit for at least two financial years ended on 31.03.2019.	<IT returns acknowledgments & Audited Financial Statements to be provided for last three financial years ended on 31.03.2019>										
16	Authorization declaration for signing the bid documents, if applicable.											

17	Copy of entire bid document duly signed and stamped on each page as a token of acceptance is to be attached.	
18	The Bidder should not have been black listed by any Govt. Financial Institutions / Banks / Government / Semi-Government departments in India.	<A self-declaration by the Bidder on its letter head.>
19	The Bidder should have BCM implementation experience with atleast 5 Insurance Companies in India and atleast 10 Financial Sector Companies in India	<Please attach evidences, and use separate sheets as necessary>
20	The firm or its affiliates should have never been blacklisted / barred / disqualified by any regulator / statutory body/ judicial or any other authority in India.	<A self-declaration by the Bidder on its letter head.>
21	The Bidder's Firm should not be owned or controlled by any Director or Employee of ECGC Ltd.	<A self-declaration by the Bidder on its letter head.>
22	Experience in conducting Technical and financial assessment / preparation / audit / project management	<Please attach evidences, and use separate sheets as necessary>
23	Relevant experience in Insurance/Banks /Financial Institutions, if any.	<Please attach a separate sheet, if required. (Give scope of work for each assignment) with letters from the respective organizations supporting the same.>
24	Number of professional staff who are proposed to be associated for executing the assignment with names including that of the Team Leader. The Team Leader, once assigned to ECGC Limited, should not be Replaced except with the consent from ECGC Limited.	<Resume of the identified team persons in the format enclosed as CV format to this document. >

.....
Signature of the authorized Signatory of Company
(Company Seal)
Name:
Designation:
Contact No (Mobile)
Email Id

Annexure – 2
Bank Details

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

Annexure – 3
Acknowledgement

(This will be part of Qualification bid Information. This should be included in Envelope 1 and should be on the company letterhead)

Date:

To,
Chief Information Security Officer (CISO)
ECGC Limited, Risk Management Division,
10th Floor, Express Tower, Nariman Point, Mumbai – 400 021
Dear Sir/Madam,

Subject: Response to the Request for Proposal for APPOINTMENT OFCONSULTANT FOR IMPLEMENTATION OF BUSINESS CONTINUITY MANAGEMENT (BCM) PROGRAMME FOR ECGC LIMITED

1. Having examined the Request for Proposal including Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide services in accordance with the scope of work as stated in the RFP within the cost stated in the Proposal.
2. If our Proposal is accepted, we undertake to abide by all terms and conditions of this RFP.
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 offer if ECGC finds that the required information is not provided or is provided in a different format not suitable for evaluation process for any other reason as it deems fit. ECGC's decision shall be final and binding on us.
4. We agree that ECGC reserves the right to amend, rescind or reissue this RFP and all amendments any time during the bidding.
5. We agree that we have no objection with any of the clauses and process of this bid documents.

.....
Signature of the authorized Signatory of Company
(Company Seal)
Name:
Designation:
Contact No (Mobile)
Email Id

Annexure – 4

TECHNICAL EVALUATION CRITERIA

Evaluation Parameters

Each bidder will be evaluated on the scale of 100 marks on the following criteria.

Sr. No.	Evaluation Parameter	Documentary Requirements & Evaluation Criteria	Max Marks
1.a	BCM implementation experience with Insurance companies in India	Documentary Evidence e.g. (Purchase order or Engagement letter) 5 marks per PO (over and above mandatory 5)	20
1.b	BCM implementation experience with Finance sector companies in India other than mentioned above in 1.a	Documentary Evidence e.g. (Purchase order or Engagement letter) 5 marks per PO (over and above mandatory 10)	20
2	BCM implementation experience for organizations other than banks, insurance companies and financial institutions	Documentary Evidence e.g. (Purchase order or Engagement letter) 2 marks per PO	10
3	Experience of team members in BCM implementation for banks, insurance companies, financial institutions and other organizations	Certifications of team members from Business Continuity Institute (BCI), Disaster Recovery Institute (DRI), ISO 22301:2019 certified staff and CVs 2 marks per individual	20
4	Methodology and approach in implementing the programme	Included in presentation	30

	Total		100

Evaluation procedure

1. Bidders scoring a minimum of 70% marks (i.e. 70 out of 100 marks) in the technical bid to qualify;
2. In case the selected bidder fails to accept the award then next least quoted bidder will be considered for the award and so on.

.....
 Signature of the authorized Signatory of Company
 (Company Seal)

Name:

Designation:

Contact No (Mobile)

Email Id

Annexure – 5
COMMERCIAL EVALUATION CRITERIA

Evaluation Parameters

Sr. No.	Particulars	Marks
1	L-1 (lowest bid)	100
2	L-2	90
3	L-3	80
4	L-4	70
5	L-5	60
6	Beyond L-5	50

1. In case the selected bidder fails to accept the award then next least quoted bidder will be considered for the award and so on.

.....
Signature of the authorized Signatory of Company
(Company Seal)
Name:
Designation:
Contact No (Mobile)
Email Id

Annexure – 6

PROFORMA BANK GUARANTEE FOR PERFORMANCE

(On Non-Judicial stamp paper of value Rs.500/-)

IN CONSIDERATION OF ECGC LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at 10th Floor, Express Towers, Nariman Point, Mumbai 400021 (herein after referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers..... a partnership firm/a company registered under the Companies Act, 1956 having its Registered office at (hereinafter called the Vendor which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated(hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for **APPOINTMENT OFCONSULTANT FOR IMPLEMENTATION OF BUSINESS CONTINUITY MANAGEMENT(BCM) PROGRAMME FOR ECGC LIMITED**as stated in the said Order and the Purchaser having agreed that the Vendor shall furnish a security for the performance of the Vendor's obligations and/or discharge of the Vendor's liability in connection with the said order and the Purchaser having agreed with the Vendor to accept a performance guarantee,

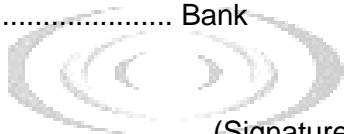
1. We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... Rupees only) being 100% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfilment or for any breach on the part of the Vendor of any of the terms and conditions of the said order.
2. We, Bank further agree that the Purchaser shall be sole judge whether the said Vendor has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favor of the Purchaser all the rights and defenses to which we as guarantors may be entitled to.
3. We, Bank further agree that the amount demanded by the Purchaser as such shall be final and binding on the Bank as to the Bank's liability to pay and the amount demanded and the Bank undertake to pay the Purchaser the amount so demanded on first demand and without any demurnotwithstanding any dispute raised by the Vendor or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
4. We, Bank further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to

extend time of performance by the Vendor from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Vendor and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Vendor or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Vendor or by any such matter or things what so ever which under the law relating to sureties would have the effect of relieving us.

5. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.
6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Vendor or dissolution
7. Notwithstanding anything contained herein above:
 - i. Our liability under this guarantee shall not exceed Rs.....
 - ii. This Bank Guarantee shall be valid upto and including; and
 - iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (validity + ---weeks from the date of expiry of this guarantee).
8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Bank has executed this document on this..... day of

For Bank



(By its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Bank")

NOTE:-

1. Indigenous Vendor or Foreign Vendor through Indian Bank to submit BG.
2. If BG is not received directly from Bank then ECGC Ltd. shall get the Bank Guarantee verified and only on confirmation of verification the Bank Guarantee shall be considered as submitted. Expenses for BG verification shall be borne by ECGC Ltd.



Annexure – 7

**Price Bid for APPOINTMENT OFCONSULTANT FOR IMPLEMENTATION OF
BUSINESS CONTINUITY MANAGEMENT (BCM) PROGRAMME FOR ECGC
LIMITED**

(Must be submitted in the 2ndsealed envelope as mentioned above)

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

EMAIL: _____ WEB SITE: _____

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

Amount in Figures (INR)	
Amount in words	

Terms and Conditions:

- 1) The above quoted fee is inclusive of all expenses and applicable taxes.
- 2) We undertake to deliver all the deliverables as envisaged in the proposal / agreement and complete the assignment within the time frame stipulated in the RFP document.
- 3) ECGC Ltd will deduct tax (TDS) while releasing payment, if applicable as per the provisions of Income Tax Act.

Signature of the Authorized Signatory of Company

Name:

Designation:

Contact no. (Mobile):

Email Id:

Company Seal:

Annexure – 8

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 Firm
6. Professional Qualifications
7. Experience

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

Annexure – 9

Format for Letter of Authorization

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

To
Chief Information Security Officer (CISO) ECGC Limited,
Risk Management Division,
10th Floor, Express Tower,
Nariman Point, Mumbai – 400 021

Letter Of Authorisation For Attending Bid Opening for Bid Ref:ECGC/Tender-03/RMD/01/2020

The following persons are hereby authorized to attend the bid opening on _____(date) in the bid for **“Appointment of Consultant for for Implementation of Business Continuity Management (BCM) Programme for ECGC Limited”**.on behalf of M/S_____ (Name of the Bidder) in the order of preference given below:

Order of Preference Name Designation Specimen Signature

I

II

(Authorized Signatory of the Bidder)

Date_____

(Company Seal)

1. Maximum of two persons can be authorized for attending the bid opening.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not submitted.

Annexure – 10

Non-Disclosure Agreement Format

This confidentiality and non-disclosure agreement is made on the.....day of....., 20..... BETWEEN (Bidder), (hereinafter to be referred to as “-----”) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns a company incorporated under the Companies Act, 1956 and having its principal office at(address).

AND ECGC LIMITED (hereinafter to be called “ECGC”) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns having its Registered Office at(address) on the following terms and conditions:

WHEREAS, in the course of the business relationship between the aforesaid parties, both the parties acknowledge that either party may have access to or have disclosed any information, which is of a confidential nature, through any mode and recognize that there is a need to disclose to one another such confidential information, of each party to be used only for the Business Purpose and to fulfill the requirements of ERM and to protect such confidential information from unauthorized use and disclosure;

NOW THEREFORE, in consideration of the mutual promises contained herein, the adequacy and sufficiency of which consideration is hereby acknowledged and agreed, the parties hereby agree as follows:—

This Agreement shall apply to all confidential and proprietary information disclosed by one party to the other party, including information included in the caption ‘Definitions’ of this Agreement and other information which the disclosing party identifies in writing or otherwise as confidential by the disclosing party to the receiving party. (“Confidential Information”). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, electronically or through visual observation or by any other means to one party (the receiving party) by the other party (the disclosing party).

1. Definitions

- (a) CONFIDENTIAL INFORMATION means all the information of the Disclosing Party which is disclosed to the Receiving party pursuant to the business arrangement whether oral or written or through visual observation or in electronic mode and shall include but is not limited to trade secrets, know-how, inventions, techniques, processes, plans, algorithms, software programs, source code, semiconductor designs, schematic designs, 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, inventions, 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, 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 Disclosing Party.

The above definition of Confidential Information applies to both parties equally; however in addition, without limitation, where the Disclosing Party is the ECGC, no information that is exempted from disclosure under section 8 or any other provision of Right to Information Act, 2005 shall at any time be disclosed by the Receiving Party to any third party.

(b) MATERIALS means including without limitation, documents, drawings, models, apparatus, sketches, designs and lists furnished to the Receiving Party by the Disclosing Party and any tangible embodiments of the Disclosing Party's Confidential Information created by the Receiving Party.

2. Covenant Not To Disclose

The Receiving Party will use the Disclosing Party's Confidential Information solely to fulfill its obligations as part of and in furtherance of the actual or potential business relationship with the Disclosing Party. The Receiving Party shall not use the Confidential Information in any way that is directly or indirectly detrimental to the Disclosing Party or its subsidiaries or affiliates, and shall not disclose the Confidential Information to any unauthorized third party. The Receiving Party shall not disclose any Confidential Information to any person except to its employees, authorized agents, consultants and contractors, on a need to know basis, who have prior to the disclosure of or access to any such Confidential Information agreed in writing to receive it under terms as restrictive as those specified in this Agreement.

In this regard, any agreement entered into between the Receiving Party and any such person/s shall be forwarded to the Disclosing Party promptly thereafter. Prior to disclosing any Confidential Information to such person/s, the Receiving Party shall inform them of the confidential nature of the information and their obligation to refrain

from disclosure of the Confidential Information. The Receiving party shall use the same degree of care in safeguarding the Confidential Information as it uses or would use in safeguarding its own Confidential Information, and shall take all steps necessary to protect the Confidential Information from any unauthorized or inadvertent use. In no event shall the Receiving Party take all reasonable measures that are lesser than the measures it uses for its own information of similar type. The Receiving Party and its Representatives will immediately notify the Disclosing Party of any use or disclosure of the Confidential Information that is not authorized by this Agreement. In particular, the Receiving Party will immediately give notice in writing to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and agrees to assist the Disclosing Party in remedying such unauthorized use or disclosure of the Confidential Information.

The Receiving Party and its Representatives shall not disclose to any person including, without limitation any corporation, sovereign, partnership, company, Association of Persons, entity or individual-

- (i) the fact that any investigations , discussions or negotiations are taking place concerning the actual or potential business relationship between the parties,
- (ii) that it has requested or received Confidential Information, or
- (iii) any of the terms, conditions or any other fact about the actual or potential business relationship.

This confidentiality obligation shall not apply only to the extent that the Receiving Party can demonstrate that:

- (a) the Confidential Information of the Disclosing Party is, or properly became, at the time of disclosure, part of the public domain, by publication or otherwise, except by breach of the provisions of this Agreement; or
- (b) was rightfully acquired by the Receiving Party or its Representatives prior to disclosure by the Disclosing Party;
- (c) was independently developed by Receiving Party or its Representatives without reference to the Confidential Information; or
- (d) the Confidential Information of the Disclosing Party is required to be disclosed by a Government agency, is the subject of a subpoena or other legal or demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt written notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order prior to such disclosure.
- (e) is disclosed with the prior consent of or was duly authorized in writing by the disclosing party.

3. Return of the Materials

Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information received as Confidential Information or shall certify to the disclosing party that all media containing such Information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.

4. Ownership of Confidential Information

The Disclosing Party shall be deemed to be the owner of all Confidential Information disclosed by it or its agents to the Receiving Party or its agents hereunder, including without limitation all patents, copyright, trademark, service mark, trade secret and other proprietary rights and interests therein, and Receiving Party acknowledges and agrees that nothing contained in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise in or to any Confidential Information. Confidential Information is provided "as is" with all faults.

By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right.

In no event shall the Disclosing Party be liable for the accuracy or completeness of the Confidential Information. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Non-Disclosure Agreement (NDA) and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.

5. Remedies for Breach of Confidentiality

1. The Receiving Party agrees and acknowledges that Confidential Information is owned solely by the disclosing party (or its licensors or agents) and that any unauthorized disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in an irreparable harm and significant injury and damage to the Disclosing Party which may be difficult to ascertain and not be adequately compensable in terms of monetary damages. The Disclosing Party will have no adequate remedy at law thereof, and that the Disclosing Party may, in addition to all other remedies available to it at law or in equity, be entitled to obtain timely preliminary, temporary or permanent or mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Disclosing Party against, or on account of, any breach by the Receiving Party of the provisions contained herein, and the Receiving Party agrees to reimburse the reasonable legal fees and other

costs incurred by Disclosing Party in enforcing the provisions of this Agreement apart from paying damages with interest at the market rate prevalent on the date of breach to the Disclosing Party.

2. The Receiving Party agrees and acknowledges that any disclosure, misappropriation, conversion or dishonest use of the said Confidential Information shall, in addition to the remedies mentioned above, make the Receiving Party criminally liable for Breach of Trust under section 405 of the Indian Penal Code.

6. Term

This Agreement shall be effective on the first date written above and shall continue in full force and effect at all times thereafter. This Agreement shall however apply to Confidential Information disclosed by the Disclosing Party to the Receiving Party prior to, as well as after the effective date hereof. The Receiving Party acknowledges and agrees that the termination of any agreement and relationship with the Disclosing Party shall not in any way affect the obligations of the Receiving Party in not disclosing Confidential Information of the Disclosing Party set forth herein. The obligation of non-disclosure (NDA) of Confidential Information shall bind the parties, and also their successors, nominees and assignees, perpetually.

7. Governing Law & Jurisdiction

This Agreement shall be governed by and construed with solely in accordance with the laws of India in every particular, including formation and interpretation without regard to its conflicts of law provisions. Any proceedings arising out of or in connection with this Agreement shall be brought only before the Courts of competent jurisdiction in Mumbai.

8. Entire Agreement

This Agreement sets forth the understanding between the parties as to the subject-matter of this Agreement and supersedes all prior representations, discussions, and negotiations whether oral or written or electronic. This Agreement may be amended or supplemented only in writing that is signed by duly authorized representatives of both parties.

9. Waiver

No term or provision hereof will be considered waived by either party and no breach excused by the Disclosing Party, unless such waiver or consent is in writing signed by or on behalf of duly Constituted Attorney of the Disclosing Party. No consent or waiver whether express or implied of a breach by the Disclosing Party will constitute consent to the waiver of or excuse of any other or different or subsequent breach by the Receiving Party.

10. Severability

If any provision of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic or legal effect as the

original provision or will be struck off and the remainder of this Agreement will remain in full force.

11. Notices

Any notice provided for or permitted under this Agreement will be treated as having been given when (a) delivered personally, and/or (b) sent by confirmed telecopy/fax, and/or (c) sent by commercial overnight courier with written verification of receipt, and/or (d) mailed postage prepaid by certified or registered mail, return receipt requested, and/or (e) by electronic mail, to the party to be notified, at the address set forth below or at such other place of which the other party has been notified in accordance with the provisions of this clause. Such notice will be treated as having been received upon actual receipt.

Provided always that notices to the ECGC shall be served on the Risk Management Department (RMD) in the ECGC's Head Office at Mumbai by Registered post & email.

IN WITNESS WHEREOF THE PARTIES HERE TO have set and subscribed their respective hands and seals the day and year herein above mentioned.

a) SIGNED SEALED & DELIVERED BY THE _____ b) SIGNED SEALED & DELIVERED BY THE WITHIN NAMED INSURANCE COMPANY WITHIN NAMED (BIDDER)

In the presence of

In the presence of

Witness : 1 _____

Witness : 1 _____

Witness: 2 _____

Witness: 2 _____