



LIMITED TENDER ENQUIRY

For

Security Assessment of ERP Application

LTE Reference Number:

Ref: ECGC/Tender-09/RMD/07/2024-25

Dated: 02/07/2024

ECGC LIMITED

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

Table of Contents

Section – 1 3

Section – 25

Section – 36

Section – 417

Section - 1

1. Introduction

1.1 Invitation to Bidders

By way of this Limited Tender Enquiry ('LTE') Document (hereinafter also referred to as 'the Bid Document' or 'the LTE 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 from consultants (hereinafter referred to as ('the Bidder(s)') for **"Security Assessment of ERP Application" as per scope of work and deliverables defined in Annexure – I of this LTE for FY 2024-25"**.

The "Price/Commercial Bids" along with the supporting documents would be received in physical form only.

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

The LTE Document shall be published on the Company's website www.ecgc.in and only the bidders invited to participate in the bidding process through e-mail by the Company shall participate and may download the same from the website of the Company.

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 LTE Document at its sole discretion, which will be communicated to the Bidder(s), and shall be displayed on the Company's website. The information provided by the Bidder(s) in response to this LTE Document will become the property of ECGC and will not be returned. ECGC reserves the right to amend, rescind or reissue this LTE Document and all SUBSEQUENT amendments, if any. Amendments or changes shall be displayed at ECGC's website and will be communicated to the invited bidders only through e-mails.

1.2 Schedule of events

LTE Document Availability	The LTE Document will be shared through e-mail to selective CERT-In empaneled auditors from Mumbai and to be published on the website of ECGC on 02/07/2024.
Pre-bid Queries (if any)	5/07/2024
Last date of submission of Bids	12/07/2024
Bid Opening date/ Opening of Bids	15/07/2024 at 3:00 P.M.
Contact Details: Deputy General Manager (RMD): Ms. Rachna Baberwal 022-66590532	
Address for Communication and submission of Bid.	DGM(RMD) ,4th Floor, ECGC Bhavan, CTS No. 393, 393/1-45, M.V. Road, Andheri (East), Mumbai – 400069
Telephone	022-66590532/022-66590581
All correspondence / queries relating to this LTE 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.

Section - 2

Disclaimer

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

This LTE Document is neither an agreement nor an offer and is only an invitation by the Company to the invited bidders for submission of Bids. No contractual obligation whatsoever shall arise from the LTE process until a formal contract is signed and executed by duly authorized signatories of ECGC with the selected bidder. The purpose of this LTE Document is to provide the Bidder(s) with information to assist the formulation of their bids.

This LTE 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 LTE document. ECGC shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this LTE Document.

ECGC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this LTE Document. ECGC reserves the right to reject any or all the bids / proposals received in response to this LTE document at any stage without assigning any reason 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 Limited Tender Enquiry 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 Before bidding, the Bidder(s) are requested to visit the ECGC website <https://www.ecgc.in> and also carefully examine the entire LTE Document, including the draft Agreement provided under Annexure- 8 and the General Terms and Conditions of the Contract (TCC) contained therein, and if there appears to be any ambiguity or discrepancy between any terms of the LTE Document and the Contract, they should immediately refer the matter to ECGC for clarifications.

3.1.2 While this document has been prepared in good faith, neither ECGC nor any of its employees make any representation or warranty or shall have any liability to any person, including any applicant or 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 LTE or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the LTE and any assessment, assumption, statement or information contained therein or deemed to form part of this LTE or arising in any way for participation in this bid.

3.1.3 The Bidder, for the purpose of making the Bid, shall complete in all respects, the form(s) annexed to the LTE Document, quote the prices and furnish the information/ documents, called for therein, and shall sign and put date on each of the forms/documents in the space provided therein for the purpose. The Bidder shall affix its initial on each page of the Bidding Documents.

3.1.4 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.

3.1.5 The Bid shall contain the address, Tel. No. and e-mail id, if any of the Bidder, for the purposes of serving notices required to be given to the Bidder in connection with the Bid.

- 3.1.6** 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.
- 3.1.7** The Bid form and the documents attached to it shall not be detached from one another and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the forms or documents attached thereto. Any alterations or changes to the entries in the attached documents shall only be made by a separate covering letter otherwise it shall not be entertained for the Bidding process.
- 3.1.8** The Bidder, irrespective of its participation in the bidding process, shall treat the details of the documents as privileged, secret and confidential.
- 3.1.9** 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.
- 3.1.10** Each Bidder can submit only one Bid.
- 3.1.11** 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.
- 3.1.12** Partial Bids will not be accepted and shall stand rejected. Bidder(s) shall have to quote for the entire scope of work.
- 3.1.13** All rates and total amount should be written both in figures and in words and if there is any discrepancy between the two, the bid shall be rejected.
- 3.1.14** No questions or items in the annexures 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. Forms with blank columns or unsigned forms will be summarily rejected.

- 3.1.15** Bids not conforming to the requirements of the LTE documents may not be considered by ECGC. However, ECGC reserves the right at any time to waive off any of the requirements of the LTE.
- 3.1.16** Bids must be received by ECGC at the address specified, no later than the date & time specified in the “Schedule of Events” in Invitation to Bid. ECGC shall not responsible for non-receipt of bids within the specified date due to any reason including postal delays or holidays. Any Bid received after the last date of submission of Bids prescribed, will be rejected and subsequently destroyed. No Bids shall be returned.
- 3.1.17** ECGC may, at its discretion, extend the deadline for submission of Bids by amending the appropriate terms and conditions in the Bid Document, in which case, all rights and obligations of ECGC and Bidders previously subject to the deadline will thereafter be subject to the extended deadline, which would also be advised to all the interested Bidders on ECGC’s website.
- 3.1.18** 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 LTE or even after the award of the contract.
- 3.1.19** The bid shall be rejected by ECGC if it is an unsolicited bid.
- 3.1.20** The bids once submitted cannot be modified or altered.
- 3.1.21** 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.

3.2. Scope of Work

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

3.3. Queries

The Bidder(s) having any doubt/ queries/ concerns with any clause of this LTE document or selection process shall raise their concern within the prescribed timelines specified in the “Schedule of Events” in Invitation to Bid in the format annexed at Annexure – 6 only to the email id rmd@ecgc.in. 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.

ECGC reserves its right to issue clarifications/ amendments with respect to this LTE in writing via e-mail/website and the same will become part of this LTE. It would be responsibility of the bidder to check the email/ website before final submission of the bids.

3.4. Preparation of bids

3.4.1. Language of Bid

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

3.4.2. 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 while submitting their bid in the format as provided under Annexure - 9. Bidder shall ensure that the same staff shall work on the project.

3.4.3. Eligibility Criteria:

3.4.3.1. Bidders meeting the criteria set out in Annexure – 2 are eligible to submit their bids along with supporting documents to the satisfaction of the ECGC. If the bid is not accompanied by the required documents supporting eligibility criteria, the same would be rejected.

3.4.3.2. 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. The bidders meeting the above eligibility criteria will be taken forward to the next stage of technical evaluation.

3.4.4. Bidding process and documents

3.4.4.1. The interested eligible bidders should submit their proposal in two sealed NON-WINDOW envelopes superscripted with **‘Security Assessment of ERP Application Eligibility Bid’** and **‘Security assessment of ERP Application– Commercial Bid’** before the last date of submission of bids as per the “Schedule of Events”. Out of two envelopes, one envelope should contain eligibility bid and one should contain the commercial bid. Please note that if both eligibility and commercial bids are placed in same envelope then the bids will not be considered for evaluation.

3.4.4.2. The Bid shall be signed by the Bidder or a person or persons duly authorized by the bidder. The envelope shall be addressed to ECGC at the said address given in Schedule of Events. The envelopes shall contain completely filled in documents in one envelope in the following order:

Envelope – 1 (Eligibility Bid)

- (i) Annexure – 2: Bidders’ profile and Eligibility and applicable supporting documents as documentary evidence of eligibility;
- (ii) Annexure – 4: Acknowledgement;
- (iii) Annexure – 7: Declaration;
- (iv) Annexure – 9: Details of Professional staff;
- (v) Annexure – 10: Code of Integrity;

Envelope -2

- (i) Annexure – 5: Commercial Bid;
- (ii) Annexure – 3: Bank Details.

3.4.4.3. All envelopes should indicate the name and address of the Bidder on the cover.

3.4.4.4. If the envelope is not sealed and marked/superscripted, ECGC will assume no responsibility for the Bid’s misplacement or its premature opening.

3.4.4.5. Any Eligibility and Commercial Bid not conforming to the above list of documents will be rejected.

3.4.4.6. The Eligibility Bid should NOT contain any price information. Such bid, if received, will be rejected.

3.4.5. Bid Prices

- 3.4.5.1.** Prices are to be quoted in Indian Rupees only in Annexure 5.
- 3.4.5.2.** 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.
- 3.4.5.3.** 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.
- 3.4.5.4.** The Commercial Bid contradicting the Eligibility Bid in any manner will be rejected.
- 3.4.5.5.** Commercial Bid which is conditional will be rejected.
- 3.4.5.6.** Any overwriting, erasure, etc. has to be initialed by the authorized person.

3.4.6. Period of Validity of Bids

- 3.4.6.1.** Bids shall remain valid for a 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.
- 3.4.6.2.** 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 LTEs or any debarment.
- 3.4.6.3.** The Company reserves the right to call for fresh quotes anytime during the validity period of the bid, if considered necessary

3.4.7. Format and Signing of Bid

- i. The Bid documents submitted by the bidders should be legible and shall be typed or written in indelible ink. The person or persons signing the Bids shall authenticate all pages of the Bids, except for un-amended printed literature.
- ii. The bid shall be in A4 size papers, numbered with index. Bids should be spirally bound or fastened securely before submission. Bids submitted in loose sheets shall be disqualified.
- iii. Bidder may include additional information which will be essential for better understanding of the bid response. This may include diagrams, excerpts from manuals, or other explanatory documentation, which would clarify and/or substantiate the bid. Any such information should be specifically referenced somewhere in the bid.
- iv. The bidder may provide a glossary of all abbreviations, acronyms, and technical terms used to describe the services or products proposed. This glossary should be provided even if these terms are described or defined at their first use or elsewhere in the bid response.
- v. All documents submitted in the context of this LTE document, whether typed, written in indelible ink, or un- amended printed literature, should be legible/ readable. Non- Compliance to this clause shall result in bid being considered as non- responsive and shall be rejected at the outset.

3.4.8. Modification and Withdrawal of Bids

- i. If the Bidder, wishes to withdraw from the bidding process or modify its bid, the Bidder may do so without any penal action including debarment or exclusion from future LTEs / contracts / business, provided the bidder submits its decision to the Company in writing, along with its reasons for the same prior to the last date prescribed for submission of Bids in the Schedule of Events. Withdrawn bids will be returned unopened to the Bidders.
- ii. No Bid shall be modified after the last date for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the last date for submission of Bids and the expiration of the period of Bid validity. Withdrawal of a Bid during this interval may result in penal action including debarment or exclusion from any future LTEs / contracts / business.

3.5. Opening and evaluation of bids

- 3.5.1.** The Company reserves the right to open the Bids as per the schedule mentioned in the Schedule of Events given in the LTE.
- 3.5.2.** The Company will examine the Bids 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 LTE Document and that the Bids are generally in order.
- 3.5.3.** If a Bid is not responsive, it will be rejected by the Company at its sole discretion and such a Bid may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 3.5.4.** 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 Company for further detailed evaluation. The Bids which do not qualify the eligibility criteria will not be taken up for further evaluation.
- 3.5.5.** During evaluation and comparison of Bids, the Company 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.

3.5.6. Evaluation of Price Bids and Finalization

- i. The Bidder(s) who are found eligible in the evaluation of eligibility bid shall be deemed eligible for further evaluation and Commercial bids for these Bidder(s) shall be opened.
- ii. Company may, at its sole discretion, 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.

3.5.7. Contacting the Company

- i. No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Commercial 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 Bidder's Bid and barring from any future LTEs / contracts / business with ECGC.

3.6. Award of Contract

- 3.6.1.** The Bidder who is successful in the selection process as per the above evaluation process 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.
- 3.6.2.** 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. If the selected bidder fails to enter into contract due to whatsoever reasons, ECGC will offer the Contract to the next qualified bidder.
- 3.6.3.** The selected Bidder shall have to execute a Contract i.e., the Service Agreement within 5 (five) working days of the signing of the award letter 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 undertake a review of its ERP application “SMILE” software for adherence with Cyber Security requirements. “SMILE” is an Enterprise Resource Planning (ERP) System, supporting all Core Insurance and non-core functions of ECGC, including Enterprise Accounting and MIS.

Purpose of Assessment

ECGC envisages a review of its newly developed SMILE software.

Comprehensive Assessment requirements:

Perform a review of the areas pertaining to General Controls and System readiness as per industry standard. The areas are as mentioned below; however, they are not limiting to –

1. Application security assessment as per OWASP’s guideline and CERT-In’s guideline for secure application
2. Vulnerability assessment and Penetration testing
3. Database security assessment including database configuration review
4. Conducting a Privacy Impact Assessment to determine, details regarding PII data, how it is collected, where it is stored, and how it is disposed of, as well as the potential security risks for each type of PII data.
5. Logging and Monitoring process review as per IRDAI guidelines
6. User access controls and access reconciliation review.
7. Technology stack review
8. OS hardening check for underlying infrastructure and separate recommendations for achieving different levels of security settings i.e. Level1 & Level 2 of CIS benchmarking.

The scope of this Vulnerability Assessment – Penetration Testing Audit report is as below –

1. Network Vulnerability Management
2. Network PT

3. Application Pen Testing manual approach against all possible use cases
4. Web Application security testing must also include complete proof of exploit in all cases of all the reported vulnerabilities.
5. Proof of exploit should be included in the detailed PT report.

Pre-requisites for ERP and Biz portal are as below:

S. No	Particulars	Application 1	Application 2
1	Name of the Application to be tested	SMILE	BIZ
2	Accessibility of the application?	Intranet	Internet
3	Type of the application?	Microservice based Architecture	Microservice based Architecture
4	Number of External APIs	2	58
5	Number of Static Pages of the Application	250	1
6	Number of dynamic Pages of the Application	3368	549
7	No. of roles and type of privileges for the different roles (e.g.; admin user, normal user, Supervisor role, user with only view access etc.)	See the attached file	See the attached file
8	Whether any payment gateway, crypto, digital signature is involved?	NO	NO
9	No. of Modules / Functionalities	73	12

6. Testing methodology approach shall include all possible use cases preferably using white box testing methodology.
7. ECGC applications/websites should be audited as per the Industry Standards and also as per the latest OWASP (Open Web Application Security Project) 2023 standard. Auditor must test website for attacks which should cover the following but not limited to:

- i. Vulnerabilities to SQL Injections
 - ii. CRLF injections
 - iii. Directory Traversal
 - iv. Authentication hacking/attacks
 - v. Password strength on authentication pages
 - vi. Scan Java Script for security vulnerabilities
 - vii. File inclusion attacks
 - viii. Exploitable hacking vulnerable
 - ix. Web server information security
 - x. Cross site scripting
 - xi. PHP remote scripts vulnerability
 - xii. HTTP Injection
 - xiii. Phishing a website
 - xiv. Buffer Overflows, Invalid inputs, insecure storage etc. Any other attack that can be a vulnerability to the website or web applications.
8. Generate all security testing reports and provide recommendations.
9. Suggest the best possible patching and remediation for the identified vulnerabilities.
10. Discuss and document the management action plan with timeline to implement the recommendations on the same
11. In collaboration with ECGC IT staff, resolve all the gaps identified in the vulnerabilities assessment and penetration testing, and re-assess the vulnerability post closure of gaps.
12. The auditor is expected to submit the final audit report after the remedies/recommendations are implemented. The final report will certify both the application as “Certified for Security”.

Note: Manual Pen testing exercise needs to be performed for both the application against all possible use-cases.

Deliverables with Timelines

Sl. No.	Deliverables	Expected Timelines
Part A		
1.	Database config and user access review report	1-2 Week/s
2.	Technology stack review report	
3.	OS hardening benchmark and recommendation report	
4.	Privacy Impact Assessment with regards to PII data being collected by the application	
5.	Logging & Monitoring review report	
Part B		
4.	VAPT Security Testing Reports	1-2 Week/s
5.	Final CISA signed "Certified for Security" report for both the application.	

Annexure – 2
Bidder's Profile / Eligibility

Eligibility Criteria for Bidder	Supporting Documents Required	Remarks
Cert-In empanelled	Supporting documents to be provided	
The auditor or audit firm or any of its partners should not have been banned or declared ineligible for corrupt and fraudulent practices by the Government of India or any State Government or IRDAI or SEBI or RBI or ICAI or Cert-In or SFIO or any regulator and should not have any pending disciplinary proceedings	Supporting Documents to be provided	
CISA certified resource	Supporting Documents to be provided	
experience in conducting such exercise as defined in scope at Annexure-1 <ul style="list-style-type: none"> ○ At least 3 no. of such audits /similar exercise conducted in Insurance companies 	Supporting Documents to be provided	

Authorized Signatory

(Name, Designation and Seal of the Company) Date

Annexure – 3

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

Annexure – 4

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 Limited Tender Enquiry for conducting Cyber Security Assessment of ERP application

1. Having examined the Limited Tender Enquiry 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 LTE 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 LTE 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.

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

.....

Signature of the authorized Signatory of Company

(Company Seal)

Name :

Designation :

Contact No (Mobile) :

Email ID :

Annexure – 5

Price/Commercial Bid for conducting Cyber Security Assessment of ERP application

(Must be submitted in the sealed **envelope** as mentioned above)

We submit our Commercial 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 commercial 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. Any additional expenses incurred by the firm in respect of lodging, travelling, meals etc., is not payable.
- d. 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 LTE or careless execution of the job.

- e. The quoted rate is valid for entire tenure of the ensuing contract. No escalation on payment for this contract will be admissible.
- f. Payment to be made as per terms of the Contract annexed herein and marked as Annexure 8.
- g. No payment of incidental expenses in due course for execution of ensuing contract will be admissible.
- h. No advance payment will be made on award of the contract.

Signature of the Authorized Signatory of Company

Name:

Designation:

Contact no. (Mobile):

Email Id:

Company Seal:

Annexure - 6
Queries Format

Sr No	Bidder Name	Page No. (LTE Ref)	Clause (LTE Ref)	Description in the LTE (LTE 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.

Annexure – 7

DECLARATION FORMAT

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

DECLARATION

I _____ son of Shri _____ working _____ as _____ in _____ (name of the Auditor/ Authorized signatory and address in full be mentioned), hereby solemnly affirm and declare that I have been authorized by the firm to sign the Commercial Bid & other related documents. I, hereby declare and certify, on behalf of the firm, that we have accepted all the terms & conditions mentioned in this LTE document **ECGC/Tender-09/RMD/07/2024-25** and we shall abide by all the terms & conditions of the LTE in the event of acceptance of my/our Bid.

I further declare that M/s. _____ (Name of the Auditor/ Authorized signatory)/ 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 Government authority/ regulating authority/agency including but not limited to IRDA, 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 Audit Firm if selected as successful bidder and on acceptance of Award Letter as per Draft in Annexure-8 attached in the LTE.

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.

Signature of Authorized Signatory
Stamp

Place:_____ Dated: _____

Name:_____ Designation:_____

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 [___/___/2024), BY AND BETWEEN:

ECGC Ltd., a Public Sector Enterprise wholly owned by 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

SERVICE PROVIDER, a company incorporated under the Indian Companies Act, 1956, 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, *inter alia*, involved in the business of providing Cybersecurity Services.

3. The Company floated Request For Tender (Limited Tender Enquiry) having reference: **ECGC/Tender-09/RMD/07/2024-25** (hereinafter referred to as “the said LTE”) (Attached as Annexure – I to this Agreement).
4. The Service Provider has become the successful bidder in the said LTE and the Company has selected the Service Provider to conduct cybersecurity audit 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;
- 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 Cyber Security assessment of new ERP application.

- 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, 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 LTE response.
- c. No payment shall be made in advance on award of the contract.
- 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 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.	Completion of Part A as mentioned at Scope of work	50%
2. a	Part- B Final Reports Submission (re-validation testing reports, as described in detail Scope of Work)	40%
2. b	All relevant Audit Certificates	10%

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**.
- 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, 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 Client/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 Service Provider.
- 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.

8. Non- Disclosure:

- 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 not use the Confidential Information in any way that is directly or indirectly detrimental to the Company or its subsidiaries or

affiliates, and shall not disclose the Confidential Information to any unauthorized third party. The service provider shall not disclose any Confidential Information to any person except to its employees and consultants, 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 service provider and any such person/s shall be forwarded to the Company promptly thereafter. Prior to disclosing any Confidential Information to such person/s, the service provider shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information.

- d. The service provider 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.

9. Damages/ Liability clause

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%

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 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 fees paid by the Company to the Service Provider under this Agreement.
- 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.

- 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.

f. Limitation of Liability

The aggregate liability of Bidder or ECGC in connection with this Agreement/ service contract, the services provided by bidder for the specific scope of work document, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) and including any or all liability shall be the total bid amount.

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, RENEWAL AND TERMINATION

- (a) The term of this Agreement shall be for a period of 6 months ("**Term**"), commencing from the Effective Date.
- (b) In case of a breach (material in nature) under the Contract or any other subsequent documents containing obligations under the service agreement, 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 expiry or termination 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.

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. MISCELLANEOUS PROVISIONS

- a. It is expressly agreed between the parties that the Contract, The Request for Tender (Limited Tender) (LTE) 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 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 LTE, 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 be modified, supplemented or amended only by a written agreement executed by both parties.
- l. The courts at Mumbai shall alone have exclusive jurisdiction for the purposes of adjudication of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching the LTE and this contract.
- m. This Agreement may be executed in counterparts, which together will constitute one instrument.

n. Force Majeure:

Notwithstanding the provisions of Terms and Conditions of Contract, the Service Provider shall not be liable for 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 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.

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.

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 : CISO

NAME:

DESIGNATION:

WITNESSES:

1.

2.

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			

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 LTE **ECGC/Tender-09/RMD/07/2024-25** **and** we shall abide by all the terms & conditions of appointment letter/Agreement/LTE.

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 LTE **ECGC/Tender-09/RMD/07/2024-25**, 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: