



**REQUEST FOR TENDER  
For**

**Annual Cyber Security Assurance Audit for FY 2024-25**

**RFT Reference Number:  
Ref: ECGC/Tender-12/RMD/12/2024-25**

**Dated: 30/12/2024**

**ECGC LIMITED**

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

**Additional Terms and Conditions(ATC) Document**

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# **Additional Terms and Conditions(ATC) Document**

## **Section – 1**

### **1. Introduction**

#### **1.1 Invitation to Bidders**

By way of this Request for Tender ('**RFT**') Document (hereinafter also referred to as 'the Bid Document' or 'the RFT Document') **ECGC Limited** (hereinafter referred to as 'ECGC / the Company'), a company wholly owned by Government of India and set up in 1957, invites competitive Bids on GeM portal from CERT-In empaneled IS Auditor firms/ consultants (hereinafter referred to as ('**the Bidder(s)**')) for conducting "**Annual "Cyber Security Assurance Audit for FY 2024-25" of ECGC**" as per scope of work and deliverables defined in Annexure – I of this RFT".

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

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

The RFT Document, and any subsequent corrigendum/addendum, shall be published on the GeM portal and the Company's website [www.ecgc.in](http://www.ecgc.in) only. Prospective Bidders are requested to visit the website/GeM portal regularly.

Please note that all the required information asked needs to be provided. Incomplete information may lead to rejection of the Bid. The Company reserves the right to change the dates mentioned in this RFT Document at its sole discretion, which will be published on the website/GeM portal for information to the Bidders. communicated to the Bidder(s), and shall be displayed on the Company's website. The information provided by the Bidder(s) in response to this RFT Document will become the property of ECGC and will not be returned. ECGC reserves the right to amend, rescind or reissue this RFT Document and all SUBSEQUENT amendments, if any.

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1.2 **Schedule of events:** The various important dates relating to the “Tender for conducting Annual Cyber Security Assurance Audit for FY 2024-25” of ECGC is as under:

Tender Number	<b>ECGC/Tender-12/RMD/12/2024-25</b>
Date of Issue	30/12/2024
Last Date for submission of Pre-bid Queries (if any)	16/01/2025 up to 17:30P.M
Last date for submission of Bids	27/01/2025 up to 17:30P.M
Date and Time for opening Financial Bids	29/01/2025
<b>Contact Details:</b> Deputy General Manager (RMD): Ms. Rachna Baberwal	
Telephone	022-66590581
All correspondence / queries relating to this RFT Document should be sent to following email ID only	<a href="mailto:rmd@ecgc.in">rmd@ecgc.in</a>

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

### **Section - 2**

#### **Disclaimer**

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

This RFT Document is neither an agreement nor an offer but is only an invitation by the Company to receive bids from interested and eligible bidders for conducting the Annual Cyber Security Assurance Audit for FY 2024-25 of ECGC. No contractual obligation whatsoever shall arise from the RFT process until a formal contract is signed and executed by duly authorized signatories of ECGC and the selected bidder. ECGC reserves the right to cancel the entire process at any stage prior to the engagement of the consultant without any liability owed to any party.

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

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

The Bidder is presumed to have examined all instructions, forms, terms and specifications in this RFT along with eligibility conditions as on the date of submission of its Bid. Failure to furnish all information required under this RFT or

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submission of a non-responsive bid in all respect will be at Bidder's risk and may result in rejection of the Bid.

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

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## **Section – 3**

### **3. Instructions for Bidder(s)**

#### **3.1. General Instructions**

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

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- 3.1.7** Partial Bids will not be accepted and shall stand rejected. Bidder(s) shall have to quote for the entire scope of work.
- 3.1.8** Bids not confirming to the requirement of the RFT may not be considered by ECGC. However, ECGC reserves the right at any time to waive any of the requirements of the RFT.
- 3.1.9** ECGC reserves the right to verify the validity and authenticity of bid information and reject any bid, where the contents/information are found incorrect/misrepresented whether partially or fully, at the time during the process of RFT or even after the award of the contract.
- 3.1.10** The bids once submitted cannot be modified or altered.
- 3.1.11** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and ECGC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

### **3.2. Scope of Work**

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

### **3.3. Queries**

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

### **3.4. Submission of bids**

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

- **Technical Eligibility Criteria: Scanned Copies to be uploaded (.pdf):**  
The technical information should be prepared very carefully and as indicated in the tender document, since it will form the basis for prequalification of bidder(s). Only relevant and to the point information

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/document should be uploaded. Failure to provide any required information, and accompanied documents supporting the eligibility criteria (as set out in Annexure-2) may lead to the rejection of the offer. Bidder(s) must read the tender document very carefully before signing on it. Following duly filled annexures shall be uploaded as part of Technical eligibility criteria:

- Annexure – 2: Bidders' profile and Eligibility and applicable supporting documents as documentary evidence of eligibility;
- Annexure – 4: Acknowledgement;
- Annexure – 7: Declaration;
- Annexure – 9: Details of Professional staff;
- Annexure – 10: Code of Integrity;

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

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

- Annexure – 5: Financial Bid;
- Annexure – 3: Bank Details.

**3.4.2.** Non-submission of any of the specified documents by the bidder would result in rejection of bid. ECGC reserves the right to ask for additional/ alternate documents from the bidder. Only the bidders meeting the eligibility criteria will be taken forward to the next stage of Bidding process.

**3.4.3.** The Bidder, for the purpose of making the Bid, shall complete the respective forms as annexed to the RFT document in all respects. No questions or items in the documents shall be left blank or unanswered. In case the bidder has no details or answers to be provided, a 'No' or 'Nil' or 'Not Applicable' or 'N.A.' statement shall have to be mentioned as appropriate. Bids documents with blank columns or unsigned forms will be summarily rejected.

**3.4.4.** The Bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be

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signed by the officers duly authorized by the body corporate with its common seal duly affixed. The Bidder shall affix its initials on each page of the Bid document.

**3.4.5. Professional Staff:** The bidder shall provide to ECGC a list of Professional Staff who shall work on the project along with their qualification and relevant experience in the format as provided under Annexure - 9. Bidder shall ensure that the same staff shall work on the project.

### **3.5. Bid Prices**

**3.5.1.1.** All Prices are to be quoted in Indian Rupees only.

**3.5.1.2.** Prices quoted should be exclusive of all Central / State Government levies, taxes (including GST) and inclusive of all out of pocket expenses of the bidder. It may be noted that the ECGC will not pay any other amount and other expenses like travel and accommodation etc. except the agreed professional fees and applicable taxes.

**3.5.1.3.** Prices quoted by the Bidder shall remain fixed during the Bidder's performance of the Contract if selected and shall not be subject to variation on any account, including exchange rate fluctuations excluding Taxes/ duties/ levies/ cess, etc. which are subject to changes as per provisions of Central/State Government. A Bid submitted with an adjustable price quotation, other than exceptions specified herein, will be treated as non-responsive and shall be rejected.

### **3.6. Validity of Bids:**

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

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

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**3.7.** It is clarified that GeM portal is used only as a platform for tendering. All the terms and conditions contained in this tender shall be applicable during the whole tender process.

### **3.8. Evaluation of bids**

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

**3.8.2.** Only the bids found to be responsive will be evaluated. The evaluation will be on two-parts the first would be evaluation towards fulfilment of eligibility criteria. Second would be financial evaluation.

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

### **3.8.4. Evaluation of Price Bids and Finalization**

- i. The Bidder(s) who are found eligible in the evaluation of technical eligibility bid shall be deemed eligible for further evaluation and Financial bids for only these Bidder(s) shall be opened.
- ii. The Financial evaluation would be based on L1 Criteria i.e. the bidder with the least financial quote shall be eligible for award of contract.

**3.8.5.** Company may waive off any minor infirmity or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any Bidder.

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### **3.8.6. Contacting the Company**

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

### **3.9. Award of Contract**

- 3.9.1.** The Bidder who is selected 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.
- 3.9.2.** 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.
- 3.9.3.** The selected Bidder shall have to execute a Contract i.e., the Service Agreement within 5 (five) working days of conveying acceptance and expected to commence the work as per 'Scope of Work'. The draft of the Service Agreement is enclosed and marked as Annexure – 8. ECGC reserves the right to alter / vary / amend / modify all or any of the terms and conditions set out in the said draft Agreement before its execution.

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## **Section – 4**

### **ANNEXURES**

#### **Annexure – 1: Scope of Work & Deliverables Timeline**

##### **Background**

ECGC intends to undertake a review of its adherence to the regulatory requirements of Insurance Regulatory and Development Authority of India (IRDAI) pertaining to Cyber Security.

##### **Current State of Information Technology (herein after referred as IT) In ECGC**

ECGC has the following IT applications in operation:

1. An Enterprise Resource Planning (ERP) System, supporting all Core Insurance and non-core functions of ECGC, including Enterprise Accounting and MIS.
2. A Public Portal, catering to the general public, offering information on ECGC 's products and services, public disclosures, and company information.
3. A Client Portal, catering to Exporter and Banker clients.
4. A Grievance Management Portal, IGMS, as mandated by the regulator IRDAI, to manage customer complaints.
5. A Treasury software system, supporting the Treasury operations of ECGC.
6. A RBI-NDS system for supporting the Treasury operations of ECGC.
7. An Enterprise Email solution for all employees.
8. A web content filtering solution for employee browsing needs and to filter against malware.
9. A messaging security solution to filter malware and spam in emails.
10. An Antivirus solution for all servers and employee PCs.
11. A patch management solution for servers and employee PCs.
12. A network and application firewall for packet filtering.
13. A Database activity monitoring solution for monitoring database activities.
14. A Privilege Identity Management Solution for monitoring privilege accounts.
15. An Active Directory solution for single sign on (partial) and managing group policies.

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16. A biometric system for managing employee attendance / reimbursements.
17. A swipe card system for some employees for access control to some office.
18. A Hypervisor solution for managing virtualization.

The above applications are supported by a SAN-based storage solution, multiple switches, and firewalls (virtualized). ECGC employees are connected to the various applications via a MPLS VPN and freshly rolled out SD-WAN. All major systems / services used by employees are centralized. The management of the IT setup (DC & DRC) is outsourced to a third-party.

### **Purpose of Audit**

ECGC envisages a review of its processes and IT infrastructure with respect to the following areas:

1. Review based on IRDAI vide circular Ref: IRDAI/GA&HR/GDL/MISC/88/04/2023 (Guidelines on Information and Cyber Security for Insurers)
2. ITGC (General Controls) Audit for IT systems handling Financial Information
3. Vulnerability Assessment and Penetration Testing of IT Systems
4. Review the controls based on MeITY guidelines

The auditor shall also assist ECGC Ltd. in the following areas pertaining to the IRDAI Circulars and relevant government guidelines -

1. Adhering to changed or updated timelines of compliance
2. Adhering to further clarifications issued by IRDAI
3. Providing additional certification/s and clarifications as required by the IRDAI from the cyber security auditor

The audit will include but not limited to the testing of Applications, review of Information Security Policy & Procedures, Gap Assessment in IT security and Procedures, Assessment of Network Security & Information Security solutions, Vulnerability and Penetration testing, review of Data Centre including physical visits, compliance with IRDAI, and submission of reports. The backbone IT infrastructure of the Company is located at Mumbai and Data Centre at Faridabad.

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Based on the approach mechanism and intended outcome the scope of work is outlined into two parts-

Part A: Systems and Process Audits

Part B: Technical Cybersecurity VAPT Audit

Part C: Audit certificate/Certificate of Completion

The bidder has to undertake the following process audits with respect to Technology Governance, Risk and Compliance under Part A

A.1. Cybersecurity Audit as per IRDAI guidelines

A.2. IT Systems Audit

A3. Comprehensive audit as per MeITY guidelines

Following are key indicative but not exhaustive scope of work to be carried out by the selected Bidder -

### **A.1. Cybersecurity Audit**

Review based on IRDAI Circular (Guidelines on Information and Cyber Security for Insurers) Ref: IRDAI/GA&HR/GDL/MISC/88/04/2023 IRDAI's information and cyber security guidelines and Annexure A of the guidelines (control checklist) covering all of the below areas but not limiting to -

1. Enterprise Security
2. Information Asset Management
3. System acquisition, development and maintenance
4. Information Security Risk Management
5. Data & Communication Security
6. Application, Mobile & Cloud Security
7. Cyber Security
8. Platform / Infrastructure Security
9. Network & Endpoint Security
10. Cryptography & Key Management
11. Security Logging & Monitoring
12. Virtualization

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13. Information System Audit
14. Organization of information security
15. Human resource security
16. Access Control
17. Cryptography
18. Physical Access and Environmental controls
19. Operations security
20. Communication Security
21. Information security in supplier relationships
22. Information security incident management
23. Compliance with legal requirements
24. Business Continuity Management
25. Compliance
26. Cloud Security
27. Information and Cyber Security Policy
28. Cyber Security Assurance Programme

### **A.2. IT Systems Audit**

Perform a review of the areas pertaining to IT General Controls and System readiness. The bidder shall incorporate this audit activity in parallel to above process audit and submit a separate Report on the same.

The areas are as mentioned below; however, they are not limiting to -

1. Change Management
2. IT Governance
3. IT Strategy
4. Security Policy, Procedures and Frameworks
5. Incident & Problem Management
6. Backup Management
7. Access Management
8. Patch Management
9. Physical & Environmental Control
10. IT security risk assessments
11. Functionality review

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12. IT landscape review
13. Review of IT operations
14. Review of information security
15. Review of third-party suppliers and outsourcing
16. Review of design of Business Continuity (BC) and Disaster Recovery (DR)
17. Review of IT operations
18. Conduct walkthroughs and reviews of identified in-scope controls pertaining to the review areas in scope
19. Conduct meetings with relevant stakeholders to understand the process of capacity planning for applications and IT infrastructure
20. Obtain and review relevant evidences for each control
21. Perform sample-based testing where relevant
22. Identify and document control gaps
23. Discuss identified gaps with stakeholders
24. Present reports for each of the above areas
25. Discuss and finalize the risk register with the IT Security function head - CISO
26. Suggest implementation guidelines based on the industry best standards & a prioritized roadmap to achieve the recommendations of the review report.

### **A.3. Comprehensive Audit as per MeiTY guidelines**

Perform a review of the areas pertaining to General Controls and System readiness as per MeiTY guidelines. The bidder shall incorporate this audit activity in parallel to above process audit and submit a separate Report on the same.

The areas are as mentioned below; however, they are not limiting to –

1. Application security assessment (both black box and grey box) as per OWASP's guideline and CERT-In's guideline for secure application
2. Network vulnerability assessment including inventory of computer, network software components, URLs along with details of authorized asset user & IP, Patch, antivirus, software license, asset versions and corresponding end of life/support particulars.
3. Penetration testing
4. Network & device configuration review

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- 5.Application hosting configuration review
- 6.Database security assessment including personal data encryption check at rest/motion/tokenization/multifactor authentication etc.
- 7.User access controls including privilege access management and access reconciliation review.
- 8.Identity and access management controls review
9. Data protection control review
- 10.Security operation and monitoring review
- 11.Review of logs, backup and archival data for access of personal data
- 12.Review of key management practices including secure storage and exchange of encryption keys, configuration and use of Aadhar data vault as detailed in the Aadhar Authentication Application Security Standard available on UIDAI's website.

### **Key Stages of A.1, A.2 and A.3 Audits:**

1. Kick-off Meeting & Stakeholder Identification
2. Audit Preparation on site & Related documentation to be shared
3. Audit Process
4. Prepare list of pre-requisites with respect to the above areas and share the same.
5. Conduct walkthroughs and reviews of identified in-scope controls pertaining to the review areas in scope
6. Obtain and review relevant evidences for each control
7. Perform sample-based testing where relevant
8. Present reports for each of the above areas
9. Identify and document control gaps
- 10.Discuss identified gaps with stakeholders
- 11.Provide GAP analysis report and recommendations to address the identified the gaps.
- 12.Suggest implementation guidelines based on the industry best standards & a prioritized roadmap to achieve the recommendations of the review report.
- 13.Create roadmap for addressing identified gaps with prioritization
- 14.Create roadmap and strategy to address all identified shortcomings.

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15. Prioritize the solution w.r.t. organization's posture (Immediate measures/long term measures)
16. Recommend the best fit solutions & controls
17. In collaboration with ECGC IT staff, resolve all the gaps identified in the gap analysis, vulnerabilities found, additional vulnerabilities pointed out by ECGC and make ECGC ready for final audit.
18. Perform the final Audit in lines to above scope
19. Draft Audit Report Generation & Discussion
20. Final Audit Report Submission, Discussion (Three separate Audit reports signed by CISA Auditor shall be submitted for A.1, A.2 & A.3 respectively)
21. Finalize the prioritized implementation roadmap
22. Re-assessment of Cyber Maturity Rating Scale and Final Ratings post the Audits

### **Part B: Technical Cybersecurity VAPT Audit**

The bidder shall conduct technical testing on the IT Systems, OS, Applications and Network and report the vulnerabilities.

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

1. Internal Network Vulnerability Management
  - a. 100(internal IPs)
2. External Black Box Network & Application PT
  - a. 7(external IPs)
3. Network device VA-40
4. Web Application security testing (Black Box) must also include complete proof of exploit in all cases of all the reported vulnerabilities
5. ECGC websites should be audited as per the Industry Standards and also as per the latest OWASP (Open Web Application Security Project) 2021 standard
6. The auditor is expected to submit the recommendation, final audit report after the remedies/recommendations are implemented. The final report will certify the particular Website "Certified for Security".

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7. Auditor must test website for attacks. The various checks/attacks /Vulnerabilities should cover the following or any type of attacks, which are vulnerable to website/application.
  - 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 vulnerability's assessment and penetration testing, and re-assess the vulnerability post closure of gaps.

### **NOTE:**

1. The complete exercise including process audit and technical VAPT testing has to be done on premise at ECGC office only. The overall status of finding and risk scoring will be as per the standard defined by IRDAI control sheet.
2. The bidder has to re-assess the existing Cyber Maturity Model-Rating score and provide the final ratings for current year, post the Audit.

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3.The bidder have to provide the Company an audit certificate as per the standard format shared by IRDAI.

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

The Selected Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. The selected bidder has to make a project plan to deliver all Audit Reports within timelines and present the same to the ECGC Management. The bidder shall be free to merge common areas of review and carry-out sampling processes and walkthrough discussions in a non-repetitive manner.

The selected bidder shall be accountable and responsible for the services required to be performed and it shall not be an excuse that the employee/personnel or key person of the selected bidder committed mistakes or left the bidder during the continuance of the project as per this RFT or for any other reason whatsoever.

### **Deliverables with Timelines**

Sl. No.	Deliverables	Expected Timelines
Part A		
1.	Final Cybersecurity Audit Report as per IRDAI guideline	3-4 Weeks
2.	Final IT Systems Audit Report as per ITGC controls	
3	Final Comprehensive Audit report as per MeiTY guideline	
Part B		
4.	VAPT Security Testing Reports as per industry standard	1-2 Week/s
Part C		
5.	Certificate on Cyber Security Controls as per IRDAI	After Part A & Part B
6.	Audit Completion Certificate	

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### **Annexure – 2**

#### **Bidder's Profile / Eligibility**

The Bidders must fulfill all the criteria/requirements as laid down by IRDAI which is as follows:

1. Cert-in empanelled external systems Auditor holding CISA certifications.
2. 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.
3. The Auditor have to perform the Audit with interview, document verification, compliance checks, substantive checks of controls as per recognized standards of IRDAI.
4. The Auditor, in undertaking the Certification work, are required to maintain all working notes, records which may be provided to the Authority as and when required.
5. The Audit firm, has to provide relevant declaration to the Company, in compliance of the above conditions and maintain the details along with a copy of the engagement letter which may be provided to the Authority as and when required. This declaration needs to be provided before issuance of engagement letter by the Company.
6. Auditors have to comply with above all conditions as mandated by IRDAI.

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Eligibility Criteria for Bidder	Supporting Documents Required	Remarks
Mumbai based Cert-in empanelled external systems Auditor holding CISA certificate	Supporting Documents to be provided	
Detail of CISA certified resource.	Supporting Documents to be provided	
Experience in conducting such exercise as defined in scope at Annexure-1 (at least 5)		

Authorized Signatory

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

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### **Annexure – 3**

#### **Bank Details of the Bidder**

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

.....

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

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### **Annexure – 4**

#### **Acknowledgement**

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

Date:

To,

The DGM(RMD)

ECGC Limited, 4<sup>th</sup> Floor, ECGC Bhawan,

CTS No. 393, 393/1 to 45,

M.V. Road, Andheri (East),

Mumbai-400069

Dear Sir/Madam,

**Subject: Response to the Request for Tender for conducting Annual Cyber Security Assurance Audit for FY 2024-25**

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

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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 RFT Document and all amendments any time during the RFT process.
5. We agree that we have no objection with any of the clauses, terms and conditions and bidding process as provided in this RFT Document.

.....

Signature of the authorized Signatory of Bidder

(Bidder's Seal)

Name :

Designation :

Contact No (Mobile) :

Email ID :

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### Annexure – 5

**Price/Financial Bid for conducting Annual Cyber Security Assurance Audit for FY 2024-25**

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

<b>Sr. No.</b>	<b>Description</b>	<b>Total Fees in INR (In Figures)</b>
1.		

Total amount in words: Rupees\_\_\_\_\_only.

#### **Terms & Conditions:**

- a. Payment of fee shall be in Indian Rupees only
- b. No extra payment will be admissible other than fees quoted by the selected bidder in the financial bid. The fees quoted by the selected bidder should be **inclusive of all expenses**/costs/miscellaneous expenses, if any **but exclusive of all applicable taxes which shall be paid at actuals by ECGC Limited. ECGC Limited** would be entitled to deduct TDS as applicable while making payments according to the Indian taxation rules
- c. 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

## **Additional Terms and Conditions(ATC) Document**

bidder is required to do under RFT 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 Bidder

Name:

Designation:

Contact no. (Mobile):

Email Id:

Bidder's Seal:

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### **Annexure – 6**

#### **Queries Format**

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

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

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### **Annexure – 7**

#### **DECLARATION FORMAT**

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

#### **DECLARATION**

I \_\_\_\_\_ son of Shri \_\_\_\_\_ working \_\_\_\_\_ as \_\_\_\_\_ in \_\_\_\_\_ (name of the Peer Reviewer 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 RFT document and we shall abide by all the terms & conditions of the RFT in the event of acceptance of my/our Bid.

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

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

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

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I/ We Confirmation that I/We are not associated with the ECGC Ltd. on any other assignment during the period of FY 2023-24 and shall not be associated with ECGC Ltd. on any other assignment during the period of FY 2024-25.

Signature of Authorized Signatory  
Stamp

Place:\_\_\_\_\_ Dated: \_\_\_\_\_

Name:\_\_\_\_\_ Designation:\_\_\_\_\_

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### **Annexure – 8**

#### **DRAFT AGREEMENT**

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

This **SERVICE AGREEMENT** (“**Agreement**”) is made and entered into on this the [•] day of [•] Two Thousand and Twenty [\_\_\_/[\_\_\_]/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

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

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

#### **WHEREAS:**

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

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penetration testing of computer systems , networks, computer resources & applications of various agencies or departments of the Government, *inter alia*, involved in the business of providing Cybersecurity Services.

3. Service Provider as an empanelled Information Security Auditing organization has agreed to fully comply the “Guidelines for CERT-In Empaneled Information Security Auditing Organizations, Terms & conditions of empanelment and Policy guidelines for handling audit related data” while conducting audits.
4. The Company floated Request For Tender (RFT) having reference: **ECGC/Tender-12/RMD/12/2024-25** (hereinafter referred to as “the said RFT”) (Attached as Annexure – I to this Agreement).
5. The Service Provider has become the successful bidder in the said RFT and the Company has selected the Service Provider to conduct 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;

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- iv. “The Contract Price” means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- v. “TCC” means the Terms and Conditions of Contract;
- vi. “The Project/assignment” means Annual Cybersecurity and Systems Audit.
- 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-

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

### **3. FEES AND PAYMENT TERMS**

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

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

S. No.	Deliverables	Payment as per Commercial Bid
1.	Final CISA signed Audit Reports Submission (for all process audits A.1 A.2 and A3 as described in detailed Scope of Work) & Cyber Maturity Rating Scale with Final Ratings	65%
2. a	Final VAPT Reports Submission (re-validation testing reports, as described in detail Scope of Work - Part B)	35%
2. b	All relevant Audit Certificates	

#### **4. SERVICE PROVIDER'S RESPONSIBILITIES**

The Service Provider shall be responsible for:

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- 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.

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### **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 Company shall be treated as Confidential information by the Service Provider.
- b. Service Provider shall retain all rights, title, interest including intellectual rights in and to the methodologies, procedures, techniques, ideas, concepts etc. embodied in the deliverables, developed or supplied in connection with this Agreement.
- c. The service provider shall provide Reports, Documents and all other relevant materials, artifacts etc. during the assignments to ECGC Ltd. and ECGC Ltd. shall own all IPRs in such Reports, Documents and all other relevant materials, artifacts etc. All documents related to such shall be treated as confidential information by the Bidder.
- d. Any royalties or patents or the charges for the use or infringement thereof that may be involved in the contract shall be included in the price. Service Provider shall protect ECGC against any claims thereof.
- e. It is however hereby clarified that if the Deliverables incorporate any pre-existing intellectual property rights of the Company the rights therein shall continue to vest with the Company.
- f. For the sake of clarity parties agree and specifically provide that the service provider shall retain full rights and ownership of all Service Provider

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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.
- e. The service provider shall use only the best possible secure methodology to avoid confidentiality breach, while handling audit related data for the purpose of storage, processing, transit or analysis including sharing of information with the Company.
- f. Service provider acknowledges that any actual or threatened disclosure or use of the Confidential Information by service provider would be a breach of

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this agreement and may cause immediate and irreparable harm to the Company or to its clients; Service provider affirms that damages from such disclosure or use by it may be impossible to measure accurately; and injury sustained by the Company / its clients may be impossible to calculate and compensate fully. Therefore, Service Provider acknowledges that in the event of such a breach, the Company shall be entitled to specific performance by the Service Provider of its obligations contained in this Agreement. In addition, Service Provider shall compensate the Company for the loss or damages caused to it in actual and liquidated damages which may be demanded. Moreover, the Company shall be entitled to recover all costs of litigation including reasonable attorneys' fees which it or they may incur in connection with defending its interests and enforcement of contractual rights arising due to a breach of confidentiality by Service Provider. All rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein.

### **9. 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%

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### **10. INDEMNITY AND LIMITATION OF LIABILITY**

- a. Defaulting party shall indemnify, defend and hold harmless the other from and against any and all liability, losses, costs and expenses (including reasonable attorney's fees) relating to or arising out of the breach of this Agreement, the negligence or willful misconduct of defaulting party, or its employees or agents. No party shall however not be liable for any loss or damage arising from reliance on any information or materials supplied by the other party or any third party on behalf of the other party, or for any inaccuracy or other defect in any information or materials supplied by the other party or any third party on behalf of the other party.
- b. Notwithstanding anything stated herein, neither party shall be liable to the other party for any indirect, incidental, consequential, special or exemplary or other damages, including but not limited to loss of business, profits, information, business interruption and the like, suffered by the other or any third party under or in pursuance of the terms hereof, howsoever arising, whether under contract, tort or otherwise, even if advised about the possibility of the same.
- c. Except for breach of Confidentiality and Infringement of Intellectual property rights under this agreement, each party's total 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.

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- 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 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 contract, the Company shall notify the Service Provider and give a period of further maximum 7 days to rectify the breach as to the Company's satisfaction. In case the breach is not rectified to the Company's satisfaction, the Company may terminate the contract.

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- (c) Upon termination of this Agreement before completion of the Term of this agreement, the Service Provider shall be entitled to payment of fees for the portion of the services delivered till the last date of termination.

### **13. Working on ECGC's Holiday**

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

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

### **15. Force Majeure:**

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

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

### **16. MISCELLANEOUS PROVISIONS**

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

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

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

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

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

**For and on behalf of**

**ECGC Ltd.**

**the “Company” aforesaid,**

**through its authorised signatory**

**For and on behalf of**

**SERVICE PROVIDER**

**the “Service Provider” aforesaid,**

**through its authorised signatory**

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**NAME :**

**DESIGNATION : CISO**

**NAME:**

**DESIGNATION:**

WITNESSES:

1.

2.

## **Additional Terms and Conditions(ATC) Document**

### **Annexure – 9: Details of Professional staff**

#### **Details of Professional staff who will be engaged for the project**

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

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

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

## **Additional Terms and Conditions(ATC) Document**

### **Annexure – 10**

#### **CODE OF INTEGRITY**

##### **DECLARATION**

I/We\_\_working as\_\_in\_\_\_\_(name of the firm and firm's address in full be mentioned), hereby solemnly affirm and declare that I have been authorized by the firm to sign the bids. I, hereby declare and certify, on behalf of the firm, that we have accepted all the terms & conditions mentioned in the RFT **ECGC/Tender-12/RMD/12/2024-25** **and** we shall abide by all the terms & conditions of appointment letter/Agreement/RFT.

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

I/we further declare that in relation to my/our Bid submitted to ECGC, in response to RFT **ECGC/Tender-12/RMD/12/2024-25**,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:

## **Additional Terms and Conditions(ATC) Document**

### **Annexure - 11**

#### **Certificate on Cyber Security Controls**

Date: .....

To

The Audit Committee / Board of Directors / Principal Officer

M/s .....

We have been engaged by M/s ..... to report on the status of Cyber Security Controls in place as on .....

M/s ..... is responsible for the design and implementation of Cyber Security Controls as required vide Guidelines Dt. \_\_\_\_\_ and the Audit checklist issued by IRDAI.

We have conducted the assignment with due professional care and as per generally accepted standards. Cyber Security Controls covering the minimum standards mentioned in the Guidelines Dt. \_\_\_\_\_ and the Audit checklist issued by IRDAI are in place and are operating effectively.

The detailed results of the review are in **Annexure A**.

The above review is based on Systems, Process and Controls that are in place as on ..... As Cyber Security Scenario is volatile and subject to new Cyber Attacks on an ongoing basis, these review findings reflect the status of Cyber Security Controls and their compliance as on the date of review.

The compliance to these Cyber Security Controls is dependent on the individuals who are working under the physical control environment of M/s ..... and their compliances to the Standard Operating Procedures as prescribed by the Board of M/s ..... This Certificate and the description of tests of Cyber Security Controls are issued only to M/s ....., their Internal / Concurrent / Statutory Auditor(s), and Regulator(s). Prior confirmation is necessary from the undersigned Auditor to share the content of this certificate in full or part with any other party.

This certificate is issued as required in the Guidelines Dt. \_\_\_\_\_ covering the Audit checklist issued by IRDAI

For -----

Auditor

## Additional Terms and Conditions(ATC) Document

### ANNEXURE - A

Cyber Security Control of M/s .....

Part A – Compliant Not Compliant Not Applicable

Summary Total

Controls

### Part B – List of Non Compliances

Part B – List of Non Compliances	Letter Requirement	Description of Controls at M/s.....	Reason for Non-Compliance
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### Part C - Circular requirement with description of tests and results of test

No	Letter Ref	Description of Controls at ..... (in case control is Not applicable, please describe reasons for the same)	Description of test Performed	Audit Comments [Compliant / Not Compliant / Not Applicable]
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\*\*\*\*\*END OF DOCUMENT\*\*\*\*\*