



ECGC Ltd
RFP # ECGC/Tender-03/IT/08/2019-20 dated 02/08/2019
Amendment # 2
Amendment Issue Date: 16/09/2019

The subject RFP is hereby amended as follows. Interested Bidders MUST acknowledge receipt of the amendment, by separate letter or Electronic Mail (IT@ecgc.in) which includes a reference to the RFP and Amendment number(s).

A. Delete RFP Section -1.2 (Page no-6) and insert the following in its place:

Bid Document Availability	The Bid Document can be downloaded from website up to 29.09.2019.
Last date of submission of Bids	1:00 PM on 30.09.2019.
Pre-Bid meeting	Held at 10:00 AM on 20.08.2019.
Queries submission & initial clarifications	On or before Pre-bid date via e-mail
Opening of Technical Bids	3:00 PM on 30.09.2019.
Solution Presentation by Bidder	Date and time shall be intimated later.
Opening of Price/Commercial Bids	Within fifteen days of opening of Technical Bids. Date will be communicated to such Bidder(s) who will qualify in the Technical Bids.
Contact Details: Deputy General Manager (Information Technology): 022-6144 8155 Assistant General Manager (Information Technology) : 022 -6144 8153 Senior Manager (Information Technology) : 022 – 6144 8168 Assistant Manager (Information Technology) : 022 – 6144 8145	
Address for Communication and submission of Bid.	Deputy General Manager (Information Technology) ECGC Limited, Information Technology Division, The Metropolitan, 7 th Floor, C – 26/27, E Block, Bandra-Kurla Complex, Mumbai – 400 051

Telephone	022-6144 8153/68/45
All correspondence / queries relating to this RFP Document should be sent to / through following email ID only	it@ecgc.in

B. Replace the following clauses of RFP document with new clause (s) in its place:

Clause	Delete	Insert
3.4.2 (2) e)	Comment on quality processes followed (source code review, alignment against traceability matrix).	Comment on quality processes followed (related to source code review, alignment against traceability matrix).
3.4.2 (5) a)	Deliverables: a) Review Secure code	Deliverables: a) Review Secure coding practices and provide recommendations for improvements
3.4.2 (7) b)	b) Design & carry out UAT for acceptance of the solutions for sign-off.	b) Reviewing UAT plan, recommending changes, tracking and ensure that UAT is performed as per the approved UAT plan)
3.4.2 (7) c)	c) UAT signoff for Solution.	c) Assist in UAT signoff for Solution.
3.4.2 (7) d)	d) Performance Benchmark.	d) Ensure compliance with Performance Benchmarking process defined
3.4.3 Deliverable Acceptance	-	On receipt of a deliverable by ECGC, the same will be notified to the consultant if it is accepted. If it is not accepted, ECGC will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the

		<p>agreed specifications to the satisfaction of ECGC.</p> <p>If ECGC does not notify Consultant within 15 days or the agreed time period and ECGC uses the draft deliverable, it will be deemed to be accepted. The onus to prove that the deliverable is duly received and accepted by ECGC is on the consultant.</p>
<p>3.6.2.5</p>	<p>-</p>	<p>Proof: Proof of credentials for experience should be the following:</p> <ul style="list-style-type: none"> • The same should be supported by an undertaking from the Company Secretary Auditors certification along with Undertaking by Company Secretary with clear mention of the project details and its value (including go-live dates and current status of project) • # (Proof: Technical Requirements (for consultancy/implementation experience), Experience certificates and /or Acceptance reports and Work Order and/or LoA from the owners/client for completion of work done, in support of the qualifying requirements, clearly establishing the start and end date of the project, scope of work and worth of project, on client letterhead (order copy). • The supporting proof document must be labelled as original/true copy/translation, as the case may be, and the same shall necessarily be signed and authenticated by the Authorised Signatory of bidder.

		<ul style="list-style-type: none"> The owner/client contact details shall be provided against each project experience proof being submitted.
3.11.3.12 Selection Criteria	ECGC will select the bid with the highest aggregate marks. Technical bid and Commercial Bid will be allotted marks in the ratio of 60:40 respectively.	ECGC will select the bid with the highest aggregate marks. Technical bid and Commercial Bid will be allotted marks in the ratio of 70:30 respectively.
3.11.3.13 Technical Evaluation Criteria: (PART-I)	Delete	Insert as below

3.11.3.13 Technical Evaluation Criteria: (PART-I)

S. No		Criteria	Maximum Marks
1	Annual Turnover of the bidder in last three financial years		25
	a.	50 Crore to less than 100 Crore :	15
	b.	100 Crore to less than 300 Crore :	20
	c.	300 Crore or more :	25
2	Project Management Office / Project Risk Management / Project Management support and service consultancy assignments completed /or in process completing.		15
	a.	Up to 4 assignments:	4
	b.	5-7 assignments:	6
	c.	8-9 assignments:	10
	d.	10 or more assignments:	15
3	Project Management Office / Project Risk Management /		10

Project Management support and service consultancy assignments completed /or in process completing in BFSI	
a. Up to 4 assignments:	3
b. 5-7 assignments:	5
c. 8-9 assignments:	8
d. 10 or more assignments:	10

<p>3.11.3.14 Technical Evaluation Criteria: (PART-II)</p>		<p>The bidders will be evaluated by ECGC on following aspects supported by documentation:</p> <p>(i) Team Experience and Expertise in managing similar projects including projects done in BFSI (proofs to be submitted) (max. 10 marks)</p> <p>(ii) Project management office structure, Resource planning and estimation, Use of Tools/ automation (max. 10 marks)</p> <p>(iii) Execution approach, Risk management & Value for ECGC (max. 10 marks)</p> <p>(iv) Solution Presentation (max. 20 marks)</p>
<p>3.11.3.16 Final Evaluation</p>	<p>For the purpose of calculating final score, marks obtained in technical and commercial bids evaluation will be assigned a weightage of 60 and 40 respectively i.e. in a ratio of 60:40.</p> <p>The bidder obtaining the highest total marks will be eligible for appointment as consultant to ECGC Limited.</p>	<p>For the purpose of calculating final score, marks obtained in technical and commercial bids evaluation will be assigned a weightage of 70 and 30 respectively i.e. in a ratio of 70:30.</p> <p>The bidder obtaining the highest total marks will be eligible for appointment as consultant to ECGC Limited.</p>
<p>4.1.4.1 Limitation of Liability</p>	<p>-</p>	<p>The aggregate liability of Bidder in connection with this Agreement/ service contract, the</p>

		<p>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 exclusive of any bank guarantees provided.</p>
<p>4.1.7 Termination</p>	<p>Delete</p>	<p>Clause 4.1.4 already provides for caution notice of one week.</p> <p>In case of a breach (material in nature) under the Contract or any other subsequent documents containing obligations agreement/purchase order, ECGC shall notify the vendor and give a period of further maximum 7 days (total 15 days including caution period) to rectify the breach as to ECGC's satisfaction. In case the breach is not rectified to the ECGC's satisfaction, ECGC may terminate the contract.</p> <p>ECGC shall not be obligated to pay the Vendor for any such terminated services performed or expenses incurred after the effective date of such termination.</p>

4.1.9 Indemnity	Delete	As below:
----------------------------	--------	-----------

4.1.9 Indemnity :

4.1.9.1 Subject to Clause 4.1.9.2 below, Consultant/ vendor (the "Indemnifying Party") undertakes to indemnify (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by

- a) Indemnified Party's misuse or modification of the Service;
- b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
- c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;
- d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or
- e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing. The foregoing remedies constitute Indemnified

Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

4.1.9.2

The indemnities set out in Clause 4.1.9.1 shall be subject to the following conditions:

- (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- (v) all settlements of claims subject to indemnification under this Clause will:
 - a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

- (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and

<p>4.1.19 IPR</p>	<p>Delete</p>	<p>The Bidder shall provide Reports, Documents and all other relevant materials, artifacts etc. during the Assignments to ECGC Ltd. and ECGC Ltd. shall own all IPRs in such Reports, Documents and all other relevant materials, artifacts etc. All documents related to such shall be treated as confidential information by the Bidder. The ownership of all IPR rights in any and all documents, artifacts, etc. (including all material) made during the Term for Assignment under this Agreement will lie with ECGC Ltd. Subject to:</p> <p>If the bidder uses any pre-existing IPRs of the bidder for the deliverables, ECGC is entitled to use them in consideration of the fees paid. The bidder shall give the license to use such IPRs.</p>
------------------------------	---------------	--

C. Delete Annexure – I: Eligibility Criteria and Insert below format in place

Annexure – I: Eligibility Criteria

The Applicant must fulfill all the following Eligibility Criteria. Proposals of only those who satisfy all these conditions will be considered which do not satisfy all the Eligibility Criteria will be summarily rejected, and no appeal shall be entertained. The Applicant who wishes to bid should conform to the following criteria:

(I) Eligibility / Qualification Criteria:

Sr. No.	Criteria	Evidence Required	Complied (Yes / No)
1.	The applicant should be a Company registered under the Companies Act, 2013; Companies Act, 1956 or under any previous company law or Partnership Firm and should have its registered offices in India. It should also be registered with the appropriate authorities for all applicable statutory taxes/duties	Certificate of Incorporation / Registration certificate from Registrar of firms.	
2.	The Applicant should be in existence for five years as on 31.12.2018.	Certificate of Incorporation / Registration certificate from Registrar of firms.	

3.	The bidder should not have been blacklisted by Central / State Government / PSU's / Regulatory bodies as on the date of bid submission	Self-Declaration by Bidder as per format provided in Annexure II: No Blacklisting Declaration.	
4.	The Bidder should have a turnover of INR 50 Crore or higher, and should be profitable for the last three years	Audited AR / Balance Sheet / CA Certified Statements for the period.	
5.	The bidder must have prior experience of managing project of similar scope and size in BFSI sector as below: (i) at least one project having purchase order value of Rs.50 lacs or (ii) 2 projects having purchase value of 30 lacs each	Provide documentary proof as per clause 3.6.2.5	

(II) Please fill the values below to be used for Technical Evaluation of bidders qualified in point (I) Eligibility / Qualification Criteria above :

S. No	Criteria	Values	Maximum Marks
1	Annual Turnover of the bidder in last three financial years		25
	a. 50 Crore to less than 100 Crore :		15
	b. 100 Crore to less than 300 Crore :		20
	c. 300 Crore or more :		25

2	Project Management Office / Project Risk Management / Project Management support and service consultancy assignments completed /or in process completing.		15
	a. Up to 4 assignments:		4
	b. 5-7 assignments:		6
	c. 8-9 assignments:		10
	d. 10 or more assignments:		15
3	Project Management Office / Project Risk Management / Project Management support and service consultancy assignments completed /or in process completing in BFSI		10
	e. Up to 4 assignments:		3
	f. 5-7 assignments:		5
	g. 8-9 assignments:		8
	h. 10 or more assignments:		10

D. Insert following format in (Annexure-IV and V)

Team Profile/ Key Professionals:

Sr.No.	Role	Name Of the Resource	Designation	Number of years with the company	CV of the resource giving educational qualification, certifications, experience, projects handled etc.,
1.					
2.					

E. Delete Annexure – XIII format and Insert below format in place

Annexure - XIII: Commercial Bid

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

- The Commercial Bid should contain the Total project cost. **ECGC will not provide any reimbursement for Lodging / boarding, local conveyance or any other related expenses.**
- The bidder has to **quote base price based on the scope of work.** All commercials quoted shall be **Exclusive of applicable taxes.**
- The selected bidder need to follow the indicative timelines (attached) shared by implementation partner. The indicative timelines with a buffer of 5 – 10% (+/ -) shall become basis for commercials.
- The bidder shall provide Average per person/ per month cost for resource requirement beyond the same. A separate order shall be issued for the same, if required.
- The payment at each stage may be divided into draft and final in the ratio of 30:70. A stage will be considered as complete only after sign-off/acceptance of deliverables by ECGC.

Summary of Total Cost of Ownership (TCO):

S.no.	Scope items	Payment terms
1.	Team onboarding	5%
2.	Assessment, Analysis and documentation (a) Current state assessment	15%

	(b) User Interface Guidelines (c) Project plans and other documents (d) SRS & Design, Application Security guidelines	
3.	ECGC Infrastructure setup	10%
	Phase-1 Deliverables: 30%	
4.	Software development	10%
5.	Migration	3%
6.	UAT Module Integration	4%
7.	Review of Security and Performance benchmarking results	3%
8.	Training Deployment, Go-Live & Monitoring of Go-Live	10%
	Phase-II Deliverables: 30%	
9.	Software development	10%
10.	Migration	3%
11.	UAT Module Integration	4%
12.	Review of Security and Performance benchmarking results	3%
13.	Training Deployment, Go-Live & Monitoring of Go-Live	10%
14.	Software engineering components & closure of engagement	10%

Summary of Commercial	Amount (INR)
Total Consultancy Cost (In Figures) as per table above	
Average per person/ per month cost for resource requirement	

Note: -

- The rates quoted above shall be exclusive of taxes and taxes will be payable on actual basis.
- ECGC Ltd will deduct tax (TDS) while releasing payment, if applicable as per the provisions of Income Tax Act, and all other applicable taxes, levies, cess etc.

Further, we confirm that we will abide by all the terms and conditions contained in the Request for Proposal document.

Place:

Date:
Bidder

Seal & Signature of the
