



**REQUEST FOR PROPOSAL FOR  
Renewal of 750 licenses for Trend Micro Apex One and procurement of  
additional 50 licenses**

**Ref: ECGC/RFQ-03/IT/01/2023-24**

**Date: 02.01.2024**

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## Section 1

### 1. Introduction

#### 1.1. Invitation to Bidders

**ECGC Limited**, wholly owned by Government of India and set up in 1957, invites Sealed Tenders from experienced and reputed companies / Firms for “**Renewal of 750 licenses for Trend Micro Apex One and procurement of additional 50 licenses**”. The “Commercial Bids” would be received in physical form.

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

The Bidding Document may be downloaded from the Corporation’s website [www.ecgc.in](http://www.ecgc.in).

Please note that all the required information needs to be provided. Incomplete information may lead to rejection of the proposal. Corporation reserves the right to change the dates mentioned in this RFP document, which will be communicated to the bidders, and on the Corporation’s website. The information provided by the bidders in response to this RFP document will become the property of ECGC and will not be returned. ECGC reserves the right to amend, rescind or reissue this RFP and all SUBSEQUENT amendments. Amendments or changes will be advised to the bidders through the ECGC website ([www.ecgc.in](http://www.ecgc.in)) only, and such amendments will be binding on them.

#### 1.2. SCHEDULE OF EVENTS

<b>Last date for Submission of Quotations: 12.01.2024 till 3:00 pm</b>	
Contact Details: Deputy General Manager (Information Technology): 022 – 66590680 Assistant Manager (Information Technology): 022 – 66590651	
Address for submission of bid.	Quotation box, 1st Floor ECGC Bhavan, CTS No. 393, 393/1-45, M.V. Road, Andheri (East), Mumbai – 400069
All correspondence / queries relating to this RFQ should be sent to / through following email ID only	IT@ecgc.in

### 1.3. License details are as below:

Sr. No.	Customer Name	Customer Number	Product Name	Product Description	Trend Product	Qty	Expire date
1	ECGC Limited	AS-C0051494	Trend Micro Apex One	Trend Micro Apex One Endpoint Sensor (On-Premises)	SKDAZZMXX LCZZZ	750 (Renewal)	21 <sup>st</sup> January 2024
2	ECGC Limited	AS-C0051494	Trend Micro Apex One	Trend Micro Apex One Endpoint Sensor (On-Premises)	SKDAZZMXX LCZZZ	50 (New Purchase)	

- Payment will be made against invoice, after deducting applicable TDS. Prices quoted shall indicate applicable GST as separate line item.

## Section - 2

### 2. DISCLAIMER

The information contained in this Request for Quotation (RFQ) document or information provided subsequently to Bidder(s) or applicants in documentary form by or on behalf of ECGC, is provided to the Bidder(s) on the terms and conditions set out in this RFQ document and all other terms and conditions subject to which such information is provided. This RFQ is neither an agreement nor an offer and is only an invitation by Company to the interested parties for submission of bids. The purpose of this RFQ is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFQ does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFQ and where necessary obtain independent advice. The Company makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFQ. Company may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFQ. No contractual obligation whatsoever shall arise from the RFQ process until a formal contract is signed and executed by duly authorized officers of the Company with the selected Bidder.

## Section - 3

### 3. Instructions for bidders

#### 3.1. General Terms & Conditions

- 3.1.1. The Tender shall be signed by a person or persons duly authorized by the Tenderer with signature duly attested. In the case of a body corporate, the Tender shall be signed by the officers duly authorized by the body corporate with its common seal duly affixed. In case of a consortium, the Tender shall be signed by the officer (s) so authorized by each consortium member and the Tender shall be affixed with the common seals of each member of the consortium.
- 3.1.2. The Tender shall contain the address, Tel. No. and e-mail id, if any of Tenderer for serving notices required to be given to the Tenderer in connection with the Tender.
- 3.1.3. The Tender form and the documents attached to it shall not be detached one from the other and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached thereto. Any alterations or changes to the entries in the attached documents shall be made by a separate covering letter otherwise it shall not be entertained.
- 3.1.4. The Tenderer, irrespective of its participation in the Tender process, shall treat the details of the Documents as secret and confidential.
- 3.1.5. ECGC does not bind itself to accept the lowest or any Tender and has the right to reject any Tender without assigning any reason whatsoever. ECGC also reserves the right to re-issue the Tender.
- 3.1.6. Supporting documents are to be submitted with commercial bids. Incomplete or partial submission of relevant documents will lead to disqualification.
- 3.1.7. The offer should ensure that there are no cuttings, over-writings, and illegible or undecipherable figures to indicate their offer. All such cases may be disqualified on this score alone. The decision of the Company shall be final and binding on the Bidder. The bidder should ensure that ambiguous or unquantifiable costs / amounts are not included in the offer, which would disqualify the offer.
- 3.1.8. Each vendor has to submit only one bid.
- 3.1.9. No queries on change in requirements specifications / line items will be entertained, except if change is advised or approved by ECGC.
- 3.1.10. Successful Vendor must share comprehensive escalation matrix for all its teams/verticals which shall be interacting with ECGC, up to CXO/Director level with contact information (Name, Address, Telephone and mobile numbers, individual's email ID).

### 3.2. Eligibility Criteria

- The eligible bidder must have service center in Mumbai.
- **Bidder should be minimum turnover of 1 crore.**
- The bidder should be registered with appropriate Authority for applicable GST.
- The bidder must have a permanent/registered office in Mumbai. Proof of address such as copy of electricity bill/Municipal Tax Receipt to be submitted.
- The bidder should not have been blacklisted by any Public Sector Bank or other Organization in the past. A self-declaration letter by the Bidder, on the Company's letter head should be submitted along with the bid.

### 3.3. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Company will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

### 3.4. Validity Period:

Bids / Offers shall have the validity period of 3 months from the tender closing date. Bidders are requested to offer 3 months validity as per Tender Terms. The prices quoted shall remain firm and fixed during the currency of the order /Contract unless agreed otherwise by ECGC.

### 3.5. Scope of Work

- Renewal of 750 licenses for Trend Micro Apex One and procurement of additional 50 licenses
- 1 Year Premium Support from Trend Micro and vendor.

### 3.6. THE BIDDING DOCUMENTS

#### 3.6.1. *Documents constituting the Bid:*

The Bidding Documents include:

- (i) Annexure – 1: Company profile
- (ii) Annexure – 2: Bank details
- (iii) Annexure – 3: Acknowledgement
- (iv) Annexure – 4: Declaration for black listing
- (v) Annexure – 5: Price bid

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

### **3.7. PREPARATION OF BIDS**

#### **3.7.1. *Language of Bid***

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

#### **3.7.2. *Bid Prices***

- a. Prices are to be quoted in Indian Rupees only.
- b. Prices quoted should be inclusive of all Central / State Government levies, taxes inclusive of Service Tax / GST, which will be deducted at source at applicable rates.
- c. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, during the validity period of the contract. Taxes / Duties / Levies / Cess etc. levied by Central or State Governments, or Statutory, Quasi-Government Bodies, or Regulators may be charged as per actuals, and are allowed to be varied. A Bid submitted with an adjustable price quotation, other than exceptions specified herein, will be treated as non-responsive and will be rejected.

#### **3.7.3. *Documentary Evidence Establishing Bidder's Eligibility and Qualifications***

- 3.7.3.1. The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall be established to the Corporation's satisfaction.
- 3.7.3.2. A format of the Agreement to be executed by the successful vendor with the Corporation shall be shared with the successful vendor, and shall have to be signed within 90 days of the purchase order, and shall thereafter supersede the purchase order. In case of failure of the vendor to execute the agreement within the stipulated time, the Corporation will be within its rights to cancel the award / Letter of Intent / Approval and take appropriate action as required.

#### **3.7.4. *Partial bids:***

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

#### **3.7.5. *Period of Validity of Bids***

- 3.7.5.1. Bids shall remain valid for a period of 3 months from the date of opening of the Bid.
- 3.7.5.2. In exceptional circumstances, the Corporation may solicit the Bidders' consent to an extension of the period of validity on the same terms and conditions. The request and the responses thereto shall be made in writing. At this point, a Bidder may refuse the request without risk of exclusion from future RFPs or any debarment.



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

#### **3.7.6. *Format and Signing of Bid***

- 3.7.6.1. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall authenticate all pages of the Bids, except for un-amended printed literature.
- 3.7.6.2. Any inter-lineation, erasures or overwriting shall be valid only if they are authenticated by the person signing the Bids. The Corporation reserves the right to reject bids not conforming to above.

### **3.8. SUBMISSION OF BIDS**

#### **3.8.1. *Sealing and Marking of Bids***

- 3.8.1.1. The Bidders shall submit the documents in a sealed NON-WINDOW envelope.
- 3.8.1.2. The envelope shall:

- a) Be addressed to the Corporation at the address given in Part-I; and
- b) Bear the Project Name
- c) The name and address of the Bidder on the cover.

If the envelope is not sealed and marked, the Corporation will assume no responsibility for the bid's misplacement or its premature opening.

#### **3.8.2 *Deadline for Submission of Bids***

- 3.8.2.2.1 Bids must be received by the Corporation at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.
- 3.8.2.2.2 In the event of the specified date for submission of bids being declared a holiday for the Corporation, the bids will be received up to the appointed time on the next working day.
- 3.8.2.2.3 The Corporation may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Corporation and bidders previously subject to the deadline will thereafter be subject to the extended deadline, which would be advised to all the interested Bidders on the Corporation's website.

#### **3.8.3. *Late Bids:***

Any Bid received after the deadline for submission of Bids prescribed, will be rejected, and subsequently destroyed. No bids shall be returned.

#### **3.8.4. *Modification and Withdrawal of Bids***

- 3.8.4.1. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or

withdrawal of the Bids, is received by the Corporation, prior to the deadline prescribed for submission of Bids.

3.8.4.2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.

3.8.4.3. No Bid may be modified after the deadline for submission of Bids.

3.8.4.4. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in penal action including debarment or exclusion from future RFPs / contracts / business.

### **3.9. OPENING AND EVALUATION OF BIDS**

#### ***3.9.1. Opening of Bids by the Corporation***

3.9.1.1. The Corporation reserves the right to open the quotations soon after their receipt from all the vendors without waiting till the last date specified as also the right to disqualify any or all vendors either on the basis of their responses, to all or some of the response sheets, or even any part thereof without assigning any reasons whatsoever.

3.9.1.2. The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite documents and such other details will be announced, as the Corporation, at its discretion, may consider appropriate.

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

#### ***3.9.2. Preliminary Evaluation***

3.9.2.1. The Corporation will examine the Bids to determine whether they are complete, whether the required formats have been furnished, the documents have been properly signed, and that the Bids are generally in order.

3.9.2.2. Prior to the detailed evaluation, the Corporation will determine the responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.

3.9.2.3. The Corporation's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

3.9.2.4. If a Bid is not responsive, it will be rejected by the Corporation and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

#### ***3.9.3. Evaluation of Bids***

3.9.3.1. Only those Bidders and Bids which have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would

be taken up by the Corporation for further detailed evaluation. The Bids which do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

- 3.9.3.2. During evaluation and comparison of bids, the Corporation may, at its discretion ask the bidders for clarification of their bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

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

- 3.9.4.1. The L1 Bidder will be selected on the basis of lowest Bid among the Bidders.
- 3.9.4.2. Corporation may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.
- 3.9.4.3. Corporation reserves the right to reject any or all incomplete bids.

#### *3.9.5. Contacting the Corporation*

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

#### *3.9.6. Award Criteria*

The Corporation will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid.

#### *3.9.7. Corporation's Right to Accept Any Bid and to reject any or All Bids:*

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

#### *3.9.8. Notification of Award*

- 3.9.8.1. Prior to expiration of the period of Bid validity, the Corporation will notify the successful Bidder in writing or by e-mail, that his Bid has been accepted.
- 3.9.8.2. The notification of award will constitute the formation of the 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 days of receipt of the communication.

## Section - 4

### 4.1. DISTINCTIVE TERMS & CONDITIONS

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

### 4.2. Payments

- 4.2.1. Payment shall be made in Indian Rupees.
- 4.2.2. Payment shall be made on after Renewal of Licenses and submission of invoice.

### 4.3. TAXES & DUTIES:

- 4.3.1. The GST, Octroi Charges, service tax & education cess etc.as applicable shall be clearly indicated. The line-item wise rates quoted should exclude taxes. Bidder should indicate taxes and levies as applicable separately under each of the head in the same sheet.
- 4.3.2. Wherever all-inclusive prices are quoted by the tenderer (s) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variation in statutory levies arising subsequently in the absence of required base figures.
- 4.3.3. Any decrease in taxes must be passed on to ECGC.
- 4.3.4. The successful bidder will be required to deploy the resources / team immediately of issue of purchase order.
- 4.3.5. The resources / team so deployed shall be required to initiate the learning and handover process immediately, and shall be expected to take over the service delivery from the existing service provider within six weeks of purchase order. During the period, the resources / team will also be expected to start contributing to service delivery in a gradual manner, without waiting for completion of duration of handover.

### 4.4. Indemnity

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

#### 4.5. Arbitration

In the event of a dispute or difference of any nature whatsoever between ECGC and the supplier during the course of assignment arising as a result of this RFP, the same shall be referred for arbitration to the panel of arbitrators. The panel shall be constituted prior to commencement of arbitration and shall comprise of two arbitrators and an umpire. ECGC and the supplier shall each nominate an arbitrator to the panel and these arbitrators shall appoint an umpire. Arbitration shall be carried out in Mumbai and as per extant laws.

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## Section - 5

### Annexure-1 Company Profile

Sr No	Description	Details	
1	Name of the company		
2	Legal Status (e.g. Proprietorship, partnership, limited liability partnership, Company etc. (attach a copy of certificate of in Company)		
3	Registered Physical Address		
4	Correspondence Address		
5	Business profile of the company (attach a separate write-up or brochure regarding business activities of the company)		
6	Incorporation Date		
7	Chairman		
8	Managing Director		
9	Board of Directors	(i)	
		(ii)	
		(iii)	
		(iv)	
		(v)	
10	Contact Person Details (Name, Landline and mobile Number, e-mail id)		
11	E-mail id of the company		
12	PAN No of the company		
13	TAN of the company		
14	GST No.		

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

Name:

Designation:

Contact No (Mobile)

Email Id

**Annexure-2**  
**Bank Details**

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

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

Name:

Designation:

Contact No (Mobile)

Email Id

**Annexure-3**  
**Acknowledgement**

(This should be included in Envelope and should be on the company letterhead)

Date:

To,

Deputy General Manager  
Information Technology Division,  
ECGC Limited,  
ECGC Bhawan, CTS No. 393,  
393/1-45, M.V. Road,  
Andheri (East), Mumbai – 400069

Dear Sir/Madam,

**Subject: Response to the Request for Quotation for “Renewal of 750 licenses for Trend Micro Apex One and procurement of additional 50 licenses”**

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

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

Name:

Designation:

Contact No (Mobile)

Email Id



**Annexure-4**

**DECLARATION FOR NON-BLACKLISTING**

(on Letter Head)

(To be submitted along with the Commercial bid)

We, /M/s\_\_\_\_\_ hereby declare/ clarify that we have not been banned by any Government or Quasi-government agencies or public sector Undertakings.

NOTE: If a bidder has been banned by any Government or Quasi Government Agencies or Public Sector Undertakings, the fact must be clearly stated with details. If this declaration is not given along with Qualification bid, the tender will be rejected as non-responsive.

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

Name:

Designation:

Contact No (Mobile)

Email Id

**Annexure-5:**  
**Price Bid**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_ WEB SITE: \_\_\_\_\_

**Base Cost of line Items:**

Sr. No.	Specifications	Base Cost (INR)	Taxes (INR)	Total Cost (INR)	Remarks
1	AMC Renewal for 750 quantities of Trend Micro Apex One Licenses (Including Support Charges)				
2	Procurement of additional 50 quantities of Trend Micro Apex One Licenses (Including Support Charges)				
	Total				

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Signature of the Authorized Signatory of Company Name:

Designation:

Contact no. (Mobile):

Email Id:

Company Seal: