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**REQUEST FOR PROPOSAL
FOR
SOFTWARE DEFINED WIDE AREA NETWORK
(SD-WAN) SOLUTION FOR ECGC LIMITED**

Ref: ECGC/Tender-06/IT/09/2024-25

Date: 06.09.2024

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Section 1

1. Introduction

1.1. Invitation to Bidders

By way of this Request for Proposal ('RFP') Document (hereinafter also referred to as 'the Bid Document' or 'the Tender Document') **ECGC Limited** (hereinafter referred to as 'ECGC / the Company'), a company wholly owned by Government of India and set up in 1957, invites competitive Bids from vendors (hereinafter referred to as ('the Bidder's) for **REQUEST FOR PROPOSAL FOR SOFTWARE DEFINED WIDE AREA NETWORK (SD-WAN) SOLUTION FOR ECGC LIMITED**

The "Eligibility, Technical and Price/Financial Bids" along with the supporting documents would be received in physical form.

The Bidder(s) 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 Bid Document may be downloaded from the Company's website <https://main.ecgc.in/english/tenders-called-for/>

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

RFP FOR SD-WAN SOLUTION FOR ECGC LIMITED



1.2. Schedule of events

Bid Document Availability	The Bid Document can be downloaded from website from 06.09.2024.
Submission of Bidder's Queries (in format given in tender document) before Pre-bid	Upto 03:00 pm on 20.09.2024
Pre-Bid meeting	11.00 AM on 27.09.2024. Venue - ECGC Ltd, IT Department, Ground Floor, CTS No. 393, 393/1-45, Sir Mathuradas Vasanji Rd, Bima Nagar, Andheri East, Mumbai, Maharashtra 400053
Last date for submission of Bids along with Earnest Money Deposit	03:00 PM on 30.09.2024.
Opening of Eligibility and Technical Bids	The bids will be opened as per internally laid down Audit process of ECGC.
Technical Bid Presentation by Bidder before Committee	Date and time shall be intimated later.
Opening of Price/Financial Bids	Within fifteen days of opening of Technical Bids.
Contact Details: Deputy General Manager (Information Technology): 022- 6659 0650 Deputy Chief Technology Officer (Information Technology): 022-66590764 Manager (Information Technology): 022- 6659 0654 Executive Officer (Information Technology): 022- 6659 0446	
Address for Communication and submission of Bid.	Deputy General Manager (Information Technology Department) ECGC Ltd, CTS No. 393, 393/1-45, Sir Mathuradas Vasanji Rd, Bima Nagar, Andheri East, Mumbai, Maharashtra 400053
All correspondence / queries relating to this RFP Document should be sent to / through following email ID only	it-tender@ecgc.in

NOTE: Timelines are subject to change at the sole discretion of ECGC Ltd.

Section 2

2. Disclaimer

The information contained in this RFP Document or information provided subsequently to Bidder(s) in documentary form by or on behalf of ECGC, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

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

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

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

Section 3

3. Instructions for Bidder(s)

3.1. General Instructions

- 3.1.1** Before bidding, the Bidder(s) are requested to visit the ECGC website <https://main.ecgc.in/english/tenders-called-for/> and also carefully examine the Tender Document and the General Terms and Conditions of the Contract (TCC) contained therein, and if there appears to be any ambiguity or discrepancy between any terms of the Tender Document and the Contract, they should immediately refer the matter to ECGC for clarifications.
- 3.1.2** The Bidder, for the purpose of making the Bid, shall complete in all respects, the form(s) annexed to the Tender Document, quote the prices and furnish the information/ documents, called for therein, and shall sign and date on each of the forms/documents in the space provided therein for the purpose. The Bidder shall affix its initial on each page of the Bidding Documents.
- 3.1.3** The Bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the officers duly authorized by the body corporate with its common seal duly affixed. In case of a consortium, the Bid shall be signed by the officer (s) so authorized by each consortium member and the Bid shall be affixed with the common seals of each member of the consortium.
- 3.1.4** The Bid shall contain the address, Tel. No., Fax No. and e-mail id, if any of the Bidder, for the purposes of serving notices required to be given to the Bidder in connection with the Bid.
- 3.1.5** The Bid form and the documents attached to it shall not be detached from one another and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the forms or documents attached thereto. Any alterations or changes to the entries in the attached documents shall only be made by a separate covering letter otherwise it shall not be entertained for the Bidding process.
- 3.1.6** The Bidder, irrespective of its participation in the bidding process, or its outcome shall treat the details of the documents as privileged, secret and confidential.
- 3.1.7** ECGC does not bind itself to accept the lowest of any Bid and has the right to reject any Bid without assigning any reason whatsoever. ECGC also reserves the right to

re-issue the Tender Document, or cancel the entire Tender process without assigning any reason(s).

- 3.1.8** Bids shall be submitted in three parts i.e. (1) Qualification/ Eligibility Bid (2) Technical Bid and (3) Price/Financial Bid.
- 3.1.9** The Bidder shall submit the **Eligibility Bid** as per the form provided under [Annexure – 1](#) and the same shall be enclosed in a separate single sealed envelope with all supporting documents whatsoever.
- 3.1.10** The Bidder shall submit the **Technical Bid** as per the forms provided under [Annexure - 4](#) and the same shall be submitted in a separate single sealed envelope with all supporting documents whatsoever.
- 3.1.11** The Bidder shall submit the Price/Financial Bid as per the form provided under [Annexure – 5](#) and the same shall be enclosed in separate sealed envelope.
- 3.1.12** Supporting documents are to be submitted in the Qualification, Technical as well as Price/Financial Bids. Incomplete or partial submission of relevant documents will lead to disqualification.
- 3.1.13** The rates should be sent only in the prescribed format. Non-conformance or quotations received in any other format may result in rejection of the Bid.
- 3.1.14** 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 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 Bid, which would disqualify the Bid.
- 3.1.15** Each Bidder can submit only one Bid.
- 3.1.16** No queries or change in requirements specifications/line items will be entertained in terms of the Bid process, except if such changes are advised or are approved by the Company.
- 3.1.17** The Bidder should commit to provide the resources desired by the Company for the entire duration of the engagement, at the agreed cost and terms and conditions.

3.2. 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.

3.3. Validity Period

Bids shall have the validity period of 90 days from the closing date of the RFP. Bidders are required to offer 90 days price validity as per Bid Terms. The prices quoted shall remain firm and fixed during the currency of the Purchase order/Contract unless agreed otherwise by the Company.

3.4. Scope of Work

ECGC intends to refresh its existing WAN network setup which includes SD-WAN devices along with Dual MPLS links (Primary & Secondary) on PAN India locations and Internet links (Primary & Secondary) centrally at DC & DR respectively for five years period along with their Annual Maintenance Cost. The scope of work broadly includes the following:

1. The ECGC has envisaged to refresh SD-WAN solution as per details mentioned in this RFP. The Bidders are required to quote the network equipment and related software and links, listed in Annexure- 4 – Technical Specifications.
2. The procurement of the network equipment mentioned in the RFP will be at ECGC discretion and ECGC may not procure all the items mentioned in the RFP. Also, ECGC may ask for staggered delivery of some of the network equipment mentioned in the RFP. Details of the same would be shared with the successful Bidder at a later stage.
3. Bidder shall provide the details of each individual proposed equipment along with the Hardware & Software proposed, in Annexure 4.
4. Bidder must propose end to end solution on Opex Model which should be transferred in ECGC name at the end of 5 years with a cost of one rupee.
5. Bidder is required to install and configure the equipment provided by the OEM/s only. Thus, Bidder is required to unpack, assemble, mount, and boot the equipment and install the necessary service packs, patches, and fixes to the Operating System, set up and configure the equipment. Compatibility issues of subsystems with OS, respective drivers, firmware, any other cards to be installed, if required, are to be resolved by bidder without any additional cost to the company.
6. Bidder should supply, install, configure, migrate the SD-WAN solution to new proposed SD-WAN solution and need to maintain the equipment till the contract

period. ECGC and its existing System Integrator will conduct the acceptance test and verify that the installation complies with the configuration and relevant settings of the company.

7. Bidder will be responsible to provide the following to meet the Service Levels defined in this RFP till the Contract period.

- Onsite comprehensive warranty
- AMC/ATS/subscription
- Arrange back-to-back support from the respective OEM.

In Case of RMA, it is bidders' responsibility to replace the equipment as per SLA and to return the faulty equipment to the OEM warehouse at no extra cost to the Company during the tenure of the contract.

8. Bidder should also take adequate care to avoid quoting network equipment going End-of-Sale within 1 year of date of supply of the equipment to the Company and network equipment going End-of-Support during the tenure of the contract.

9. Bidder should ensure that proposed network equipment should not go end-of-support within 5 years from the date of the Purchase Order. Bidder should produce an Authorization Letter in favour of ECGC with reference to this RFP assuring full guarantee and warranty obligations for a MINIMUM period of Five years from the date of PO released.

10. The Bidder is required to supply, install, configure & migrate from the existing SD-WAN solution to new SD- WAN Solution and provide subsequent comprehensive on-site warranty/AMC/ATS/subscription of the network equipment based on the Bill of Materials shared by the Company and the solutions (Hardware, Software, etc.) proposed. The delivery & project plan must be synchronized with the project delivery timelines and management & monitoring of the deployments.

11. The bidder has to provide an undertaking on his letter head that the BOM is complete in all manner as offered in SDWAN Solution which include Hardware, Software license and any other components including cables.

12. Bidder is also required to provide skilled resources that may be required for the successful completion of the project within stipulated timelines given in the RFP.

13. The network equipment should be provided with 5 years of on-site comprehensive warranty which will start from the date of complete migration of all locations to new

SD-WAN solution and successful sign-off from ECGC IT team. Subsequently, Bidder shall provide the AMC/ATS/ARC support for the MPLS and Internet links during the warranty period. Bidder is required to co-ordinate with Company's existing System Integrator for Facilities Management Services throughout the tenure of the contract.

14. The SD-WAN solution should be capable of utilizing both the links in following scenarios.

- a) MPLS+MPLS
- b) MPLS+4G/5G
- c) MPLS + Internet
- d) Internet + Internet
- e) MPLS/VSAT/3G/4G/5G link without backup.
- f) Only single internet link

15. The SD-WAN Solution provided by the successful bidder should be horizontally scalable.

16. The successful bidder must ensure that at any instance, the utilization of the CPU, Memory, Storage etc. of the SD-WAN Devices installed should not cross 75% of the utilization at any given point of time of the total available resources respectively. In case the utilization of CPU/MEMORY/Storage etc crosses the threshold of 75%, then bidder need to provide upgraded equipment free of cost during the tenure of contract.

17. The bidder should propose the architecture at the time of technical bid submission which must be vetted by OEM with high availability at all levels and redundancy in case DC fails and during DR drill as well.

18. The proposed SD-WAN solution should have the capability to allow automatic/dynamic (without any manual configuration) encrypted IPSEC tunnels creation between branches (including offices, DC/DR) devices to enable branch to branch communication.

19. The solution provided should be running on dedicated hardware appliance at all locations.

20. All network components of the SD-WAN (Hardware/Software) solution should be supported by same OEM during the tenure of contract.

21. The proposed devices should be capable of mounting in existing company's racks in

all locations and should not have perforations from top side of chassis (Top view should be covered entirely by metal casing/plate to prevent any liquid going inside the chassis from top).

- 22.** The SD-WAN equipment's should be supplied with Indian standard power cable. DC and DR devices should be supplied with redundant power supply and branch device should be supplied with single power supply.
- 23.** SD-WAN Solution must be implemented in such a way that, incoming and outgoing traffic will be load balanced automatically across the network links at branches even in case primary link is not fully utilized. Traffic should be sent across network links even when link is not congested.
- 24.** The entire SD-WAN solution should be IPv6 logo certified from day 1
- 25.** The equipment's/applications used in DC/DR should support high availability and redundancy at all levels from day 1.
- 26.** In case if the primary device failure, the standby appliance should take over role of primary device immediately.
- 27.** The standby appliance should support immediate manual failover which can be used for troubleshooting/upgrades etc.
- 28.** SD-WAN solution should support export of DC/DR/Branch devices configuration for auditing purpose and its restoration as well.
- 29.** SD-WAN solution should provide the ability to monitor quality parameters like round-trip delay, jitter, packet drop etc. and route critical applications on the link with better characteristics. There should be clear visibility of traffic flowing across all the links as well as application-wise bandwidth consumption and use all available bandwidth in optimal way.
- 30.** During the contract period, ECGC may add/ delete/ replace a greater number of applications, security policies etc. Accordingly, the bidder shall carry out necessary configuration changes (if required) in their network, as advised by the ECGC from time to time at no extra cost to the ECGC.
- 31.** All the hardware supplied should be appliance based, RACK mountable and should be from the same OEM and must be supplied with all related accessories, power cables, mounting kit etc.
- 32.** The delivered Hardware (/Appliance) Products should carry onsite comprehensive 5-

year warranty thereof and the same should be back lined with OEM and proof of the same should be submitted to the company. Five years warranty proof should be submitted immediately after installation signoff.

- 33.** All the components of proposed SD-WAN Solution need to be on-premises. None of the Company's data should go to OEM cloud/premises for any reason.
- 34.** The proposed SD-WAN solution should support for Hub & Spoke, Partial Mesh, full mesh network topology from day 1. Company at its discretion will deploy desired topology.
- 35.** The proposed SD-WAN solution should support management via CLI, Web GUI administration interface.
- 36.** OEM will be totally responsible for configuration, migration, installation, and best practices implementation at ECGC's all locations including DC/DR.
- 37.** Bidder/ OEMs should have service/ support infrastructure at across India and should be able to provide efficient and effective support PAN India.
- 38.** The bidders should submit the escalation matrix for delivery & installation, for support services (contact persons details & e-mail ids).
- 39.** The OEM/SI should provide onsite resources for smooth implementation, commissioning, and onboarding of locations to SD-WAN at no extra cost to the Company. If any major issue related to SD-WAN deployment arises due to which Company business is getting impacted during the implementation phase across all locations and bidder is not able to rectify the same within 24 hours, then OEM person should reach ECGC's head office/DC and continue to be present till the issue is permanently resolved. ECGC will provide necessary infra for that resource.
- 40.** The bidder should provide onsite resources for the complete implementation and commissioning of SD-WAN, and they should continue to provide onsite support post 3 months implementation of SD-WAN solution across all locations. ECGC will provide necessary infra for that resource.
- 41.** The bidder has to provide SOP with regard to working of their proposed SD-WAN solution along with training to ECGC of the same. The bidder is also required to provide the training once every year which shall include existing and add-on features/ new functionality/ features etc. ECGC will intimate the bidder in advance for conducting such trainings.
- 42.** In case of device/part thereof gone faulty, the Selected Bidder shall replace the faulty

device/part as per SOW & SLA defined in RFP. Further, bidder shall provide & install standby device of similar make model or equivalent device from the same OEM against faulty equipment at all circumstances to make the network functional within defined SLA during the tenure of contract. The standby device should not be EOL/EOS. In case of RMA, it is bidders responsibility to replace the equipment as per SLA and to return the faulty equipment to the OEM warehouse at no extra cost to the company during the tenure of the contract.

- 43.** All modules, licenses, power cables, ethernet/ fiber cable and all other sub-components should be bundled/mapped with parent device and warranty of these items should be co-terminus with warranty of parent devices.
- 44.** The bidder is expected to do a site survey for feasibility and for positioning of the terminating equipment. They should clearly inform about the equipment that will be deployed with its physical, electrical and any other related information.
- 45.** The bidder shall arrange required Right of way permission from Local Corporation / Municipalities / authorized agency for road culling, digging and laying of fiber / copper. ECGC would not pay any cost towards the same.
- 46.** The bidder, without any additional cost to the company, adequate protection for the pole/antenna like monkey protection cage / snow shield / others wherever necessary, to prevent disturbances to the alignment causing communications failure.
- 47.** The bidder should submit reports like Uptime, Bandwidth utilization, Link error, latency, etc. on daily / monthly basis and as per the ECGCs requirement. All the locations are to be monitored as per SLA.
- 48.** The Bidder shall ensure to Mitigate various audit points, Compliance and Mitigation of vulnerability assessment (VA)/Penetration Testing (PT) points at no cost to the Company within mutually agreed timelines as and when any advisory/bugs/vulnerabilities released/suggested by competent authority/organization/Company at any point of time during the validity of the contract period, except for those cases where in the applicable patch/fix/OS is not yet released/declared stable by the OEM. However, in such cases, it is responsibility of the bidder to ensure that such requirement of the company is completed satisfactorily within least possible and stipulated timeframe.
- 49.** The bidder should keep the Company explicitly informed about the end of support dates of the related infrastructure and should ensure support during the complete

warranty/contract period.

- 50.** The bidder should ensure that all the supplied hardware and software for the solution must not be End of Support / End of service and spares/upgrades should be available. In case of any equipment goes End of support from OEM, the bidder has to replace it without any extra cost to the Company.
- 51.** The Bidder shall provide the detailed RCA of any issue reported by Company within stipulated time.
- 52.** These new devices supplied by the bidder shall be Company's asset. Bidder shall keep adequate stock of the spare equipment's or part thereof to maintain the SLA uptime.
- 53.** Bidder must ensure OEM TAC support as and when required during the contract period. Additionally, bidder should arrange on-site OEM TAC support at DC, DR, and Head Office as per the company requirement.
- 54.** Bidder should provide login id details to company for logging to OEM portal for the call logging, support and log/view the status of calls/TAC cases raised by/for the Company.
- 55.** Whenever any issue reported by the company, the Bidder will ensure to troubleshoot the issue in time bound manner in coordination with company SI and parallelly log the ticket with OEM TAC. Bidder need to ensure timely OEM support is available as per SLA. In case of hardware / software related issues where RMA/Device replacement is needed in such case SI in coordination with Bidder will raise ticket with OEM and Bidder to ensure timely resolution.
- 56.** Company should be able to log calls 24*7 via phone/email/web-portal directly with OEM without any dependency on Bidder.
- 57.** The bidder must rack mount the equipment, tagging of asset-id (as provided by the Company), configuring the proposed equipment & parts as per requirement. Bidders need to install new proposed equipment into network rack and perform power-on self-test (POST).
- 58.** Bidders need to remove all cables from OLD equipment & terminate the same on new proposed SD-WAN equipment. Reconnecting all uplinks and other cables in a neat manner (rack dressing) for the new proposed SD-WAN equipment along with the dressing & cabling.
- 59.** The bidder should appoint and depute a dedicated Project Manager for the

deployment of devices and providing support services who will act as a Single Point of Contact (SPOC) for the company. He shall be responsible for proper co-ordination with respective SPOC at each site for proper delivery, installation, and commissioning of the devices at locations mentioned in the PO.

- 60.** The bidder must depute sufficient onsite resources including project manager / coordinator to complete the project within RFP timelines. The Project Manager has to supervise project coordination activity for all locations, ensure configuration and turn up of services as per defined plan and then handing over to ECGC for testing.
- 61.** The bidder must ensure that the eligibility, experience, skills, and certification for the Onsite resources must comply with the proposed OEM technology to complete the project smoothly within RFP timelines. The OEM also need to ensure that the deployed onsite resource must be having relevant experience and skills on technology to be deployed in ECGC to complete the project smoothly.
- 62.** The Bidder/ Onsite Resource/ Project Manager will be required to do end to end coordination with company's existing SI and other vendors to troubleshoot the issue.
- 63.** The Bidder will be required to submit Reports of incident management that includes all the necessary information of incident on monthly basis to the company.
- 64.** The Bidder shall ensure the migration of existing equipment configuration to new proposed SD - WAN equipment without any downtime. In case, downtime is required then it should be very minimal and proper approval of the downtime should be taken from ECGC IT team.
- 65.** Bidder's IP/MPLS network including last mile should be capable of handling Data, Voice and Video traffic with different QoS feature as and when required by the Customer
- 66.** The bidder should provide primary MPLS on their own network. The bidder can avail third party network (Secondary MPLS) infrastructure; however, the responsibility, SLA and data security have to be ensured by the bidder.
- 67.** The bidder should provide the Ethernet drop/handoff at all locations
- 68.** The bidder should have own NOC, and should mention details [location and address] of Primary and Backup NOC. The NOC should be operational for at least 5 years as on the date of this tender.
- 69.** The bidder should connect the network to their NOC (24*7) with DR facility in different seismic zone for monitoring and providing various NOC reports such as device/link

uptime, link utilization.

- 70.** Service provider backbone should be highly redundant, ensuring that there is no single point of failure. The bidder should have minimum two own Network Operating Center (NOCs) working in failover mode.
- 71.** The bidder's network infrastructure should be IPV6 ready at the time of awarding the contract and without additional cost to the customer.
- 72.** The Bidder's core network infrastructure should be enabled with 6 class of service model with separate traffic management for multiple voice/data traffic with QOS feature.
- 73.** The bidder should be a National Long Distance Service Provider or IP VPN service provider having own MPLS VPN network under license from GoI.
- 74.** The bidder should own high redundancy MPLS based network fiber backbone in redundant architecture in India. The network should offer redundancy at all levels. The bidder's core MPLS enabled network should have minimum operational coverage at least in 500 Indian cities
- 75.** The Bidder should have at least 50,000 KM of their own Fiber connectivity across India along with minimum 100 MPLS POPs and 500 RF PoPs across India.
- 76.** The solution should have separate physical, control and data plane, it should be possible to configure control and management planes in different security firewall zones. It should be able to support centralized management plane to authenticate SD-WAN solution components like control plane, data plane & NMS tools.
- 77.** The solution should have built in capability for voice and video application improvement by correcting link errors at branch level and sending application packets via single & both links. It should also support Forward Error Correction and packet deduplication for real time applications for optimum experience.
- 78.** The SD-WAN box should have minimum 4 GB DRAM memory.
- 79.** The SD-WAN box should support MPLS (layer 2 and Layer 3 VPN) features along with VRF level segmentation. It should support ethernet fault management 802.1ag and provide backbone bridge 802.1ah protocol or equivalent.
- 80.** The system should allow creation of multiple end to end segments (min 25) and per segment topology within the network. It should also support for Advanced topologies: 3 types of Hub and Spoke, Full Mesh and partial mesh and SHHS, mix of different topologies in a single deployment.

- 81.** The system should balance the network traffic on per packet and per session based as per requirement
- 82.** All hardware with TPM chip for secure key encryption and tamper proof software
- 83.** The box should support integration with SOC monitoring tools, Antivirus, NAC solution, NMS etc. The box should also support for SASE using a single dashboard for SDWAN and SSE for future requirements
- 84.** Should be TL9000 certified, ITIL compliant and have ISO 9001 and ISO 27001 for their remote support centre / managed services / NOC, 24*7*365 basis centralized Network Operation Centre (NOC) with DR facility to take care of the network management for the company and having capability of generating standard pre-formatted SLA compliance/ Customized web-based NMS report for Real Time or for historical period.
- 85.** OEM should submit the high-level and low-level design document containing following details.
- a)** Network logical and physical topology diagram with IP Addressing,
 - b)** Routing, and switching strategy.
 - c)** Deployed Network equipment datasheets
 - d)** Configuration guides (GUI/CLI).
 - e)** Network device configuration documents including configuration files/templates/policies, etc. as per best industry standards or Company's requirement.
 - f)** Standard Operation Procedure documents (SOP) for deployed SD-WAN solution by the Selected Bidder, as desired by the Company.

3.5. The bidding documents

The Documents constituting the Bid include:

- (i)** Eligibility Bid (as per the form provided under Annexure-1)
- (ii)** Technical Bid Sheet (as per the form provided under Annexure- 4)
- (iii)** Price/ Financial Bid (as per the form provided under Annexure- 5)
- (iv)** All other supporting documents with respect to eligibility and technical compliances.
- (v)** All other remaining Annexures will be part of Eligibility Bid (except Annexure-8 & Annexure- 11)

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required by the Bid Document or to submit

a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

3.6. Pre-bid Meeting

The Bidder(s) having any doubt/ queries/ concerns with any clause of this document or selection process shall raise their concern within 7 days of release of RFP Document. ECGC will not be liable to accept or provide any explanation towards any doubt/ concerns later, whatever the same may be.

A pre-bid meeting as per schedule given in the RFP document shall be held where bidders' queries will be discussed. The bidders attending the pre-bid meeting shall compulsorily inform in advance about name, Designation, contact number (Mobile and Landline) of participants. Not more than 3 participants will be allowed from each bidder company.

The queries shall be communicated only through the e-mail id provided, it-tender@ecgc.in in the format provided in Annexure -8. ECGC would issue clarifications/ Amendments in writing via e-mail/corrigendum and the same shall become part of the RFP.

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 Company and supporting documents and printed literature shall be submitted in English only.

3.7.2 Eligibility and Technical Bids

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

- a) Eligibility and Technical Bid Forms as per [Annexure-1](#) & [Annexure-4](#).
- b) Supporting documents as mentioned in Annexure-1 & Annexure- 4.

- 3.7.2.2** The papers like Forms, supporting documents as mentioned above etc. should be submitted in one lot in one envelope for Eligibility and Technical Bids respectively.
- 3.7.2.3** Any Eligibility and Technical Bids not conforming to the above list of documents will be rejected.
- 3.7.2.4** The Eligibility and Technical Bids should NOT contain any price information. Such bid, if received, will be rejected.

3.7.3 Price / Financial Bid

Each Bidder is required to complete a Price/Financial Bid Envelope, comprising of the Price/Financial Bid Form as per Annexure- 5 on the letter head of the Bidder.

3.7.4 Bid Form

The Bidder shall complete all three of the aforesaid Envelopes containing the Eligibility, Technical, and Price/Financial Bids, along with the requisite documents wherever mentioned and submit them together in a single sealed outer envelope to the Company. Bids are liable to be rejected if all Bids (Eligibility, Technical Bid, and Price/Financial Bid) are not received together, within the timelines for submission of Bids as per the Schedule of Events.

3.7.5 Bid Prices

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

3.7.6 Documentary Evidence Establishing Bidder's Eligibility and Qualifications

The documentary evidence of the Bidder's qualifications to perform the Contract in its Bid will be accepted only if it is established that the same are to the Company's satisfaction. Please refer to Annexure-1.

3.7.7 Partial bids

Partial Bids will not be accepted and shall be rejected. Bidder(s) shall have to quote for the entire scope.

3.7.8 Period of Validity of Bids

3.7.8.1 Bids shall remain valid for a period of 90 days from the date of opening of the Bid.

3.7.8.2 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 RFPs or any debarment.

3.7.8.3 The Company reserves the right to call for fresh quotes at any time during the validity period of the Bid, if considered necessary.

3.7.9 Format and Signing of Bid

3.7.9.1 Each Bid shall be in three parts:

Part A – Eligibility Bid

Part B - Technical Bid.

Part C– Price/Financial Bid.

Each part should be in three separate sealed NON-WINDOW envelopes bearing the Bidder's name and address (return address), each super-scribed with "Tender Subject" as well as "Eligibility Bid", "Technical Bid", or "Price/Financial Bid" as the case may be.

3.7.9.2 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.

3.7.9.3 Any inter-lineation, erasures or overwriting shall be valid only if they are authenticated by the person signing the Bids. The Company reserves the right to reject bids not conforming to above.

3.7.9.4 All documents submitted in the context of this RFP Document, whether typed, written in indelible ink, or un-amended printed literature, should be legible / readable. Non-compliance to this clause shall result in Bid being considered as non-responsive, and shall be rejected at the outset.

3.7.9.5 The bid shall be in A4 size papers, numbered with index and highlighted with technical specification details. Bids should be spirally bound or fastened securely before submission. Bids submitted in loose sheets shall be disqualified.

3.7.9.6 ADDITIONAL INFORMATION: Bidder may include additional information which will be essential for better understanding of the proposal. This may include diagrams, excerpts from manuals, or other explanatory documentation, which would clarify and/or substantiate the bid. Any material included here should be specifically referenced elsewhere in the bid.

3.7.9.7 GLOSSARY: Bidder shall provide a glossary of all abbreviations, acronyms, and technical terms used to describe the services or products proposed. This glossary should be provided even if these terms are described or defined at their first use or elsewhere in the bid response.

3.8. Submission of bids

3.8.1 Sealing and Marking of Bids

3.8.1.1 The Bidder(s) shall seal the NON-WINDOW envelopes containing one copy of “Eligibility Bid”, one copy of “Technical Bid”, and one copy of “Price/Financial Bid” separately and all these NON-WINDOW envelopes shall be enclosed and sealed in a single outer NON-WINDOW envelope bearing the Bidder’s name and address (return address).

3.8.1.2 The inner envelopes shall be addressed to the Company at the address given for submission of Bids in Section 1 above and marked as described in Clauses above.

3.8.1.3 The outer envelope shall:

- a) Be addressed to the Company at the said address given in Section 1.2; and
- b) Bear the Project Name

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

3.8.1.5 If the envelope is not sealed and marked, the Company will assume no responsibility for the Bid’s misplacement or its premature opening.

3.8.2 Deadline for Submission of Bids

3.8.2.1 Bids must be received by the Company at the address specified in Section 1.2, no later than the date & time specified in the “Schedule of Events” in Invitation to Bid.

3.8.2.2 In the event of the specified date for submission of Bids being declared a holiday for the Company, the bids will be received up to the appointed time on the next working day.

3.8.2.3 The Company may, at its discretion, extend the deadline for submission of Bids by amending the appropriate terms and conditions in the Bid Document, in which case, all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the extended deadline, which would also be advised to all the interested Bidders on the Company'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.

3.9. Modification and Withdrawal of Bids

3.9.1 The Bidder, if after evincing interest in participating in the bidding process and attending the pre-bid meeting, wishes to withdraw from the bidding process, the Bidder may do so without any penal action including debarment or exclusion from future RFPs / contracts / business, provided the bidder submits its decision to the Company in writing, along with its reasons for the same.

3.9.2 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 Company, prior to the deadline prescribed for submission of Bids. The Bidder may do so without any penal action including debarment or exclusion from any future RFPs / contracts / business, provided the Bidder submits its decision to the Company in writing, along with its reasons for the same.

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

3.9.4 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 any future RFPs / contracts / business.

3.10. Opening and evaluation of bids

3.10.1 Opening of Bids by the Company

- 3.10.1.1** The Company reserves the right to open the Bids soon after their receipt from all the Bidder(s) without waiting till the last date as specified above and the right to disqualify any or all Bidder(s) either on the basis of their responses, to all or some of the response sheets, or even any part thereof without assigning any reasons whatsoever.
- 3.10.1.2** The Company at its discretion and if it considers appropriate may announce the Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite documents and such other details.
- 3.10.1.3** 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.

3.10.2 Preliminary Evaluation

- 3.10.2.1** The Company will examine the Bids to determine whether they are complete, whether the required formats have been furnished, the documents have been properly signed, and that the Bids are generally in order.
- 3.10.2.2** Prior to the detailed evaluation, the Company will determine the responsiveness of each Bid to the Bid Document. For purposes of these clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bid Document without any deviations.
- 3.10.2.3** The Company's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 3.10.2.4** If a Bid is not responsive, it will be rejected by the Company and such a Bid may not subsequently be made responsive by the Bidder by correction of the nonconformity.

3.10.3 Evaluation of Bids

- 3.10.3.1** 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 Company 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.
- 3.10.3.2** The Company reserves the right to evaluate the Bids on technical & functional parameters.

- 3.10.3.3** The scoring sheets will be shared only with interested bidders and those participating in pre-bid meeting.
- 3.10.3.4** The Eligibility Evaluation will be first carried out as per the criteria given in Annexure-1. The Bidders who score minimum of 70% in this Part shall be deemed to be qualified for further evaluation.
- 3.10.3.5** The Technical Evaluation would be carried out (for vendors who qualified Eligibility evaluation criteria of minimum 70% marks) as per the Technical Evaluation Criteria specified in Annexure – 4 of this RFP. The Bidders meeting technical requirements of Tender and having submitted technical bid as per tender conditions will be evaluated further. The incomplete technical bid may be subject to rejection. However, ECGC at its discretion may call for additional documents/ clarification from all bidders, if required.
- 3.10.3.6** The Bidders submitting bids in accordance of tender condition and qualifying the eligibility evaluation criteria will be invited for making presentation before the ECGC Technical Evaluation Committee for this RFP, and will be evaluated as per criteria specified in Technical scoring sheet on overall solution designed and proposed.
- 3.10.3.7** During evaluation and comparison of Bids, the Company may, at its discretion ask the Bidders for clarification of their bid. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the bidder shall be entertained.
- 3.10.3.8** The minimum qualifying marks for technical bid will be 70% marks.

3.10.4 Evaluation of Price/Financial Bids and Finalization

The bidders receiving minimum 70% marks in Technical bid will be considered for further evaluation and the Price/Financial Bids for these Bidder(s) shall be opened.

The Price/Financial Bid will be scored on a total of 100 as under:

$C_s = (C_{min} / C_b) \times 100$ where,

C_s = Commercial score of the Bidder under consideration

C_{min} = Lowest Price/Financial Bid quoted

C_b = Price/Financial Bid under consideration

Bids will finally be ranked on the basis of combined scores arrived as follows:

- Weight of 70% to the total technical score (combined score under Part – I and Part – II)
- Weight of 30% to the commercial score

Combined Technical and Commercial Score, calculated up to two decimal points, will be as under:

$$Bs = (0.7) * Ts + (0.3) * Cs$$

Where,

Bs = overall combined score of Bidder under consideration

Ts = Technical score of the Bidder under consideration

Cs = Commercial score of the Bidder under consideration

- 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.
- Company reserves the right to reject any or all incomplete Bids.
- Bidder(s) having any doubt/ queries/ concerns with any clause of this document or selection process shall raise their concern within 7 days of release of RFP Document. ECGC will not be liable to accept or provide any explanation towards any doubt/ concerns later on whatever the same may be.
- The queries may be communicated only through the e-mail id provided, it-tender@ecgc.in the format provided in Annexure- 8.
- Bidder(s) bidding in the process shall give as a part of the Bidding documents a statement on their letter head, as per the format provided under Annexure - 3, that they have no objection with any clause of the Tender Document.

3.11. Contacting the Company

- 3.11.1** No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Price/Financial Bid to the time the Contract is awarded.
- 3.11.2** 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 its barring from any future RFPs / contracts / business with ECGC.

3.12. Award Criteria

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

3.13. Company's Right to Accept Any Bid and to reject any or All Bids

3.13.1 The Company reserves the right to accept or reject any Bid 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(s) or any obligation to inform the affected Bidder(s) of the grounds for the Company's action.

3.13.2 All decisions taken by the Company are binding and final.

3.14. Performance Bank Guarantee

3.14.1 The successful Bidder (hereinafter referred to as the 'Vendor') shall be required to submit a Performance Bank Guarantee ("PBG") as per pro-forma attached as Annexure - 6 for a value equal to 3% of the Contract value (inclusive of applicable taxes) or equal to two quarters payment amount, valid for the period of the Contract (plus additional 8 weeks for claim period) from the date of satisfactory acceptance/sign off by ECGC.

3.14.2 The PBG of correct value and validity period as mentioned above must be submitted within two weeks from the date of acceptance of the Letter of Award.

3.14.3 In case the contract period is extended beyond six months due to nature of work, the PBG shall have to be extended / renewed / re-issued for the new / extended contract

period, including the claim period. The Vendor to make provisions for submission of extended PBG at least two weeks before the expiry of the original term of PBG in such case.

- 3.14.4** PBG shall be forfeited if the services are terminated abruptly by the Vendor or for any deviation by the Vendor from the terms of the Contract by way of which the Company can decide to forfeit the PBG. Further, unpaid charges, if any, will also not be paid in these circumstances. In case of no punitive action against the Vendor, the PBG will be returned after the 8 weeks from the satisfactory acceptance/ signoff by ECGC or on settlement of any claim against the Vendor, whichever is later.

3.15. Earnest Money Deposit

Earnest Money Deposit (EMD) of Rs. 5,00,000 (Rupees Five lakh only) is required to be submitted, preferably by NEFT, by the Bidder along with submission of Bid documents as per the Schedule of events provided. It can also be paid by Demand Draft/ Bankers Cheque by the bidder along with the tender. The Demand Draft/Bankers Cheque must be issued in favor of 'ECGC Limited', payable at Mumbai.

The bank details of ECGC for submission of EMD is mentioned below:

Bank Name	IDBI Bank Ltd.
Bank Branch	Nariman Point, Mumbai
Account Number	V003423133000003
IFSC	IBKL0000004
Account Name	ECGC of India Ltd.
Narration	From- Name of Company (SD-WAN RFP)

The transfer of the EMD amount needs to be completed along with submission of bid documents on or before last date of bid submission. It is the bidder's responsibility to ensure timely transfer of the EMD.

If the EMD is received after the designated date and time, the Company, at its discretion may reject the bid.

EMD of unsuccessful Bidders shall be refunded within 30 days without any interest from the final result of the bidding process and declaration of the Successful Bidder.

EMD of successful bidder shall be refunded within 30 days post receipt of PBG without any interest.

Under any circumstances, ECGC Limited will not be liable to pay any interest on the EMD. Offers made without the Earnest Money Deposit will be rejected.

The bidder needs to ensure that the correct amount is calculated and reflected in the EMD.

Any arithmetic calculation errors in the EMD will lead to disqualification of the bidder.

The amount of Earnest money deposit would be forfeited in the following scenarios:

- (i)** In case the Bidder withdraws the bid prior to validity period of the bid without providing any satisfactory reason;
- (ii)** In case the successful Bidder fails to accept and sign the contract as specified in this document without any satisfactory reason; or
- (iii)** In case the successful Bidder fails to provide the performance bank guarantee within 30 working days from the date of issuance of PO, without any satisfactory reason.

Section 4

4.1 TERMS AND CONDITIONS OF CONTRACT (TCC)

4.1.1 Definitions

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

- i. “The Company” means ECGC Limited.
- ii. “Vendor” is the successful Bidder whose Bid has been accepted and gets the highest combined technical and commercial score and to whom notification of award has been given by the Company.
- iii. “The Services” means the scope of services which the Vendor is required to provide ECGC under the Contract.
- iv. “The Contract” means the agreement entered into between ECGC and the Vendor, and signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- v. “The Contract Price” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- vi. “TCC” means the Terms and Conditions of Contract;
- vii. “The Project” means **“RFP FOR SOFTWARE DEFINED WIDE AREA NETWORK (SD-WAN) SOLUTION FOR ECGC LIMITED”**
- viii. “The Project Site” means designated locations of ECGC Limited as may be specified in Purchase Order / Contract.

4.1.2 Scope of Work

As described in clause 3.4 of The Request for Proposal (RFP) Document.

4.1.3 Payments

4.1.3.1 Payment shall be made in Indian Rupees.

4.1.3.2 Payment shall be made via electronic fund transfer only to the bank account specified, as per the form provided under Annexure -2, in the RFP response.

4.1.3.3 No payment shall be made in advance on award of the contract.

4.1.3.4 Payments shall be made only on receipt of invoice from the Vendor, after completion of the scope of work to the satisfaction of ECGC Limited, on milestone basis.

4.1.3.5 All payments shall be subject to TDS and any other taxes as per the tax rules prevalent at the time of payment.

4.1.3.6 It may be noted that ECGC will not pay any amount / expenses / charges/ fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the agreed amount as per the purchase order / contract.

4.1.3.7 Any decrease in taxes must be passed on to ECGC.

4.1.3.8 Payment Terms:

The payment will be done on OPEX model as quarterly in arrears for the delivered services and goods. GST to be calculated on actuals at the time of billing.

4.1.4 Damages/ Liability clause.

The Vendor shall adhere to the terms & conditions, timelines, and all requirements stipulated in the RFP document, Tender, and the Contract. In case of breach of the same, ECGC reserves the right to recover from the Vendor liquidated damages arising due to the loss suffered by ECGC due to non-adherence to the conditions, or for any harm caused to ECGC 's property including IT Assets/data.

ECGC shall deduct from the total contract price to be paid to the Vendor in such manner in the event of the following:

Reason	Delay of One Week	Delay beyond first week and part thereof
Delay in providing/ ensuring deliverables/ services beyond the agreed timeline (delay attributable to the Vendor)	Caution Note	5% of the Total contract value per week, and proportionally for the part of the week. Maximum 10%
Inordinate delay in responding to the references made by the ECGC (delay attributable to the Vendor)	Caution Note	5% of the contract value per week, and proportionally for the part of the week. Maximum 10%

In case the bidder exceeds the maximum liquidated damages of 10% of total contract value, ECGC at its discretion may consider terminating the contract with immediate effect and the same shall be communicated to the Vendor via email/letter etc.

4.1.5 Service Delivery Location

The major scope of work as mentioned above will be required to be delivered at all the locations of ECGC including DC, DR. The Vendor's team would also be required to travel to ECGC's offices in PAN India for delivery & implementation and may also be required to visit ECGC Head Office/ DC for meetings with / discussions with / presentations to ECGC's Senior Management. The SPOC would be required to be posted at ECGC's Head Office for coordinating work-related matters across PAN India. The Team may also be required to travel for meetings with / discussions with / presentations to the Technical Advisory Committee (TAC) of ECGC and / or to the Board of Directors of ECGC, and for vendor selection meetings, and / or Data Centre visits as required for RFP evaluation, etc. The Team may also visit the existing Data Centre and/ or Disaster Recovery locations of ECGC to ascertain the inputs required for drawing out the specifications.

4.1.6 Service Delivery Period

The Vendor is expected to draw out and present the overall timeline for service delivery in accordance with milestones presented by the Vendor in the RFP response and the Solution Presentation as described in Section 1 of the RFP Document. The SI will be required to install, configure, commission and migrate existing SD-WAN to new proposed SD-WAN solution.

The exact specifications of the timelines and consequent milestone-based payment schedule shall be mutually agreed upon with the Vendor, subject to no advance payments. ECGC Ltd reserves the right to grant an extension, and / or cancel the order, and / or invoke the PBG, and/or take appropriate legal action in the event of any breach of contract.

4.1.7 Termination

ECGC may terminate the Contract with at least 15 days prior written notice to the Vendor on account of any material breaches committed by the Vendor in breach of its obligations under the Contract.

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.

4.1.8 Indemnity

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

4.1.9 Arbitration

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations (IIAC Regulations) for the time being in force, which regulations are deemed to be incorporated by reference in this clause. The place/seat of arbitration shall be Mumbai, India. The Tribunal shall consist of a sole arbitrator. The law governing the arbitration agreement shall be Indian Law. The language of the arbitration shall be English

4.1.10 Governing Law and Jurisdiction

The High Court of Bombay shall alone have jurisdiction for the purposes of adjudication of any dispute or differences whatsoever in respect of or relating to or arising out of or in any way touching the works awarded or the terms and conditions of the Contract.

4.1.11 Survival

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

4.1.12 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 Vendor 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.

4.1.13 Force Majeure

Notwithstanding the provisions of TCC, the Vendor shall not be liable for forfeiture of its Performance Bank Guarantee, liquidated damages, or termination for default, if and to the extent, that, the delay in performance, or other failure to perform its obligations under the Contract, is the result of an event of Force Majeure.

For purposes of this clause, “Force Majeure” means an event beyond the control of the Vendor and not involving the Vendor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Company in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

4.1.14 Entire Agreement

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

4.1.15 Rights of the Company

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

4.1.15.2 While processing the Bids, ECGC further reserves the right to delete or reduce any item or section contained in the Tender Document or in the Scope of Work without assigning any reason thereof.

4.1.16 Royalties and Patents

Any royalties or patents or the charges for the use or infringement thereof that may be involved in the contract shall be included in the price. Vendor shall protect the Company against any claims thereof.

4.1.17 Intellectual Property Right (IPR)

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

4.1.18 Representation and Warranties

Vendor servicing the Company should comply with the Company's IS Security policies in key concern areas relevant to the activity, the broad areas being:

- 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 vendor.
- iv. Physical security of the Services / Equipment provided by the vendor.
- v. The Vendor has necessary expertise to provide the Services and is duly authorized to enter into this Agreement and to perform the Services to the best of its abilities in a professional manner and deliver the Services to the Company in accordance with scope of work and is under no contractual and/or legal restriction which may in any manner interfere in the performance or delivery of Services by the Vendor.
- vi. The Vendor is authorized to execute and implement the Agreement and discharge its obligations thereunder and in terms of applicable laws and regulations.
- vii. The performance of its obligations as per the Agreement does not and shall not violate or conflict in any manner with any duty or obligation owed to any third party.

Vendor shall also be required to comply with statutory and regulatory requirements as imposed by various statutes, labour laws, local body rules, state and central Government Body statutes, and any other regulatory requirements applicable on the Vendor, and shall produce the same for records of ECGC Limited and / or its Auditors and / or its regulator.

4.1.19 Service Level Agreement (SLA)

For all devices & Links at DC/DR and other locations: The system installed must give an uptime of 99.99% on quarterly basis. Vendor shall resolve the issue/ problem within 4 hours from the time of reporting. Vendor shall ensure delivery of any replacement/ repair of damage part or equipment within 4 hours from the time of reporting at no extra cost to the Company. The Vendor shall provide 24*7*366 service support by deputing their engineer as and when required.

The performance would be measured as under on quarterly basis.

$$\text{Performance (\%)} = \frac{\text{Total hours in quarter} - \text{Downtime in hours}}{\text{Total hours in quarter}} \times 100$$

The percentage uptime will be calculated on quarterly basis (24 hours a day).

Penalty due to shortfall in performance level: In case of shortfall in performance level, the Vendor shall be liable to penalty which shall be deducted from the payments due to the Vendor, as follows:

Uptime	Equipment/Link cost (with 5 years warranty)
>99.99%	NIL
<=99.99 to >99.0	2% of the quarterly payment due
<=99.0 to >98.0	4% of the quarterly payment due
<=98.0 to >97.0	6% of the quarterly payment due
<=97.0 to >96.0	8% of the quarterly payment due
Below 96.0%	10% of the quarterly payment due or Company may Terminate/discontinue the Contract

Section 5

Annexure – 1: Eligibility Criteria**Table-A: Below points are mandatory in nature.**

Sr No	Description	Details	Compliance (Y/N)
1	Name of the company		
2	The bidder should be registered as a Limited company (Private/Public) in India as per Company Act 1956 & 2013 since last 5 years as on the date of this tender and they should be Tier1 ISP.	<Certified copy of the Certificate of incorporation issued by the Registrar of Companies / Partnership Deed>	
3	Registered Physical Address		
4	Correspondence Address		
5	Business profile of the company (attach a separate write-up or brochure regarding business activities of the company)		
6	Incorporation Date		
7	Board of Directors / Management / Promoters / Partners	(i)	
		(ii)	
		(iii)	
		(iv)	
		(v)	
8	Contact Person Details (Name, Landline and mobile Number, e-mail id)		
9	e-mail id of the bidder		
10	PAN of the bidder	<copy required>	
11	TIN of the bidder	<copy required>	
12	GST Registration No.	<copy required>	
13	Any other statutory license required to operate the business in India, PF, ESIC etc. as applicable from time to time with respect to this Contract.		
14	Details of managerial, supervisory, and other staff available	< Undertaking of the organization confirming the availability of the adequate manpower of requisite qualification and	

RFP FOR SD-WAN SOLUTION FOR ECGC LIMITED



		experience for deployment in ECGC. >	
15	Power of Attorney/authorization for signing the bid documents, if applicable.		
16	Copy of entire tender document duly signed and stamped on each page as a token of acceptance is to be attached.		
17	The Bidder should not have been black listed by any Govt. Financial Institutions / Banks / Government / Semi-Government departments in India.	< A self-declaration by the Bidder on its letter head.>	
18	The firm or its affiliates should have never been blacklisted / barred / disqualified by any regulator / statutory body/ judicial or any other authority.	< A self-declaration by the Bidder on its letter head.>	
19	The Bidder's Firm should not be owned or controlled by any Director or Employee of ECGC Ltd.	< A self-declaration by the Bidder on its letter head.>	
20	Bidders should be a profitable company for last 3 years.	<Please attach evidences>	
21	Number of professional staff who are proposed to be associated for executing the assignment with names including that of the Team Leader. The Team Leader, once assigned to ECGC Limited, should not be replaced except with the consent from ECGC Limited in writing.	< Resume of the identified team persons in the format enclosed as CV format to this document (Annexure - 7). >	

Table-B: Eligibility Marks will be awarded as per below criteria.

Sr No	Description	Details	Parameters	Marks
1	Bidders Company should have at least 25-35 years of existence.	<Please attach evidences >		Maximum Marks 10
	Company with 25-30 years of experience		3	
	Company with 31-35 years of experience		7	
	Company with 35+ years of experience		10	
2	Bidders should be at least 10,000 People Company.	<Please attach evidences>		Maximum Marks 10
	10,000-25,000 People Company		3	
	25,000-50,000 People Company		7	
	50,000 + People Company		10	
3	Bidder should have minimum average turnover of Rs.1000 Cr. (Rupees Fifty Crores only) in each of the last 3 financial years. Bidder must provide the details of turnover for last 3 years (FY-2020-21, 2021-22, 2022-23)	< IT returns acknowledgments and / or Audited Financial Statements / statements certified by Chartered Accountants to be provided for last two financial years >		Maximum Marks 15
	Turnover between 1000 Cr. to 2000 Cr.		5	
	Turnover between 2000 Cr. to 3000 Cr.		10	
	Turnover above 3000 Cr.		15	
4	The bidder should have positive net worth and should not have been eroded by more than 30% during the last three consecutive financial years (Balance sheet and Profit & Loss statement certified by CA) have to be submitted. (FY-2020-21, 2021-22, 2022-23)	< IT returns acknowledgments and / or Audited Financial Statements / statements certified by Chartered Accountants to be provided for last two financial years>		Maximum Marks 15
	Company with net profit of up to 10%		5	

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	Company with net profit of 10% to 15%		10	
	Company with net profit of more than 15%		15	
5	Bidder should have direct presence for support in at least all the Four metro cities of India for related work.	Office Address's to be provided		Maximum Marks 10
	Company with spare warehouse in ten locations		3	
	Company with spare warehouse in twenty locations		7	
	Company with spare warehouse in more than twenty locations		10	
6	The bidder should have supplied/ provided network service / MPLS service and deployed SD-WAN solution in at least 1000 locations (for past 3 years combined) and continue to manage as on the date of this tender in at least two Government, private or public Banking & Financial Institutions/ organizations in India.	<Please attach evidences, order value, copies>		Maximum Marks 10
	Up to 2 customer reference		1	
	3 Customer reference		5	
	4 Customer reference		7	
	5+ Customer reference		10	
7	The bidder should have ISO 9001 and ISO 27001 for their remote support centre / managed services / NOC.	<Please attach evidences>		Maximum Marks 5
8	The OEM of the solution should have Technical support centre in India	<Please attach evidences>		Maximum Marks 10
	1 Technical Support Center in India.		3	
	2-4 Technical Support Center in India.		7	
	5+ Technical Support Center in India.		10	

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9	Bidder Should have head office in Mumbai	<Please attach evidences>	5	Maximum Marks 5
10	The Bidder should be an authorized highest-level partner of OEM of solutions quoted in the bid	<Please attach evidences, and use separate sheets as necessary>		Maximum Marks 10

.....
Signature of the authorized Signatory of Bidder
(Seal)
Name :
Designation :
Contact No (Mobile)

Annexure – 2: Bidder Bank Details

The bidder must furnish their bank details as per below format:

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

.....
Signature of the authorized Signatory of Bidder

(Seal)

Name :

Designation :

Contact No (Mobile)

Email Id

Annexure – 3: Acknowledgement of RFP Terms and Conditions

Date:

To,

Deputy General Manager
Information Technology Division,
ECGC Limited,
1st Floor, CTS No. 393, 393/1-45,
Sir Mathuradas VasANJI Rd, Bima Nagar,
Andheri East, Mumbai, Maharashtra 400053

Dear Sir/Madam,

Subject: Response to the Request for Proposal for “SOFTWARE DEFINED WIDE AREA NETWORK (SD-WAN) SOLUTION FOR ECGC LIMITED”

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

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

Annexure – 4: Technical Solution Requirements of SD-WAN Solution

S.NO	Item Description	Documents to be submitted	Compliance (Yes/No)	Marks
1	The bidder should be in business of providing network service / MPLS service for at least 5 years as on the date of this tender.	Work Order Copy		Maximum Marks 20
	Last 5 years		10	
	Last 5-15 years		15	
	More than last 15 years		20	
2	The bidder must have successfully implemented atleast 1000 MPLS VPN circuits for a single customer in the past 2 years.	Proof to be submitted		Maximum Marks 20
	Atleast 1000 VPN circuits		10	
	From 1000 to 2000 VPN circuits		15	
	Above 2000 VPN circuits		20	
3	The bidder should have own NOC and should be operational for at least 5 years as on the date of this tender.	Proof to be submitted		Maximum Marks 20
	Last 5 years		10	
	Last 5-10 years		15	
	More than last 10 years		20	
4	The Service provider backbone should be highly redundant, ensuring that there is no single point of failure. The bidder should have minimum two own Network Operating Center (NOCs) working in failover mode.	Proof to be submitted		Maximum Marks 20
	Exactly 2 NOCs		10	
	Between 3 – 4 NOCs		15	

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	5 or more NOCs		20	
5	Scalability of SD-WAN devices to cater future requirement without change in physical hardware and without additional cost to the company. (Aggregate bandwidth for different devices required are 20, 50, 200 & 1000 Mbps)	Proof to be submitted		Maximum Marks 20
	Two times scalability		10	
	Three times scalability		15	
	Four times scalability		20	

.....

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

Annexure – 5: Price / Financial Bid Format for SD-WAN Solution

REQUEST FOR PROPOSAL FOR SOFTWARE DEFINED WIDE AREA NETWORK (SD-WAN) SOLUTION FOR ECGC LIMITED

(Must be submitted in the 3rd sealed envelope)

ENTITYNAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

EMAIL: _____ WEB SITE: _____

We submit our Price/Financial Bid (fees) for the proposed assignment as under:

❖ **Price Commercial Summary:**

Sr.#	Description	One Time Cost (INR) (A)	Annual Recurring Cost (INR) (B)	5-year Cost (INR) (C= B * 5)	Total (INR) (D= A + C)
1	SD-WAN Solution				
2	MPLS Links- Primary				
3	MPLS Links- Secondary				
4	Internet Link- Primary				
5	Internet Link- Secondary				
6	P2P link Between DC and DR				
7	Any other cost				
TOTAL Cost of Ownership (TCO for 5 years)					

I. Unit Rate for SD-WAN Boxes:

Components	Make & Model	Unit Price Per Year
SD-WAN Box:		
Aggregate bandwidth = 10 Mbps		
Aggregate bandwidth = 40 Mbps		
Aggregate bandwidth = 80 Mbps		
Aggregate bandwidth = 200 Mbps		
Aggregate bandwidth = 300 Mbps		
Aggregate bandwidth = 400 Mbps		
Aggregate bandwidth = 500 Mbps		
Aggregate bandwidth = 1000 Mbps		
Add any other line item		

II. Current Requirement of MPLS Links- Primary & Secondary:

Sr. #	Location	Site Name- PIN Code	Primary B/W	Secondary B/W	Primary B/W Cost (Annual)	Secondary B/W Cost (Annual)
1	Mumbai	Andheri WRO- 400059	20	20		
2	Mumbai	Nariman Point Branch- 400021	40	40		
3	Mumbai	Bandra Branch- 400051	40	40		
4	Mumbai	Thane Branch- 400602	20	20		
5	Mumbai	Andheri NTT DC- 400072	500	500		
6	Mumbai	Andheri Head Office- 400069	200	100		
7	Chennai	Chennai Branch- 600002	20	20		
8	Chennai	Chrompet Branch- 600044	20	20		
9	Delhi	Pitampura Branch- 110034	20	20		
10	Delhi	NBCC Place (NRO)- 110003	20	20		
11	Delhi	Tolstoy Marg Branch- 110001	40	40		
12	Bangalore	Raheja towers- 560001	40	40		
13	Hyderabad	HACA Bhawan Branch- 500004	40	40		
14	Ahmedabad	Ushmanpura Branch- 380014	40	40		
15	Ahmedabad	GIFT City Branch- 382355	20	20		
16	Faridabad	Huda Market Branch- 121001	20	20		

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17	Jodhpur	Jodhpur Branch- 342003	20	20		
18	Jaipur	Jaipur Branch- 302001	20	20		
19	Vadodara	Vadodara Branch- 390007	20	20		
20	Varanasi	PCF Plaza- 221002	20	20		
21	Panipat	Panipat Branch- 132103	20	20		
22	Kolkata	Kolkata (ERO)- 700071	40	40		
23	Pune	Pune Branch- 411004	20	20		
24	Madurai	Madurai Branch- 625002	20	20		
25	Bhubaneshwar	Bhubaneshwar Branch- 751007	20	20		
26	Guntur	Guntur Branch- 522004	20	20		
27	Nagpur	Nagpur Branch- 440001	20	20		
28	Noida	Noida Branch- 201301	20	20		
29	Guwahati	Guwahati Branch- 781003	5	5		
30	Tuticorin	Tuticorin Branch- 628003	20	20		
31	Surat	Surat Branch- 395002	20	20		
32	Kanpur	Kanpur Branch- 208001	20	20		
33	Ludhiana	Ludhiana Branch- 141001	20	20		
34	Agra	Agra Branch- 282002	20	20		
35	Mangalore	Mangalore Branch- 575003	20	20		
36	Srinagar	Srinagar Branch- 190001	5	5		
37	Chandigarh	Chandigarh Branch- 160002	20	20		
38	Rajkot	Rajkot Branch- 360001	20	20		
39	Jalandhar	Jalandhar Branch- 144001	20	20		
40	Salem	Salem Branch- 636004	20	20		
41	Coimbatore	Coimbatore Branch- 641018	20	20		
42	Karur	Karur Branch- 639002	20	20		
43	Moradabad	Moradabad Branch- 244001	20	20		
44	Tirupur	Tirupur Branch- 641602	40	40		
45	Vizag	Vizag Branch- 530016	20	20		
46	Kochi	Kochi Branch- 682015	20	20		
47	Indore	Indore Branch- 452001	20	20		
48	Gurgaon	Gurgaon Branch- 122016	20	20		
49	Kollam	Kollam Branch- 691008	20	20		
50	Raipur	Raipur Branch- 492006	20	20		
51	Bangalore	Bangalore DR- 560100	250	250		
TOTAL						
GRAND TOTAL						

III. Requirement of Internet Link- Primary & Secondary:

Sr.#	Location	Site Name- PIN Code	Primary B/W	Secondary B/W	Primary B/W Cost (Annual)	Secondary B/W Cost (Annual)
1	Mumbai	Andheri NTT DC- 400072	200	200		
2	Bangalore	Bangalore DR- 560100	100	100		
TOTAL						
GRAND TOTAL						

IV. Requirement of Point-to-Point Link- Primary:

Sr.#	Location A	Location B	Primary B/W	One Time Cost (INR)	Primary B/W Cost (Annual)
1	Mumbai- Andheri NTT DC- 400072	Bangalore- Bangalore DR- 560100	200		

****The rates quoted above (I, II, III, IV) shall remain valid for the complete duration of the contract. All rates quoted should be exclusive of any taxes.**

NOTE: The PO will incorporate complete address of all the above-mentioned locations. Also, company reserves the right to place the order completely or partially as per above mentioned commercials.

.....

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

Annexure – 6: Proforma Bank Guarantee For Performance

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

Bank Guarantee No.: _____ Dated: _____

To,

ECGC Limited,

 1st Floor, CTS No. 393, 393/1-45,
 Sir Mathuradas VasANJI Rd, Bima Nagar,
 Andheri East, Mumbai, Maharashtra 400053

Reference: - Contract No.-----, awarded on -----

IN CONSIDERATION OF ECGC LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at ECGC Bhawan, CTS No. 393, 393/1-45, M.V. Road, Andheri (East), Mumbai, PIN 400069, Maharashtra, India. (hereinafter referred to as the "the Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having selected Messers..... a partnership firm / a company registered under the Companies Act, 1956/2013 having its Registered office at (hereinafter called the Vendor which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide Agreement dated _____ (hereinafter called as "the Work Order" which expression shall include any amendments/alterations to "the Work Order" issued by "the Company") for the work as stated in the Scope of Work in Request for Proposal (hereinafter called as RFP) FOR SOFTWARE DEFINED WIDE AREA NETWORK (SD-WAN) SOLUTION FOR ECGC LIMITED as stated in the said Work Order and the Company having agreed that the Vendor shall furnish a security for the performance of the Vendor's obligations and/or discharge of the Vendor's liability in connection with the said Work order and the Company having agreed with the Vendor to accept a performance guarantee,

1. We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs..... Rupees only) against any loss or damage, costs, charges and expenses caused to

or suffered by the Company by reason of non-performance and non-fulfilment or for any breach on the part of the Vendor of any of the terms and conditions of the said order.

2. We, Bank further agree that the Company shall be sole judge whether the said Vendor has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Company all the rights and defenses to which we as guarantors may be entitled to.
3. We, Bank further agree that the amount demanded by the Company as such shall be final and binding on the Bank as to the Bank's liability to pay and the amount demanded and the Bank undertake to pay the Company the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Vendor or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
4. We, Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Vendor from time to time or to postpone for any time to time any of the powers exercisable by the Company against the Vendor and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Vendor or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the Vendor or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.
5. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.
6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Vendor or dissolution

7. Notwithstanding anything contained herein above:

- (i) Our liability under this guarantee shall not exceed Rs.....
- (ii) This Bank Guarantee shall be valid upto and including; and
- (iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (validity + ---weeks from the date of expiry of this guarantee).

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

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

For Bank

(by its constituted attorney)

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

NOTE:-

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

Annexure – 7: Details of Professional staff

Details of Professional staff who will be engaged for the project (pre-Implementation, during Implementation and post Implementation during O & M)

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

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

Sr. No.	Details of similar work/ services undertaken	Brief Details of services undertaken in India/abroad and the Organization where assignment was undertaken	Period: From-To
1			
2			
3			
4			
5			

Annexure – 8: Queries Format

Sr No	Bidder Name	Page No (tender Ref)	Clause (tender Ref)	Description in the tender (tender Ref)	Query
1					
2					

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

Annexure – 9: Format for Letter of Authorization
(To be submitted on the Bidder's letter head)

To

The Deputy General Manager
Information Technology Department,
ECGC Limited,
1st Floor, CTS No. 393, 393/1-45,
Sir Mathuradas VasANJI Rd, Bima Nagar,
Andheri East, Mumbai, Maharashtra 400053

Letter Of Authorisation For Attending Bid Opening for Tender Ref: ECGC/Tender-06/IT/09/2024

The following persons are hereby authorized to attend the bid opening on _____ (date) in the tender for **“REQUEST FOR PROPOSAL FOR SOFTWARE DEFINED WIDE AREA NETWORK (SD-WAN) SOLUTION FOR ECGC LIMITED”** on behalf of M/S _____ (Name of the Bidder) in the order of preference given below:

Order of Preference Name Designation Specimen Signature

I

II

(Authorized Signatory of the Bidder)

Date _____

(Bidder's Seal)

1. Maximum of two persons can be authorized for attending the bid opening.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not submitted.
3. Please note that bid opening is done before the ECGC Auditors following internally laid down audit process.

Annexure – 10: Non-Disclosure Agreement Format

This confidentiality and non-disclosure agreement is made on the.....day of....., 20.....

BETWEEN

.....(Bidder), (hereinafter to be referred to as Bidder/Receiving Party which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns a company incorporated under the Companies Act, 1956/Indian Companies Act, 2013, or a firm registered under LLP Act, 2008/Indian Partnership Act, 1932 and having its principal office at(address).

AND

ECGC LIMITED (hereinafter to be called “ECGC”) which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns having its Registered Office at ECGC Bhawan, CTS No.393,393/1 to 45, M.V Road, Andheri East, Mumbai – 400069, ECGC Bhawan, CTS No.393,393/1 to 45, M.V Road, Andheri East, Mumbai – 400069, Maharashtra on the following terms and conditions:

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

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

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

1. Definitions

- a. **CONFIDENTIAL INFORMATION** means all the information of the Disclosing Party which is disclosed to the Receiving party pursuant to the business arrangement whether oral or written or through visual observation or in electronic mode and shall include but is not limited to trade secrets, know-how, inventions, techniques, processes, plans, algorithms, software programs, source code, semiconductor designs, schematic designs, business methods, customer lists, contacts, financial information, sales and marketing plans techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, clients, client data, business affairs, operations, strategies, inventions, methodologies, technologies, employees,

subcontractors, the contents of any and all agreements, subscription lists, customer lists, photo files, advertising materials, contract quotations, charity contracts, documents, passwords, codes, computer programs, tapes, books, records, files and tax returns, data, statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Solicitors, Barristers, Attorneys, Chartered Accountants, Company Secretaries, Doctors, Auditors, Surveyors, Loss Assessors, Investigators, Forensic experts, Scientists, Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872, legal notices sent and received, Claim files, Insurance policies, their rates, advantages, terms, conditions, exclusions, charges, correspondence from and with clients/ customers or their representatives, Proposal Forms, Claim-forms, Complaints, Suits, testimonies, matters related to any enquiry, claim-notes, defences taken before a Court of Law, Judicial Forum, Quasi-judicial bodies, or any Authority, Commission, pricing, service proposals, methods of operations, procedures, products and/ or services and business information of the Disclosing Party.

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

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

2. Covenant Not to Disclose

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

In this regard, any agreement entered into between the Receiving Party and any such person/s shall be forwarded to the Disclosing Party promptly thereafter. Prior to disclosing any Confidential Information to such person/s, the Receiving Party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. The Receiving party shall use the same degree of care in safeguarding the Confidential Information as it uses or would use in safeguarding its own Confidential Information, and shall take all steps necessary to protect the Confidential Information from any unauthorized or inadvertent use. In no event shall the Receiving Party take all reasonable measures that are lesser than the measures it uses for its own information of similar type. The Receiving Party and its Representatives will immediately notify the Disclosing Party of any use or disclosure of the Confidential Information that is not authorized by this Agreement. In particular, the Receiving Party will immediately give notice in writing to the Disclosing Party of any unauthorized use or

disclosure of the Confidential Information and agrees to assist the Disclosing Party in remedying such unauthorized use or disclosure of the Confidential Information.

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

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

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

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

3. Return of the Materials

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

4. Ownership of Confidential Information

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

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

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

5. Remedies for Breach of Confidentiality

- (i) The Receiving Party agrees and acknowledges that Confidential Information is owned solely by the disclosing party (or its licensors or agents) and that any unauthorized disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in an irreparable harm and significant injury and damage to the Disclosing Party which may be difficult to ascertain and not be adequately compensable in terms of monetary damages. The Disclosing Party will have no adequate remedy at law thereof, and that the Disclosing Party may, in addition to all other remedies available to it at law or in equity, be entitled to obtain timely preliminary, temporary or permanent or mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Disclosing Party against, or on account of, any breach by the Receiving Party of the provisions contained herein, and the Receiving Party agrees to reimburse the reasonable legal fees and other costs incurred by Disclosing Party in enforcing the provisions of this Agreement apart from paying damages with interest at the market rate prevalent on the date of breach to the Disclosing Party.
- (ii) The Receiving Party agrees and acknowledges that any disclosure, misappropriation, conversion or dishonest use of the said Confidential Information shall, in addition to the remedies mentioned above, make the Receiving Party criminally liable for Breach of Trust under Section 316 of the Bhartiya Nyaya Sanhita (BNS) 2023.

6. Term

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

7. Governing Law & Jurisdiction

This Agreement shall be governed by and construed with solely in accordance with the laws of India in every particular, including formation and interpretation without regard to its conflicts of

law provisions. Any proceedings arising out of or in connection with this Agreement shall be brought only before the Courts of competent jurisdiction in Mumbai.

8. Entire Agreement

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

9. Waiver

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

10. Severability

If any provision of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic or legal effect as the original provision or will be struck off and the remainder of this Agreement will remain in full force.

11. Notices

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

ECGC Ltd.: For letter- Through post
Deputy General Manager,
RMD
ECGC Limited
4th floor, ECGC Bhawan,
CTS No 393 M V Road Andheri (East) Mumbai 400069
For email: rmd@ecgc.in

(Name and Address of the bidder)
For email; _____ (email id of the bidders)

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

a) SIGNED SEALED & DELIVERED BY
THE WITHIN NAMED INSURANCE
COMPANY

b) SIGNED SEALED & DELIVERED
BY THE WITHIN NAMED (BIDDER)

In the presence of:

Witness: 1_____

Witness: 2_____

In the presence of:

Witness: 1_____

Witness: 2_____

Annexure – 11: Manufacturer's Authorization Form

Date:

To,

The Deputy General Manager
Information Technology Department,
ECGC Limited,
1st Floor, CTS No. 393, 393/1-45,
Sir Mathuradas VasANJI Rd, Bima Nagar,
Andheri East, Mumbai, Maharashtra 400053

Dear Sir/Madam,

Subject: Manufacturer's Authorization Form

We (*insert name of the manufacturer*), the manufacturers of original equipment Located at (*insert address of the registered office*) do hereby authorize M/s. (*insert Name and address of Supplier*) to submit a bid, negotiate and receive the order from you.

We hereby extend our full guarantee and warranty for the goods and services offered by the above-mentioned supplier. Warranty Services will be continued directly by us or by another authorized partner or dealer in the event of the above-mentioned supplier not being able to continue with the warranty services during the warranty period.

Furthermore, we confirm that warranty as per the terms and conditions for the equipment as mentioned in the RFP shall be provided at the quoted charges for 3 - 5 years as per each specification given by ECGC.

Thank you.

Yours faithfully,

Signature of the Authorized person

Name:

Designation:

Phone No (Mobile):

Fax and Email Address:

Official Seal:

Annexure – 12: Code of Integrity Declaration

I/We working as _____ in _____ (name of the Bidder and its address in full be mentioned), hereby solemnly affirm and declare that I/We have been authorized by the firm/Company to sign the bids. I/We, hereby declare and certify, on behalf of the firm/Company, that we have accepted all the terms & conditions mentioned in theand we shall abide by all the terms & conditions of RFP/Agreement.

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/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/contract.

I/we further declare that in relation to my/our Bid submitted to ECGC, in response to RFP NO.....,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 bidders, and would also subject me/us to other punitive and penal actions such as, but not limited to, cancellation of contracts, banning, debarring and blacklisting or action in the court of Law, and so on.

Signature of Authorized Signatory of the Bidder with Seal & Stamp

Date :

Place:

Name:

Contact No (Mobile)

Email Id