

FOR Appointment of Vendor for the design, development and Management of Mobile App

Ref: ECGC/Tender-05/IT/10/2019-20

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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 Corporation'), a company wholly owned by Government of India and set up in 1957, invites competitive Bids from vendor(hereinafter referred to as ('the Bidder(s)'.) for "Appointment of Vendor for the design, development and Management of Mobile App".

The "Technical and Price/Commercial 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 Corporation's website www.ecgc.in.

Please note that all the required information asked needs to be provided. Incomplete information may lead to rejection of the Bid. The Corporation 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 Corporation'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.

1.2. Schedule of events

1.2. Schedule of events		
Bid Document Availability	The Bid Document can be downloaded	
	from website up to 15.11.2019	
Last date of submission of Bids	03.00 PM on 15.11.2019	
Pre-Bid meeting	10:00 AM on 05.11.2019.	
Opening of Technical Bids	11:00 AM on 18.11.2019.	
Solution Presentation by Bidder	Date and time shall be intimated later.	
Opening of Price/Commercial Bids	Within fifteen days of opening of	
	Technical Bids. Date will be	
	communicated to such Bidder(s) who will	
	qualify in the Technical Bids.	
Contact Details:		
Deputy General Manager (Informat	ion Technology) : 022-6144 8155	
Assistant General Manager (Information Te	echnology) : 022 -6144 8153	
Senior Manager (Information Technology) : 022 – 6144 8168		
Assistant Manager (Information Technology) : 022 – 6144 8103		
Address for Communication and	Deputy General Manager (Information	
submission of Bid.	Technology)	
	ECGC Limited, Information Technology	
	Division, The Metropolitan, 7 th Floor, C –	
	26/27, E Block, Bandra-Kurla Complex,	
	Mumbai – 400 051	
Telephone	022-6144 8153/68/03	
All correspondence / queries relating to	it@ecgc.in	
this RFP Document should be sent to /		
through following email ID only		
,		

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

3. Instructions for Bidder(s)

3.1. General Instructions

- 3.1.1 Before bidding, the Bidder(s) are requested to visit the ECGC website https://www.ecgc.in and also carefully examine the 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, 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.
- **3.1.8** Bids shall be submitted in two parts i.e. (1) Technical Bid and (2) Price/Commercial Bid.
- 3.1.9 The Bidder shall submit the Technical Bid as per the form provided underAnnexure 1 and the same shall be enclosed in single sealed envelope.
- 3.1.10 The Bidder shall submit the Price/Commercial Bid as per the form provided under Annexure 6 and the same shall be enclosed in another sealed envelope.
- 3.1.11 Supporting documents are to be submitted in the Technical as well as Price/Commercial Bids. Incomplete or partial submission of relevant documents will lead to disqualification.
- 3.1.12 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.
- 3.1.13 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 Corporation 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.
- **3.1.14** Each Bidder can submit only one Bid.
- **3.1.15** 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 Corporation.
- **3.1.16** The Bidder should commit to provide the resources desired by the Corporation 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 Corporation 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 60 days from the closing date of the RFP. Bidders are requested to offer 60 days 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 Corporation.

3.4. Description of Work, General Requirements and Scope of Work

The objective of the RFP is to select a bidder who will design, develop, integrate and maintain a Bilingual Mobile Application supporting English and Hindi language to provide information about ECGC products and services to its clients/Non-clients and interface for using ECGC services. The brief scope of work is given below. APP must be complied with STQC guidelines.

i. Description of work

- i. To integrate easy to use content management system for easily managing overall content of the app.
- ii. To make Mobile App accessible on Android, iOS platforms.
- iii. To provide information to its clients/users with minimum number of clicks.
- iv. Enhance the presentation of the content so that they sync with the growth oriented approach of ECGC.
- v. Make the App available in Google Play Store/App store (iOS) for downloading to the users.

ii. General requirements

- Should make use of data available in the existing Database and reduce duplicate data entry, and facilitate master data updates as and when required from Existing ECGC applications so as to avoid duplicate data entry.
- ii. Must have option for users to provide feedback on the mobile app, a quick way to report bugs, and provide suggestions or criticisms.
- iii. Feature an interface that focuses on usability. The best way to do this is to follow the general application hierarchy.
- iv. Incorporate analytics into mobile app, to track and identify users experience and actions.

- v. The solution will have the flexibility to interact with other existing systems.
- vi. The solution architecture should be able to address the future scalability requirements, in terms of both application (to add new services) and infrastructure
- vii. App should be easily customizable and Easy to Administer the Database.
- viii. Network level security, traffic to be encrypted using secured connectivity
- ix. Continuity Measures, risk management plan for the continuity of services, data backup policy, and business continuity plan.
- x. Functional Requirement Documentation, App Design Documentation, App Installation guide, App Administration guide and App User Operation document to be provided.
- xi. Identify the App limitations
- xii. Identify Risks if any post App implementation along with mitigation plan.
- xiii. Storage Disk space and Memory required for the proposed App.
- xiv. List out the assumptions related to load & infrastructure (such as mobile specifications, internet bandwidth etc.) so that response time is always < 3 seconds
- xv. Delivery should be in the form of a published app in the respective market place and will be the property of the ECGC.
- xvi. Must have menu for user's Suggestion, Complaint, and Feedback at the time of exit.
- xvii. Functional Requirement Study, Development of modules for application including data preparation, data migration, module testing.
- xviii. Integration with existing systems in ECGC.
- xix. Performance Testing, Security Testing & Usability Testing certification from recognized authority.
- xx. Capacity Building
- xxi. Overall Integration, User acceptance testing & Go-Live
- xxii. Vendor shall be responsible for all Hardware, software, resources required for the development of Mobile APP.
- xxiii. UAT and Testing must be done at ECGC's location.
- xxiv. Mobile App download based on phone OS and services
- xxv. Look for update application with permission to download
- xxvi. One time download. No running cost for user.

- xxvii. Handover and Capacity building to ECGC, so that they are capable enough to continue to Design, Build, Operate the proposed Solution.
- xxviii. Option for displaying ads of company.
- xxix. Backup solution must be provided.
- xxx. Vendor shall test and showcase the seamless restoration from the backup.
- xxxi. Selected Bidder will be required to submit the NDA as per Annexure 12.

iii. Scope of Work

The description of scope of work shall broadly cover the following:

To design and develop a bilingual Mobile Application, in English and Hindi with brief scope of work for this mobile app is given under below and the more specific scope of work is available under Annexure 11.

- a) For general public/ prospects: Short profile of ECGC, Products Lists for policy, ECIB and MLT sector, Service Network, nearest Branch locator, News and Events, important notifications, calling facility, etc.
- b) For customers (PHs /Banks): Policy Active policy/s details, active CLA details,
- c) DP balance, Declaration details, Country classification, forms and circulars,
 BSAL for Whole turnover policies, claim status, premium calculator, nearest
 Branch locator, etc.
- d) ECIB: Active ECIB cover, SAL / BSAL for Whole turnover covers, declaration position, DP balance, country classification, ECIB premium calculator, forms & circulars, nearest Branch locator, etc.

e) Accessibility of Mobile Apps structure

The following main accessibility criteria should be adhered to:

- i. Develop user friendly Mobile App
- ii. Structure overall content with proper tagging to make them screen reader friendly
- iii. Ensure compatibility with platforms like Android and iOS.
- iv. Develop Resolution independent design structure.
- v. Design should be coded Open Source Tools.
- vi. Open source database should be used.

f) Resolution Independent Mobile Apps Structure

It must be ensured that Mobile App adjusts itself automatically as per the screen resolution of the Mobile i.e. 1024*768, 1200*800 etc. Resolution independent Mobile app will automatically expand/compress itself as per the screen resolution and hence there should not be any vertical scroll in the Mobile Apps structure.

g) Platform Independent Application structure

- It should be ensured that Mobile App works flawlessly across different platforms.
- ii. It should not occupy excess client's Mobile/ tablet RAM.
- iii. Permission for storage, call facility should be made available.
- iv. Screenshot permission must not be allowed.

h) **Dynamic Content Management System (CMS) Features**:

User department should have following features for making changes in the Mobile Apps content:

- i. Dynamic menus: Menus and submenus should be created based on the page-tree as pages are added and subtracted. These should be styled entirely through CSS and stored in database. Menu items should have conditional states.
- ii. Audit Trail: Administrators should have access to one log in the backend or individual logs of each page where he can view from which ever place the Mobile App is viewed with daily reports.
- iii. User Privileges: An administrator can grant as little or as much control to content editors or groups as needed to other controlling accounts to the Mobile Apps, which means if a user has to update any section in Mobile Apps for example tender section then user can modify only tender section. All other sections should appear disabled to that user.
- iv. CSS Styled Content: All aspects of the core functionality should be styled on the Mobile App. Most extensions should be styled through CSS
- v. Minimal Training Required: Editing content is as easy as editing in Microsoft word.

- vi. Menu links should be automatically generated as an editor adds pages and most content elements features wizards for further ease of use.
- vii. Every single element on the Mobile Apps can be modified easily.

i) Content Integration

The content of the Mobile shall be integrated to existing website of ECGC. It should integrate the existing site content into the new Mobile App structure and should get approved from ECGC's assigned representative to ensure correctness.

j) Feedback Management

- This shall help user department in collecting feedback from Mobile App users.
- To develop an online form for collecting feedback from Mobile App users.
- iii. All the feedback data should be emailed to the designated officer's email ID.
- iv. A copy of all the feedbacks received should be stored in Database on the server for subsequent review by the administrator

k) Mobile Apps Statistics and analysis

i. To help user department in analyzing the popularity of the Mobile App and visitors behavior pattern on the Mobile App by logging two primary type of information:

Events

Number of clicks

Number of queries

app_clear_data

app open or update

Notifications opened, dismissed, Notification in foreground and background

OS update

User Engagement

Property

App Version

Location/State/City of usage

Device Brand

Device Category

Device Model

Language

Download data from APP store.

I) Search Engine Optimization

This feature should ensure that Mobile App is registered in Public Search Engines on appropriate keywords and is displaying the correct information in search description. Following to ensure appropriate search engine results:

m) Manually submit Mobile Apps to top search engines including Google, yahoo, Bing & Live

n) Security Auditing from Cert-in empaneled auditor

Security clearance certificate should be provided before hosting it. The bidder shall provide security clearance certificate from Cert-in empaneled auditor to address this requirement. The bidder shall handle the entire process related to obtaining this certificate.

o) Onsite training

Onsite 7 days training to user department at ECGC office to train them on the overall workflow of the developed solution and backend administration functions

p) Technical Support & Maintenance

Bidder shall provide two years of onsite technical support to address analyze and fix any technical glitches within the existing features within 4 working hours. The scope of technical support includes rectification of errors within the already developed solution. The bidder support shall also be available via email, phone, remote login etc. The vendors shall provide support in emergency situation beyond support window and holidays, whenever required.

The AMC of Mobile App shall include bug fixation, troubleshooting, upgradation and updates for a period of 2 years from the date of successful deployment. The updation /maintenance in the source code of the Mobile Apps should also include quality assurance (as per NIC guidelines) i.e. Mobile App should be hosted after extensive testing and 100% bug free.

q) Development & Hosting Environment

- Front-end Mobile App shall be designed and developed in a visually rich and appealing format.
- ii. Web development/Hosing services should be supported on Windows & Linux platform using the state of the art technologies such as PHP/ASP .NET 3.5 or later and My SOL / Ms SQL/PostgreSQL Database Server.
- iii. Mobile APP shall be designed and developed using latest technology/language like Phython, Java or LAMP stack etc..

r) Implementation and Testing:

- i. The selected Bidder will carry out the implementation as per the requirements and contents finalized during the preceding phases. During this stage the vendor will provide access of the completed pages/module by ECGC for user testing and feedback.
- ii. After completion of development efforts, final testing will be carried out by the Bidder's Quality Assurance (QA) team for the final Mobile App. The detailed QA report will be shared with ECGC, for final testing of Mobile Apps by ECGC team. This testing will include performance testing of Mobile App after hosting.
- iii. Selected bidder would create an account on the respective App store. The cost of the same would be borne by selected bidder.
- iv. The Mobile Apps developer would ensure to make the Mobile App commercially viable by way of advertisement.

s) Home page structure:

Homepage Content Structure should give direct access to most soughtafter / important information through the home page itself to improve the ease of usage of the Mobile Apps.

3.5. The bidding documents

3.5.1 Documents constituting the Bid:

The Documents constituting the Bid include:

- (i) Technical Bid (as per the form provided under Annexure -1)
- (ii) Price/ Commercial Bid (as per the form provided under Annexure -6)
- (iii) All other / supporting documents and Annexures as attached.

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. Preparation of bids

3.6.1 Language of Bid

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

3.6.2 Documents Comprising the Bid

- 3.6.2.1 Documents comprising the Technical Bid envelope 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) Technical Bid Form as per Annexure 1
 - b) Supporting documents as mentioned in Annexure 1
- **3.6.2.2** The papers like Forms, supporting documents as mentioned above etc. should be submitted in one lot in one envelope.
- 3.6.2.3 Any Technical Bid not conforming to the above list of documents will be rejected.

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

3.6.3 Price / Commercial Bid

3.6.3.1 Each Bidder is required to complete a Price/Commercial Bid Envelope, comprising of the Price/Commercial Bid Form as per Annexure - 6 on the letter head of the Bidder.

3.6.4 Bid Form

The Bidder shall complete both the aforesaid Envelopes containing the Technical and Price/Commercial Bids, along with the requisite documents wherever mentioned and submit them simultaneously to the Corporation in a single outer envelope. Bids are liable to be rejected if all Bids (Technical Bid and Price/Commercial Bid) are not received together.

3.6.5 Bid Prices

- **3.6.5.1** Prices are to be quoted in Indian Rupees only.
- **3.6.5.2** 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.
- 3.6.5.3 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.

3.6.6 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 Corporation's satisfaction.

3.6.7 Partial bids

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

3.6.8 Period of Validity of Bids

- **3.6.8.1** Bids shall remain valid for a period of 60 days from the date of opening of the Bid.
- 3.6.8.2 In exceptional circumstances, the Corporation 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.
- **3.6.8.3** The Corporation reserves the right to call for fresh quotes any time during the validity period of the Bid, if considered necessary.

3.6.9 Format and Signing of Bid

3.6.9.1 Each Bid shall be in two parts:

Part I – Technical Bid.

Part II - Price/Commercial Bid.

Both parts should be in two separate sealed NON-WINDOW envelopes bearing the Bidder's name and address (return address), each super-scribed with "Tender Subject" as well as "Technical Bid" and "Price/Commercial Bid" as the case may be.

- 3.6.9.2 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 unamended printed literature.
- 3.6.9.3 Any inter-lineation, erasures or overwriting shall be valid only if they are authenticated by the person signing the Bids. The Corporation reserves the right to reject bids not conforming to above.
- 3.6.9.4 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.

- 3.6.9.5 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.
- 3.6.9.6 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.
- 3.6.9.7 GLOSSARY: 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.

3.7. Submission of bids

3.7.1 Sealing and Marking of Bids

- 3.7.1.1 The Bidder(s) shall seal the NON-WINDOW envelopes containing one copy of "Technical Bid" and one copy of "Price/Commercial Bid" separately and both 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).
- **3.7.1.2** The inner envelopes shall be addressed to the Corporation at the address given for submission of Bids in Section 1 above and marked as described in Clauses above.
- **3.7.1.3** The outer envelope shall:
 - a) Be addressed to the Corporation at the said address given in Section 1.2; and
 - **b)** Bear the Project Name
- **3.7.1.4** All envelopes should indicate the name and address of the Bidder on the cover.
- 3.7.1.5 If the envelope is not sealed and marked, the Corporation will assume no responsibility for the Bid's misplacement or its premature opening.

3.8. Deadline for Submission of Bids

- 3.8.1 Bids must be received by the Corporation at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.
- 3.8.2 In the event of the specified date for submission of Bids being declared a holiday for the Corporation, the bids will be received up to the appointed time on the next working day.
- 3.8.3 The Corporation 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 Corporation 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 Corporation's website.

3.9. Late Bids:

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

3.10. Modification and Withdrawal of Bids

- 3.10.1 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 Corporation in writing, along with its reasons for the same.
- 3.10.2 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 Corporation, 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 Corporation in writing, along with its reasons for the same.
- **3.10.3** No Bid may be modified after the deadline for submission of Bids.
- 3.10.4 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.

3.11. Opening and evaluation of bids

3.11.1 Opening of Bids by the Corporation

- 3.11.1.1 The Corporation 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 also 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.
- **3.11.1.2** The Corporation 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.
- **3.11.1.3** 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.

3.11.2 Preliminary Evaluation

- 3.11.2.1 The Corporation will examine the Bids to determine whether they are complete, whether the required formats have been furnished, the documents have been properly signed, and that the Bids are generally in order.
- **3.11.2.2** Prior to the detailed evaluation, the Corporation 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.
- **3.11.2.3** The Corporation's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 3.11.2.4 If a Bid is not responsive, it will be rejected by the Corporation and such a Bid may not subsequently be made responsive by the Bidder by correction of the nonconformity.

3.11.3 Evaluation of Bids

- 3.11.3.1 Only those Bidders and Bids which have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Corporation for further detailed evaluation. The Bids which do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
- **3.11.3.2** The Corporation reserves the right to evaluate the Bids on technical & functional parameters.
- 3.11.3.3 The Technical Evaluation would be first carried out as per the Evaluation Criteria specified in Part I of Annexure- 4 of this RFP. The Bidders who score minimum of 70% in this Part shall be deemed to be qualified. The qualified Bidders in Part I will be informed and called for making presentation before the ECGC Technical Evaluation Committee for this RFP, and will be evaluated as per Part II of the Evaluation Parameters as specified in Annexure 4.
- 3.11.3.4 During evaluation and comparison of Bids, the Corporation may, at its discretion ask the Bidders for clarification of their bid. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the bidder shall be entertained.

3.11.4. Evaluation of Price Bids and Finalization

- 3.11.3.1 The Bidder(s) from the list of earlier shortlisted Bidder(s) shall be deemed eligible for further evaluation and Price/Commercial bids for these Bidder(s) shall be opened.
- **3.11.3.2** The Price/Commercial Bid will be scored on a total of 100 as under:

 $Cs = (Cmin / Cb) \times 100 \text{ where,}$

Cs = Commercial score of the Bidder under consideration

Cmin = Lowest Price/Commercial Bid quoted

Cb = Price/Commercial Bid under consideration

- **3.11.3.3** 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

- 3.11.3.4 Corporation may waive off any minor infirmity or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any Bidder.
- **3.11.3.5** Corporation reserves the right to reject any or all incomplete Bids.
- 3.11.3.6 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.
- **3.11.3.7** The queries may be communicated only through the e-mail id provided, IT@ecgc.in the format provided in Annexure 8
- 3.11.3.8 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.

3.11.4 Contacting the Corporation

- 3.11.4.1 No Bidder shall contact the Corporation on any matter relating to its Bid, from the time of opening of Price/Commercial Bid to the time the Contract is awarded.
- 3.11.4.2 Any effort by a Bidder to influence the Corporation in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid and barring from any future RFPs / contracts / business with ECGC.

3.11.5 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 that had high score in technical evaluation (Part - I and Part - II) 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

3.11.6 Corporation's Right to Accept Any Bid and to reject any or All Bids:

- 3.11.6.1 The Corporation 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 or Bidder(s) or any obligation to inform the affected Bidder or Bidders of the grounds for the Corporation's action.
- **3.11.6.2** All decisions taken by the Corporation are binding and final.

3.11.7 Performance Bank Guarantee

- 3.11.7.1 The successful Bidder (hereinafter referred to as the 'Vendor') shall be required to submit a Performance Bank Guarantee ("PBG") as per proforma attached as Annexure 5 for a value equal 10% of the Contract value (inclusive of applicable taxes), valid for the period of the Contract (plus additional 8 weeks for claim period) from the date of satisfactory acceptance/ sign off by ECGC.
- 3.11.7.2 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.
- 3.11.7.3 In case the contract period is extended beyond six months due to nature of work, the PBG shall have to be extended / renewed / reissued for the new / extended contract period, including the claim

period. The Vendor to make provisions for submission of extended PBG atleast two weeks before the expiry of the original term of PBG in such case.

3.11.7.4 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 Corporation 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.

4.1 TERMS AND CONDITIONS OF CONTRACT (TCC)

4.1.1 Definitions:

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

- **4.1.1.1** "The Corporation" means ECGC Limited.
- **4.1.1.2** "Vendor" is the successful Bidder whose Technical Bid has been accepted and gets the highest combined technical and commercial score and to whom notification of award has been given by the Corporation.
- **4.1.1.3** "The Services" means the scope of services which the Vendor is required to provide ECGC under the Contract.
- **4.1.1.4** "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;
- 4.1.1.5 "The Contract Price" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- **4.1.1.6** "TCC" means the Terms and Conditions of Contract;
- 4.1.1.7 "The Project" means Appointment of Vendor for the design, development and Management of Mobile App

4.1.2 DISTINCTIVE TERMS & CONDITIONS

4.1.3 Scope of Work

As described in clause 3.4 of The Request for Proposal (RFP) Document and as per annexure 11 attached.

4.1.4 Payments

- **4.1.4.1** Payment shall be made in Indian Rupees.
- **4.1.4.2** Payment shall be made via electronic fund transfer only to the bank account specified, as per the form provided under Annexure -3, in the RFP response.
- **4.1.4.3** No payment shall be made in advance on award of the contract.
- 4.1.4.4 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.

- **4.1.4.5** All payments shall be subject to TDS and any other taxes as per the tax rules prevalent at the time of payment.
- 4.1.4.6 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.
- **4.1.4.7** Any decrease in taxes must be passed on to ECGC.

4.1.5 Damages/ Liability clause.

ECGC reserves the right to deduct from the total contract price to be paid to the vendor in such manner in the event of the following:

No.	Condition	LD%
	Delay up to one fourth period of the prescribed period /	
1	completion of work	2.5%
	Delay exceeding one fourth but not exceeding half of the	
2	prescribed period / completion of work	5.0%
	Delay exceeding half but not exceeding three fourth of the	
3	prescribed period / completion of work	7.5%
	Delay exceeding three fourth of the prescribed period /	
4	completion of work	10%

- b) The maximum amount of liquidated damages shall not exceed contract value.
- c) If the agency requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance, with justifications, but not after the stipulated date of completion of Delivery. Delivery period may be extended with or without liquidated damages if the delay in the supply of services is on account of hindrances beyond the control of the bidder.

4.1.5.1 Limitation of Liability

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

4.1.6 Service Delivery Location

The major scope of work as mentioned above will be required to be delivered at ECGC onsite location at ECGC Limited, C - 26 / 27, The Metropolitan, 7th Floor, Bandra Kurla Complex, Bandra East, Mumbai - 400051. However, the Vendor's team would be required to travel to ECGC's Registered Office in Mumbai or nearby locations in Mumbai, for meetings with / discussions with / presentations to ECGC's Senior Management.

4.1.7 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. These will form the basis of delivery timelines and of the payment schedule (as per the tender), subject to **outer limit of three months**. The exact specifications of the timeliness and consequent milestone-based payment schedule shall be mutually agreed upon with the Vendor, subject to no advance payments. Any extension for any milestone, if attributable to the Vendor and if allowed, will be with liquidated damages of 2% of the contract value per day, up to 5 days; beyond which it will be treated as a breach of contract. 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.

4.1.8 Termination

In case of a breach (material in nature) under the Contract or any other subsequent documents containing obligations agreement/purchase order, ECGC shall notify the vendor and give a period of further maximum 7 days (total 15 days including caution period) to rectify the breach as to ECGC's satisfaction. In case the breach is not rectified to the ECGC's satisfaction, ECGC may terminate the contract.

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.

4.1.9 Indemnity

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

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

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

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

- (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- (ix) if a Party makes a claim under the indemnity set out under Clause 4.1.9.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

4.1.10 Arbitration

In the event of a dispute or difference of any nature whatsoever between ECGC and the Vendor during the course of the Contract, the same shall be referred to arbitration comprising of a sole arbitrator. The Arbitration shall be carried out in English language at ECGC office in Mumbai and as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended in 2015). The seat of Arbitration shall be Mumbai.

4.1.11 Governing Law and Jurisdiction

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

4.1.12 Survival

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

4.1.13 Working on ECGC's Holiday

Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to respective locations head. The 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.

4.1.14 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 Corporation 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 Corporation in writing of such condition and the cause thereof. Unless otherwise directed by the Corporation 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.

4.1.15 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.

4.1.16 Rights of the Corporation:

- **4.1.16.1** 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.
- 4.1.16.2 While processing the Bids, ECGC further reserves the right to delete or reduce any item or section contained the Tender Document or in the Scope of Work at Clause 4.1.2.3 without assigning any reason thereof.

4.1.17 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. Bidder shall protect the Corporation against any claims thereof.

4.1.18 Intellectual Property Right (IPR): -

The Bidder shall provide Reports, Documents and all other relevant materials, artifacts etc. during the Assignments to ECGC Ltd. and ECGC Ltd. shall own all IPRs in such Reports, Documents and all other relevant materials, artifacts etc. All documents related to such shall be treated as confidential information by the Bidder. The ownership of all IPR rights in any and all documents, artifacts, etc. (including all material) made during the Term for Assignment under this Agreement will lie with ECGC Ltd. Subject to:

If the bidder uses any pre-existing IPRs of the bidder for the deliverables, ECGC is entitled to use them in consideration of the fees paid. The bidder shall give the license to use such IPRs

4.1.19 Representation and Warranties

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

- i. Responsibilities for data and application privacy and confidentiality.
- ii. Responsibilities on system and software access controls and administration.
- iii. Custodial responsibilities for data, software, hardware and other assets of Corporation being managed by or assigned to vendor.
- iv. Physical security of the Services / Equipment provided by the vendor.

Vendor shall also be required to comply with statutory and regulatory requirements as imposed by various statutes, labor 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.

Section - 5

ANNEXURES

Annexure - 1: Company Profile / Eligibility / Technical Bid

Sr No	Description	Details
1	Name of the company	
2	Legal Status (eg.	<certified certificate="" copy="" of="" of<="" th="" the=""></certified>
	Proprietorship, partnership,	Incorporation issued by the Registrar of
	limited liability partnership,	Companies / Partnership Deed>
	corporation etc. (attach a copy	
	of certificate of incorporation)	
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 /	(i)
	Management / Promoters /	(ii)
	Partners	(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=""></copy>
11	TIN of the bidder	<copy required=""></copy>
12	GST Registration No.	<copy required=""></copy>
13	Details of managerial,	< Undertaking of the organization
	supervisory, and other staff	confirming the availability of the adequate
	available	manpower of requisite qualification and

		experience for deployment in ECGC. >
14	Organization should have work	< Evidences like confirmations from
	experience in similar nature of	client person email address or work
	work-related to Technical	completion certificates should be provided
	knowledge.	along with the bid. >
15	The Bidder should have a	
	Average turnover of INR ₹2.5	Audited AR / Balance Sheet / CA Certified
	Crore or higher and should be	Statements for the period.
	profitable for the period 2016-	
	2017, 2017-2018 and 2018-	
	2019	
16	Power of Attorney/authorization	
	for signing the bid documents,	
	if applicable.	
17	Copy of entire tender document	
	duly signed and stamped on	
	each page as a token of	
	acceptance is to be attached.	
18	The Bidder should not have	< A self-declaration by the Bidder on its
	been black listed by any Govt.	letter head.>
	Financial Institutions / Banks /	
	Government / Semi-	
	Government departments in	
	India.	
19	The firm or its affiliates should	< A self-declaration by the Bidder on its
	have never been blacklisted /	letter head.>
	barred / disqualified by any	
	regulator / statutory body/	
	judicial or any other authority.	
20	The Bidder's Firm should not	< A self-declaration by the Bidder on its
	be owned or controlled by any	letter head.>
	Director or Employee of ECGC	
	Ltd.	
21	Completion of Mobile APP	<please and="" attach="" evidences,="" th="" use<=""></please>
	development One project for	separate sheets as necessary>

at least a minimum value of	
₹40.00 Lakhs or two projects	
worth ₹25.00 Lakhs each.	
Relevant experience in	<please a="" attach="" if<="" separate="" sheet,="" th=""></please>
Insurance/Banks /Financial	required. (Give scope of work for each
Institutions, if any.	assignment) with letters of award/
	completion certificate from the respective
	organizations supporting the same.>
Number of professional staff	< Resume of the identified team persons
who are proposed to be	in the format enclosed as CV format to
associated for executing the	this document (Annexure - 7). >
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.	
	worth ₹25.00 Lakhs each. Relevant experience in Insurance/Banks /Financial Institutions, if any. 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

.....

Signature of the authorized Signatory of Company

(Company Seal)

Name:

Designation:

Contact No (Mobile)

Email Id

Annexure - 2: Bank Details

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

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

Annexure - 3: Acknowledgement

Date:

To,
Deputy General Manager
Information Technology Division,
ECGC Limited,
The Metropolitan, 7th Floor,
C-26/27, E Block, BKC,

Dear Sir/Madam,

Mumbai - 400051

Subject: Response to the Request for Proposal for Appointment of Vendor for the design, development and Management of Mobile App

- 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	of the clauses and bidding process of
this Tender Document.	
Signature of the authorized Signatory of Company	'
(Company Seal)	
Name :	
Designation:	
Contact No (Mobile):	Email ID:

Annexure - 4: EVALUATION CRITERIA

Evaluation Parameters

Each Bidder will be evaluated on the scale of 100 marks on the following criteria. Seventy-Five marks have been fixed for Technical Bid and twenty-five marks for presentation.

			Detailed	Marking Syst	tem		
1			Compan	y Competence	9		30
1.1	Annual Turnover - Prime bidder's average annual turnover for the period 2016-2017, 2017-2018 and 2018-2019. Audited Financial Statements/ Auditor's certificate to be submitted.						
	Between ₹3.00) Cr -₹6.00 Cr	Between	₹6.0 - ₹9.00 Cr	Greate	r than 9.00 Cr	
	(6 Ma			Marks)	•	Marks)	
1.2	Ministry/State	e/ Central Go	ovt. / UT Adm ward or Orde	ninistration/ Sen	ni Goveri	20 Lakh each in any nment Organization/ Credential letter /	20
	3 Projec	cts	>3 and <=	6projects	>6 բ	projects	1
	(10 mar	ks)	(15 M	arks)	(20) Marks)	
•	Number of t	full time emp	oloyees work	king on Software	e Develo	pment & IT services	46
2	15-25	25-50	oloyees work	king on Software	Т	pment & IT services Nore than 100	10
2			-	- I	M		10
2	15-25	25-50	50-75 (6 Marks)	75-100	M	lore than 100	10
	15-25 (2 Marks)	25-50 (4 Marks)	50-75 (6 Marks) Domai	75-100 (8 Marks)	(10	lore than 100	
3	15-25 (2 Marks)	25-50 (4 Marks)	50-75 (6 Marks) Domai	75-100 (8 Marks) in Experience nobile app develon the last 3 year	(10 opment	lore than 100 Marks)	30
3	15-25 (2 Marks)	25-50 (4 Marks)	50-75 (6 Marks) Domai g at least 5 m Platform	75-100 (8 Marks) in Experience hobile app develoin the last 3 year	opment rs.	More than 100 Marks) projects on Android	30
3.1	15-25 (2 Marks) Experience 4-8 (3 Marks) Experier	25-50 (4 Marks) e of executing 9-12 (6 Marks)	50-75 (6 Marks) Domai g at least 5 m Platform 13-1 (9 Mai ing at least 5	75-100 (8 Marks) in Experience hobile app develoin the last 3 year 6 17- rks) (12 M	opment rs. 20 larks)	More than 100 O Marks) projects on Android More than 20	30
3	15-25 (2 Marks) Experience 4-8 (3 Marks) Experier	25-50 (4 Marks) e of executing 9-12 (6 Marks)	50-75 (6 Marks) Domai g at least 5 m Platform 13-1 (9 Mai ing at least 5	75-100 (8 Marks) in Experience nobile app develoin the last 3 year 6 17- rks) (12 Marks) in the last 5 year	opment rs. 20 Marks)	More than 100 O Marks) projects on Android More than 20 (15 Marks)	30

(12 Marks)

(15 Marks)

(9 Marks)

(3 Marks)

(6 Marks)

	Demonstration of in-depth understanding of the	Technical		
4	ECGC's project requirements through the	Response to Bid		
	Technical Bid (As per Technical Evaluation of		10	
	documentation response to Technical Bid by ECGC			
	Technical Evaluation Committee)			
	Total		80	
Part II				
1	Presentation before the Technical Evaluation	Solution		
	Committee of ECGC that	Presentation		
	demonstrates in-depth understanding of			
	ECGC Limited's			
	Requirements, supplementing the technical		20	
	proposals made, and focusing on Approach &		20	
	Methodology of successfully managing the project			
	(Shall be evaluated by the designated members of			
	ECGC Technical Evaluation			
	Committee.)			
Total (F	Part I + Part II)		100	

Signature of the authorized Signatory of Company

(Company Seal)

Name:

Designation:

Contact No (Mobile)

Email Id

Annexure - 5: PROFORMA BANK GUARANTEE FOR PERFORMANCE

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

IN CONSIDERATION OF ECGC LIMITED, a company incorporated under the
Companies Act 1956 and having its registered office at 10 th Floor, Express Towers,
Nariman Point, Mumbai 400021 (hereinafter referred to as the "the Purchaser" 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 placed an order
on Messers a partnership firm / a company registered under the
Companies Act, 1956 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
order No dated (hereinafter called "the order" which
expression shall include any amendments / alterations to "the order" issued by "the
Purchaser") for as Appointment of Vendor for the design, development and
Management of Mobile App stated in the said Order and the Purchaser 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 order
and the Purchaser having agreed with the Vendor to accept a performance guarantee,
1. We, Bank having office at

favour of the Purchaser 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
	Purchaser 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 Purchaser
	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 Purchaser that the
	Purchaser 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

	the said order/or to extend time of performance by the Vendor from time to time of
	to postpone for any time to time any of the powers exercisable by the Purchaser
	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 Purchaser or any indulgence by the Purchaser 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 Purchaser in writing.
6.	We, Bank also agree that the Bank's liability under this

ь.	vve, Bank also agree that the Bank's liability under this
	guarantee shall not be affected by any change in the constitution of the Vendor of
	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).

shall have the exclusive jurisdiction.
N 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")

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

NOTE:-

- 1. Indigenous Vendor or Foreign Vendor through Indian Bank to submit BG.
- 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 - 6: Price/Commercial Bid for Appointment of Vendor for the design, development and Management of Mobile App

(Must be submitted in the 2" sealed envelope as mentioned above)
COMPANY NAME:
ADDRESS:
CONTACT PERSON:
PHONE NUMBER:
EMAIL:
WEB SITE:

We submit our Price/commercial bid (fees) for the proposed assignment as under:

Payment will be made in following stages.

Payment Terms:

Sr. No.	Milestone Description	Amount in % of
		Total Project
		Value
1	Successful preparation and submission of final prototype	10
'	and documents as per scope of works and acceptance.	
	On successful development, implementation, deployment	50
2	& Go live mobile application on all platforms as per scope	
	of works and acceptance by ECGC	
	On successful stabilization of the application, successful	20
3	deployment/testing to users etc., completion of scope of	
3	works and acceptance of all works by ECGC or within 4	
	months after deployment & Go-live, whichever is later.	
	On completion of 6 months from date of award and	10
4	successful resolution of all issues up to satisfaction of	
	ECGC	
5	Training to Staffs	10
6	AMC charges	Quarterly in
		advance

Summary of Commercial	Amount (INR)
Charges for the design, development and delivery of	
Mobile Application	
AMC Charges (per year) post Acceptance of deliverables and Go-Live	
Taxes (Detailed breakup)	

Terms and Conditions:

- 1) The above quoted fee is inclusive of all expenses taxes excluded.
- 2) Selected bidder has to undertake to deliver all the deliverables as envisaged in the RFP/agreement and complete the assignment within the time frame stipulated in the RFP document.
- 3) ECGC Ltd will deduct tax (TDS) while releasing payment, if applicable as per the provisions of Income Tax Act, and all other applicable taxes, levies, cess etc.
- 4) ECGC reserves the right to negotiate and change the milestones / payment schedule / percentages with the successful bidder.

Signature of the Authorized Signatory of Company
Name:
Designation:
Contact no. (Mobile):
Email Id:
Company Seal:

Annexure – 7: Details of Professional staff who will be engaged for development of Mobile APP.

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

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

Sr.	Details	of	similar	services	Brief	Details	s c	of	services	Period:
No.	undertak	en			under	taken	in I	Indi	a/abroad	From-To
					and the	he Org	aniza	atio	n where	
					assign	ment w	/as u	ınde	ertaken	
01										
02										
03										
04										

Annexure 8: Queries Format

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

Note: The queries may be communicated only through the e-mail id provided, it@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)

То
The Deputy General Manager (Information Technology)
ECGC Ltd
Information Technology Division,
The Metropolitan,
7 th Floor, C-26/27,
E Block, Bandra-Kurla Complex,
Mumbai-400051.
Letter Of Authorisation For Attending Bid Opening for Tender Ref
ECGC/Tender-07/IT/10/2019-20
The following persons are hereby authorized to attend the bid opening or
(date) in the tender for "Appointment of Vendor for the design
development and Management of Mobile App"" on behalf o
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
(Company 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.

Annexure - 10: Undertaking to ensure standards of integrity

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 Request for Proposal 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 Request for Proposal."

Annexure - 11: Detailed Scope of work

The indicative list of scope of work

		De	etailed scope of work	
			It will have list of all the countries along	Via
		Country Classification	with filters and Search option	database/CMS
			List of Holidays will be displayed in text	Via
		Holiday Lists	format	database/CMS
			Homepage will have section for latest	
			News and Events (with banners if	
		News and Events	required)	via API
		Branch Address /	Branch locator with filters and	
		Branch Locator	navigation option via google map	via API
			Complete List of products for Exporter	
		Product List	and bank will be displayed	via API
1	pre - Login	Policy -18	Static page with content	via API
'	pre - Login	ECIB – upto	Static page with content	via API
		Policy do don't	Static page with content	via API
		ECIB do's & don'ts	Static page with content	via API
			Touch to call feature - clicking on	Via
		Calling facility	number will land to calling section	database/CMS
		Exporter details will		
		be messaged to BM,	Form for Inquiry with mandatory fields	Via
		Email, RM	consisting Exporter details	database/CMS
				Via
		Notifications	Static page with content	database/CMS
			To display advertisement if any (It can	Via
		Advertisement	be added or removed from backend)	database/CMS
		Policy		
			Exporter details will be listed along with	
			active policies of exporter and ECGC's	
2	Post - Login	Active Policies	servicing branch details	via API
		DP balances		via API
			Active CLA listing will be displayed with	
		Active CLA	various Filters	via API

			Details about amount of insurance	
		Cover details	covered	via API
		Claim Status		via API
		Declaration	Monthly declaration	via API
			Premium policy calculator to ease users	
		Premium Calculator	calculations	via API
		BSAL		via API
			It will have list of all the countries along	
		Country Classification	with filters and Search option	via API
		Forms & Circular	Readable circulars will be displayed	via API
		ECIB		
		International Bank		
		Branches		via API
		SAL		via API
			Bank's details will be listed along with	
		Bank Account details	their active policies	via API
		Latest Declaration		
		position		via API
		ECIB premium	Premium policy calculator to ease users	
		calculator	calculations	via API
			It will have list of all the countries along	
		Country Classification	with filters and Search option	via API
		Forms & Circular	Readable circulars will be displayed	via API
			Logs two primary types of	Whenever user
			information: Events	makes any action
			ad _click	on app as
			ad_query	classified beside,
			app_clear_data	it will be logged
	Overall	Analysis of complete	app open or update	in the backend.
3	Analysis	app	Notifications opened, dismissed,	For e.g., when
	7 trial y olo	арр	Notification in foreground and	clicked on ad ,
			background	app open, app
			OS update	update, app
			User Engagement	delete, app
			Property	version, OS
			App Version	version,

			Country	Notifications
			Device Brand	opened, Device
			Device Category	brand, Device
			Device Model	category, User
			Language	Engagement etc.
		Ctatus que vias		
		Status queries		
		Forms & circular		
		Status queries		
		Forms & circular		
		Product wise		
		calculator		
		Area wise PH/NPH		
4	Employee	list		
		Premium/Claim		
		Details		
		Exporter's Previous		
		experience with		
		ECGC		
		Buyer Master		
		Marketing Entry		

Annexure 12: Non-Disclosure Agreement Format

AND ECGC LIMITED (hereinafter to be called "ECGC") which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns having its Registered Office at(address) 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 means 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 fulfill 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, vendorand 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 corporation, 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

1. 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.

 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 405 of the Indian Penal Code.

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 subjectmatter 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.

Provided always that notices to the ECGC shall be served on the Risk Management Division (RMD) in the ECGC's Head Office at Mumbai by Registered post & email.

	ALED &
(BIDDER)	
In the presence of In the presence of	
Witness: 1 Witness: 1	

Witness: 2_____

Witness: 2_____

IN WITNESS WHEREOF THE PARTIES HERE TO have set and subscribed their