



**REQUEST FOR PROPOSAL
FOR
SUPPLY, INSTALLATION, CONFIGURATION & COMMISSIONING OF BACKUP
SOLUTION AT ECGC's DC & NDC SITES**

Ref: ECGC/Tender-04/IT/09/2019-20

Date: 25.09.2019

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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 vendors (hereinafter referred to as ('the Bidder(s)').) for **“SUPPLY, INSTALLATION, CONFIGURATION & COMMISSIONING OF BACKUP SOLUTION AT ECGC’s DC and NDC SITES”**.

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

Bid Document Availability	The Bid Document can be downloaded from website up to 17.10.2019.
Last date of submission of Bids	1:00 PM on 18.10.2019.
Pre-Bid meeting	10:00 AM on 03.10.2019.
Opening of Technical Bids	3:00 PM on 18.10.2019.
Solution Presentation by Bidder	Date and time shall be intimated later.
Opening of Price/Commercial Bids	Within fifteen days of opening of Technical Bids. Date will be communicated to such Bidder(s) who will qualify in the Technical Bids.
Contact Details: Deputy General Manager (Information Technology) : 022-6144 8155 Assistant General Manager (Information Technology) : 022 -6144 8153 Senior Manager (Information Technology) : 022 – 6144 8168 Assistant Manager (Information Technology) : 022 – 6144 8145	
Address for Communication and submission of Bid.	Deputy General Manager (Information Technology) ECGC Limited, Information Technology Division, The Metropolitan, 7 th Floor, C – 26/27, E Block, Bandra-Kurla Complex, Mumbai – 400 051
Telephone	022-6144 8153/68/45
All correspondence / queries relating to this RFP Document should be sent to / through following email ID only	it@ecgc.in

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.

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://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 Eligibility Bid as per the form provided under **Annexure – 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** The Bidder shall submit the Technical Bid as per the form provided under Annexure-4 and **Annexure – 11** and the same shall be submitted along with Eligibility Bid in the same envelop.
- 3.1.12** 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.
- 3.1.13** 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 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.
- 3.1.15** 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 Corporation.
- 3.1.17** 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 6 months (180 days) from the closing date of the RFP. The prices quoted shall remain firm and fixed during the currency of the Purchase order/Contract unless agreed otherwise by the Corporation. Bidder shall not be entitled during this period to revoke or vary the content of Bid or any term thereof. In such case of making any variation subsequent to submission of bid at their own, the offer shall be treated as "REJECTED" and EMD if any shall be forfeited without any reference to the Bidder including any other action which is deemed necessary.

3.4. Scope of Work

- (i) Procurement of on-premise perpetual Licenses
- (ii) Procurement of backup solution hardware/ software, related licenses, Installation, configuration and commissioning of solution.
- (iii) Configuring the backup schedule and retention policy.
- (iv) Training on the functionality of the system.
- (v) Maintenance and support AMC for five year including quarterly /half yearly
- (vi) Version upgrade/ patch support.

DC Site (hosted at third party site, Mumbai)

- Assigning the virtual disk for storage
- configuring the storage in Operating system
- Network configuration on virtual machine
- Backup server suite installation & initial configuration.
- Apply the backup licenses.
- Backup Proxy Configuration.
- Backup Repository Configuration.
- Backup Job Configuration.
- Backup Job Scheduling.

- Backup Copy Job Configuration
- Backup Copy Job Scheduling
- Configuration of the backup job with the verification of data consistency.
- Restore Testing.
- Physical Stack storage controllers and Shelves in to the rack.
- Connectivity of Disk Enclosures with Controllers.
- Connectivity of all network and power cables.
- Power on the controllers.
- Configuration of Mgmt IP's.
- Storage OS Upgrade if Required or as per standard requirement.
- Initialization of all the disks.
- Creation of Volume group & RAID group
- Creation of Luns
- Presentation of Lun to the Respective server.
- Installed centricity Client on Client Host.

If required vendor should execute below:

- Creation of Virtual machine
- Vcenter Integration with vCenter server.
- San Switch Initialization and Configuration.
- San Zoning with respective server.

DR Site (ECGC office, Mumbai)

- Physical Stack storage controllers and Shelves in to the rack.
- Connectivity of Disk Enclosures with Controllers.
- Connectivity the all network and power cables.
- Power on the controllers.
- Configuration of Mgmt IP's.
- Storage OS Upgrade if Required or as per the standard practice from OEM.
- Initialization of all the disks.
- Creation of Volume group and RAID group (as suggested by ECGC)
- Creation of Luns
- San Switch Initialization and Configuration.
- San Zoning with respective server.

- Presentation of Lun to the Respective server.
- Installed Storage OS Client on Client Host.
- configuring the storage in Operating system
- Installations and configuration of the backup software and required components.
- Licensing availability suite.
- Backup Proxy Configuration.
- Backup Repository Configuration.
- Backup Copy Job Configuration
- Backup Copy Job Scheduling
- Restore Testing from the DC and DR storage.
- Rack mounting of servers / Storage
- Physical power and Network connectivity
- Configuring High Availability
- Assigning VLans
- configuring the storage in Operating system
- Network configuration on virtual machine
- Backup Proxy Configuration.
- Backup Repository Configuration.
- Restore Testing

If required vendors should execute below:

- Creation of Virtual machine
- Assigning the virtual disk for storage
- Network configuration on virtual machine.
- Vcenter Integration with vCenter server.
- Installation of VMWare Esxi and configuration
- Creating Cluster and Configuration of Cluster
- Creating Port Groups for Virtual Machines
- Creating VMKernel for VMotion
- Creating Data stores and Assigning Hosts
- Creation of Virtual machine
- Assigning the virtual disk for storage

3.5. The bidding documents

3.5.1 Documents constituting the Bid:

The Documents constituting the Bid include:

- (i)** Eligibility Bid (as per the form provided under Annexure -1)
- (ii)** Price/ Commercial Bid (as per the form provided under Annexure - 6)
- (iii)** Technical Bid Sheet (as per the form provided under Annexure-4 and Annexure -11)
- (iv)** 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.

3.5.2 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 on whatever the same may be.

A pre-bid meeting as per schedule given in the RFP document shall be held where bidder's 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@ecgc.in the format provided in Annexure -8.

ECGC would issue clarifications/ Amendments in writing via e-mail and will become part of RFP.

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 Eligibility and 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)** Eligibility and Technical Bid Form as per Annexure-1 and Annexure - 11
- b)** Supporting documents as mentioned in Annexure-1 and Annexure - 11

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 Eligibility/Technical Bid not conforming to the above list of documents will be rejected.

3.6.2.4 The Eligibility/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 (Eligibility, 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. Please refer to Annexure-1.

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 A – Eligibility and Technical Bid.**
 - Part B– Price/Commercial Bid.**

Both parts should be in two separate sealed NON-WINDOW envelopes bearing the Bidder's name and address (return address), each superscribed with "Tender Subject" as well as "Eligibility/ 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 un-amended 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.

The Technical Evaluation would be first carried out as per the Evaluation Criteria specified in Part-1 of Annexure – 11 of this RFP. The Bidders who score minimum of 70% in this Part shall be deemed to be qualified for further evaluation. 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 as specified in Annexure – 11 on over all solution designed and proposed.

The bidders will be evaluated by ECGC TEC on following aspects supported by documentation:

- (i) Team Experience and Expertise in managing similar projects including projects done in BFSI (proofs to be submitted)
- (ii) Project management office structure, Resource planning and estimation, Use of Tools/ automation, if any
- (iii) Execution approach, Risk management & Value for ECGC
- (iv) Solution Presentation

3.11.3.3 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

3.11.4.1 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.

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

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

Cs = Commercial score of the Bidder under consideration

Cmin = Lowest Price/Commercial Bid quoted

Cb = Price/Commercial Bid under consideration

3.11.4.3 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

- 3.11.4.4** 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.
- 3.11.4.5** Corporation reserves the right to reject any or all incomplete Bids.
- 3.11.4.6** 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.
- 3.11.4.7** The queries may be communicated only through the e-mail id provided, IT@ecgc.in the format provided in Annexure 8.
- 3.11.4.8** 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.

3.11.5 Contacting the Corporation

- 3.11.5.1** 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.
- 3.11.5.2** Any effort by a Bidder to influence the Corporation in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid and barring from any future RFPs / contracts / business with ECGC.

3.11.6 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

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

3.11.7.1 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.

3.11.7.2 All decisions taken by the Corporation are binding and final.

3.11.8 Performance Bank Guarantee

3.11.8.1 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 - 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.

3.11.8.2 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.

3.11.8.3 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.

3.11.8.4 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.

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:

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;

"The Project" means **SUPPLY, INSTALLATION, CONFIGURATION & COMMISSIONING OF BACKUP SOLUTION AT ECGC DC and NDC**

4.1.1.7 "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 -3, 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.

Payment Terms:

- 4.1.3.8 Payment for Hardware and Software along with 5 year OEM support shall be paid on successful delivery and installation against Invoice.
- 4.1.3.9 One time implementation charges shall be paid against invoice after successfully testing of solution and acceptance sign-off from ECGC.
- 4.1.3.10 The charges for Annual Vendor support shall be paid on half yearly advance basis against Invoice.
- 4.1.3.11 Taxes shall be paid on actuals

4.1.4 Damages/ Liability clause.

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

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

4.1.9.1 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.

4.1.5 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. The Team would be required to travel and / or be posted at ECGC's Data Centre Site in Mumbai for work-related matters. The Team may also be required to travel for meetings with / discussions with / presentations to the Technical Advisory Committee (TAC) of ECGC and for vendor selection meetings, and / or Data Centre visits as required for RFP scope etc. The Team may also visit the existing Data Centre and Disaster Recovery locations of ECGC to ascertain the inputs required for drawing out the specifications, if required.

4.1.6 Service Delivery Period

The contract would be for the period of five years. Entire solution must be proposed with 5 years on-site comprehensive warranty and support. Five (5) years from the date of Final Acceptance Certificate (Go Live) of full supply, installation, testing and commissioning duly certified by authorized officer of ECGC. The contract period will include support and maintenance fees for the equipment and software.

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.

The support vendor / bidder shall provide 5 years support for the solution covering bug fixes, troubleshooting, restoration of setup from issues, version upgrade, regular maintenance, performance tuning, emergency hours support etc.

4.1.7 Termination

Clause 4.1.4 provides for caution notice of one week.

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.

4.1.8 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.

4.1.9 Indemnity :

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

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

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

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

upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and

- (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 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.

4.1.11 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 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.

4.1.14 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 Corporation:

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 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. Bidder shall protect the Corporation against any claims thereof.

4.1.17 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.

4.1.18 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, 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.

Section – 5

Annexure – 1: Eligibility Criteria

(A) OEM'S ELIGIBILITY CRITERIA

Sr No	Description	Details <Please attach evidences>
1	The OEM should have an established Service and Support Centre in India. The Service and Support Centre should be capable of 24 hours of turnaround time for all critical spares. OEMs with service centers in or nearest to Ahmedabad would be preferred. Bidder must submit documentary evidence for the same.	
2	The RMA for all components should be 24x7; 4 hours advance replacement.	
3	ECGC should be able to directly log a call with the OEM Support 24x7x365 days.	
4	Backup software and Storage OEM proposed should be in one of the top 5 leading solution in the industry for Data Protection / Backup Software and the Storage OEM should be established for at least five consecutive years for General-Purpose Disk Arrays.	
5	The proposed Backup software must offer host based / CPU based licensing with no restrictions on type of arrays (protecting heterogeneous storage technologies), front end production capacity or backup to disk target capacity restrictions. Licenses and associated hardware should be supplied for both primary and	

	DR site.	
6	Backup software should support agentless backups of applications residing in VMs like SQL, Exchange, SharePoint, Oracle, etc. with non-staged granular recovery of all these applications. It should support crash consistent VM level backup for all other workloads.	
7	Backup software should support file level recovery from any backup of any VM or physical server. It should support a full system recovery in case of a system crash, either on a physical system or as a virtual machine.	
8	Backup software should provide Recovery of Application Items, File, Folder and Complete VM recovery capabilities from the image level backup within 15Mins RTO.	
9	Backup software should have integrated data de-duplication engine with multi-vendor storage support to save space by storing de-duplicated copies of data. The de-duplication engine should also facilitate IP base replication of de-dupe data. All necessary hardware and software required to support this functionality should be supplied along with other components.	
10	The Storage Solution should provide Data Assurance and should be in active-active mode configured in a NSPOF and End-to-End Data Protection.	

11	The system should have minimum 64 GB cache memory across the two controllers with an ability to protect data on cache if there is a controller failure or power outage. The cache on the storage should have 72hrs or more battery backup (OR) should have destaging capability to either flash/disk.	
12	The storage should have the requisite licenses to create point-in-time snapshots. The storage should support minimum 2000 snapshots per system. The license proposed should be for the complete supported capacity of the system.	
13	OEM should ensure ECGC gets all firmware updates/upgrades, OS updates/upgrades during contract period of 5 years without any additional cost to ECGC with 4 hour part replacement.	

(B) BIDDER'S ELIGIBILITY CRITERIA

Sr No	Description	Details
1	Name of the company	
2	Legal Status (eg. Proprietorship, partnership, limited liability partnership, corporation etc. (attach a copy of certificate of incorporation)	<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 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 /	< A self-declaration by the Bidder on its letter head.>

	disqualified by any regulator / statutory body/ judicial or any other authority.	
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	Should have expertise in both infrastructure / Application / Database support.	<Please attach evidences, and use separate sheets as necessary>
21	Bidders should be a profitable company for last 5 years.	<Please attach evidences>
22	Bidder must propose end to end solution.	
23	Bidders Company should have at least 30+ years of existence.	<Please attach evidences >
24	Bidders Company should have at least 100 + People Company.	<Please attach evidences>
25	Bidder's average turnover during last 3 years ending 31st March 30,00,00,000/- (30 Cr) and should provide Audited / Certified Balance sheet, Profit & Loss account for past 3 years ending 31st March 2019.	< IT returns acknowledgments and / or Audited Financial Statements / statements certified by Chartered Accountants to be provided for last three financial years ended on 31.03.2019 >
26	Bidder should have at least 5 support locations throughout India for related work.	
27	Bidders should provide 3 customer references.	<Please attach evidences>
28	Bidder should have successfully implemented Backup and Storage OEM solution for at least 3 customers anywhere in India.	<Please attach evidences>
29	Bidder should have successfully done	<Please attach a separate sheet, if

	at least two implementation of backup solution on turnkey basis in last 2 years.	required. (Give scope of work for each assignment) with letters of award/ completion certificate from the respective organizations supporting the same.>
30	Bidder should have executed at least 1 government project of value 75 lakhs in last one year.	<Please attach a separate sheet, if required. (Give scope of work for each assignment) with letters of award/ completion certificate from the respective organizations supporting the same.>
31	Bidder should have executed at least one order of end to end backup solution, with the value not less than 70 lakhs.	<Please attach a separate sheet, if required. (Give scope of work for each assignment) with letters of award/ completion certificate from the respective organizations supporting the same.>
32	The Bidder should submit a certificate issued from OEM stating that the Bidder is an authorized entity to supply, install, commission, test and support the product at ECGC	<Please attach evidences, and use separate sheets as necessary>
33	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.	<Please attach evidences, and use separate sheets as necessary>
34	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	< Resume of the identified team persons in the format enclosed as CV format to this document (Annexure - 7). >

	with the consent from ECGC Limited in writing.	
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Signature of the authorized Signatory of Company
(Company Seal)

Name :

Designation :

Contact No (Mobile)

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,
Mumbai - 400051

Dear Sir/Madam,

Subject: Response to the Request for Proposal for “SUPPLY, INSTALLATION, CONFIGURATION & COMMISSIONING OF BACKUP SOLUTION AT ECGC’s DC & NDC SITES”

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 Company
(Company Seal)

Name :

Designation :

Contact No (Mobile) :

Email ID :

Annexure – 4: Technical Solution Requirements

A. Technical Specification of Backup Software:

- High Availability

S. No	Specification	Compliance Yes/No
1	The proposed Backup software must offer host based / CPU based licensing with no restrictions on type of arrays (protecting heterogeneous storage technologies), front end production capacity or backend backup target capacity for virtual or physical servers. Licenses and associated hardware should be supplied for primary and DR site.	
2	Licenses supplied should have support for Backup, Replication at DR site, backup to cloud providers like AWS and Azure, NIC, Etc.	
3	Backup software should be an image level backup software supporting popular hypervisors like VMware, Hyper-V, KVM, and Oracle VM Virtual Environments. Provide Block level Incremental and Differential Backup and support Incremental and Differential Imaging.	
4	Backup software should be totally agentless but should support application aware backups for MS SQL, Oracle, Exchange transaction logs with non-staged granular recovery of all these applications. It should support crash consistent VM level backup for all other workloads.	
5	Backup software should be Hardware Agnostic software and it should support any type of storage for storing backups on disk and yet support de-duplication on the storage targets quoted. It should be able to backup data to tapes as well for long term retention.	
6	Backup software should store a backup recovery point as a single file.	
7	The proposed backup software should provide recovery from physical servers to Virtual and image level recovery.	
8	Backup software should support file level recovery from an image level backup of Windows/Linux guest file systems.	
9	Backup software should provide best RTOs and RPOs through booting of Virtual Machines directly from the Backup to reduce the downtime.	
10	Backup software should have integrated data de-duplication engine with certified multi-vendor storage support to save de-duplication data. The de-duplication engine should also facilitate IP base replication of de-dupe data; without any extra charge.	
11	Backup software should provide Recovery of Application Items, File, Folder and Complete VM recovery capabilities from the image level backup (irrespective of the source size) within 15Mins RTO.	
12	The software should support varieties of backup mechanisms like Full, Incremental, and Differential etc. for file, block and image level at different frequencies i.e. yearly, monthly, weekly, daily, hourly etc. as per defined policy. It should also have calendar-based backup scheduling. The restoration should also be supported accordingly.	
13	The proposed Backup software must allow to configure the maximum acceptable I/O latency level for production data stores to ensure backup and replication activities do not impact storage Availability to production workloads.	
14	Backup software should have ability to backup data from one server platform and restore it to another server platform to eliminate dependence on a particular machine and for disaster recovery purposes. The Bare Metal Recovery (BMR) capabilities should be built in for the physical servers and should even work on the dissimilar hardware.	

- **SR- Site Recovery**

15	Replication in the software should be a VM level replication and must replicate the VM level data with or without backing it up at the source site. It should also include failover and failback capabilities and should be able to perform automatic acquisition of network addresses at the destination site.	
16	Backup software should provide Backup and Replication capabilities in one console only.	
17	Replication should include traffic compression, data de-duplication and IP shaping.	
18	The software should be Network-efficient, Secure backup data replication with variable-length encryption at the source, along with compression and encryption to ensure that backups are optimized for WAN transmission. This should be ensured without need of any other 3rd party WAN Accelerator requirements.	

- **CD- Complete disaster**

19	The proposed backup solution should be able to backup data to disk to disk to tape.	
20	Software should support tape out feature and should be able to manage through single console.	
21	Software should be able to create media sets for longer retention period.	

- **Testing**

22	Backup software must have a feature of data validation, whereby a workload is powered-on in a sandbox environment and tested for its recoverability.	
23	Recovery verification should automatically boot the server from backup and verify the recoverability of VM image, Guest OS and Application Consistency.	
24	Automatically create, document and test DR plans, fully-prepared for C-level executive and stakeholder signoff, proving compliance with industry regulations and audits through	
25	Should comply the requirements with automated documentation that makes it easy to build and update DR plans as the environment changes	
26	Should prove the recoverability while reducing costs through automated DR plan testing and readiness checks that avoid expensive manual processes, with zero impact on production systems	
27	Should ensure IT service continuity and minimize service disruption through the failover and failback of multi-site DR plans for planned migrations, disaster avoidance and disaster recovery.	
	The proposed solution should be able to publish Disaster recovery plans and update them through automated discovery whenever prompted after changes in infrastructure.	

- **Management- Orchestration & Reporting.**

28	Software should support Single pane of glass- across all sites 24x7 real-time monitoring, with at-a-glance and drill-down views of health, performance and workload of the virtual hosts.	
29	Capacity planning and change tracking should be available for Virtual Infrastructure.	
30	Automated and on-demand management reporting should be available.	
31	Solution Should support Automatic Documentation of the virtual infrastructure	
32	The solution should provide information about under and oversized virtual machines.	
33	The solution should provide information on Active Snapshots, Garbage files, and Idle Templates and Virtual Machines.	
34	The proposed monitoring solution should support Integration with the Virtual Backup environment for easier monitoring and Reporting.	
35	Backup software should have Capability to do trend analysis for capacity planning of backup environment, extensive alerting and reporting with pre-configured and customizable formats. Any specialized reporting modules needed must be quoted along with associated hardware to achieve this functionality.	
36	The proposed backup software shall have same GUI across heterogeneous platforms to ensure easy deployment, administration and management, available on various OS platforms such as Windows and Linux and be capable of supporting backup/ restores from various supported platforms.	

- **Security**

37	The proposed backup solution must support at least AES 256-bit encryption capabilities.	
38	Proposed backup software should have the ability to perform staged restores to enable admins to comply to regulations by selectively deleting files / records which should not be restored from the backup copies. This will help in complying to "right to be forgotten" regulations like GDPR, where user data is deleted from restored backup copies in an auditable manner.	

B. Technical Specification of Storage:

S.No	Feature	Description	Compliance Yes/No
1	Storage Quality Certification	The Storage OEM should be established in the Gartner Leader Quadrant for atleast five consecutive years for General-Purpose Disk Arrays.	
2	Storage Controller	The Storage Solution should provide Data Assurance and should be in active-active mode configured in a NSPOF and End-to-End Data Protection.	
3	Cache required	The system should have minimum 64 GB cache memory across the two controllers with an ability to protect data on cache if there is a controller failure or power outage. The cache on the storage should have 72hrs or more battery backup (OR) should have destaging capability to either flash/disk.	

4	Drive Support	The system must support SSD, SAS and NL-SAS dual-ported 12Gbps drives to meet the capacity and performance requirements of the applications.	
5	Protocols	The storage should be configured with FCP & iSCSI protocols. Any hardware/software required for this functionality shall be supplied along with it in No Single Point Of Failure mode.	
6	RAID configuration	Should support various RAID levels 0,1, 5, 6,10	
7	Storage Capacity \ Spare Drives	<p>System should be sized for Primary Backup Storage Usable capacity 100TB on SAS disks and Secondary Storage Usable capacity 250TB on NL-SAS disks configured in RAID6 or equivalent configuration which provides minimum two drive failure protection in a Raid Group.</p> <p>Primary Storage System should be configured with SAS disks with capacity options 1.2TB\1.8TB Secondary Storage System should be configured with NL-SAS disks with capacity options 4TB\8TB\10TB\12TB</p> <p>Proposed Disk drives should have support for latest 12Gbps backend connectivity.</p> <p>One Spare disk per 30drives should be factored depending on total number of drives supplied in solution.</p>	
8	Drive Support	The system must support drives SSD, SAS and NL-SAS dual ported to meet the capacity and performance requirements of the applications. The system must support a minimum of a 175 disks within the provided two controllers for scalability purpose.	
9	Front-End and Backend connectivity	The proposed storage system should have minimum, 4 numbers of 12Gbs or higher backend SAS ports for shelf connectivity, 8 numbers of 16Gb FC ports and 4 nos. of 10GbE ports.	
10	Rack Mountable	The storage should be supplied with rack mount kit. All the necessary patch cords (Ethernet and Fiber) shall be provided and installed by the vendor.	
11	Storage functionality	The storage shall have the ability to expand LUNS/Volumes on the storage online and instantly without disruption.	
		The storage shall have the ability to create logical volumes without physical capacity being available or in other words system should allow over-provisioning of the capacity. The license required for the same shall be supplied for the maximum supported capacity of the offered storage model.	
		The proposed storage system should be configured to provide data protection against two simultaneous drive failures in Raid Group.	
		Storage system should support RAID level distributing data across multiple Disk to ensure faster rebuild time. The Re-build time for supplied high-density NL-SAS drives should not exceed 16 hours.	

		Data assurance (T10 PI) to Confirms data integrity from the front end ports to the drives.	
		Supplied storage should support Synchronous & Asynchronous data replication across storage system. Licenses required for entire capacity should be supplied along with solution.	
		Storage system should allow changing of cache block size non-disruptively for defined RAID group levels to meet various kind of workload.	
		Storage shall have capability to integrate with Object Storage for taking image or file based backup.	
		System should have redundant hot swappable components like controllers, disks, power supplies, fans etc.	
12	Point-in-times images	The storage should have the requisite licenses to create point-in-time snapshots. The storage should support minimum 2000 snapshots per system. The license proposed should be for the complete supported capacity of the system.	
		The system should support instant creation of clones of active data for UAT and Test Dev	
13	Management	GUI based administration interface for configuration, storage management and performance analysis like IOPS, MBPS, CPU, Latency should be built in browser-based, on-box for supplied storage system.	
14	OS support	Support for industry-leading Operating System platforms including: LINUX , Microsoft Windows, HP-UX, SUN Solaris, IBM-AIX, etc. It shall support connecting hosts over iSCSI \ FC and shall be supplied with any Multi-pathing software, if required, with the solution.	
15	Warranty & SLA	The Hardware and software quoted should have 5 years support with 4hour part replacement along with upgrade and updates.	

.....

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 10th 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 **REQUEST FOR PROPOSAL FOR SUPPLY, INSTALLATION, CONFIGURATION & COMMISSIONING OF BACKUP SOLUTION AT ECGC's DC & NDC SITES** as 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 (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... Rupees only) being 100% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser 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 Purchaser 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 Purchaser on account thereof and we waive in the 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 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 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 – 6 : Price / Commercial Bid Format

PRICE/COMMERCIAL BID FOR SUPPLY, INSTALLATION, CONFIGURATION & COMMISSIONING OF BACKUP SOLUTION AT ECGC's DC & NDC SITES

(Must be submitted in the 2nd 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:

Sr. No.	Milestone Description	Amount in INR
1.	Backup software for existing 4 physical server running in virtualized environment (having configuration of one processor each) and 2 physical servers running oracle database in cluster along with 5 year OEM support	
2.	Storage Box with 100TB usable capacity with 5 year OEM support (for DC site)	
3.	Storage Box with 250TB usable capacity with 5 year OEM support (for DR site)	
4.	One time implementation charges for project	
5.	5 Year Onsite support from the vendor	

Terms and Conditions:

- 1) The above quoted fee is inclusive of all expenses excluding taxes.
- 2) We undertake to deliver all the deliverables as envisaged in the proposal / 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

Details of Professional staff who will be engaged for the project

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

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

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

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@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)
ECGC Ltd
Information Technology Division,
The Metropolitan,
7th Floor, C-26/27,
E Block, Bandra-Kurla Complex,
Mumbai-400051.

Letter Of Authorisation For Attending Bid Opening for Tender Ref: ECGC/Tender-04/IT/09/2019-20

The following persons are hereby authorized to attend the bid opening on _____(date) in the tender for **“REQUEST FOR PROPOSAL FOR SUPPLY, INSTALLATION, CONFIGURATION & COMMISSIONING OF BACKUP SOLUTION AT ECGC’s DC & NDC SITES”** 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 _____

(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 : 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 “-----”) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns a company incorporated under the Companies Act, 1956 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 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, 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 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.

2. 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 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.

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.

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

In the presence of

In the presence of

Witness : 1 _____

Witness : 1 _____

Witness: 2 _____

Witness: 2 _____

Annexure 11: Technical Bid Score Sheet Format

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

Part I

Sr. No.	Characteristics	Max Score	Allotted Score
1	Backup Solution has capability to recovering VMs instantly to reduce the time of recovery in case of VM failure.	5	
2	Backup Solution have Image-based replication capability on site for Availability, or off site for disaster recovery	5	
3	Backup Solution has built in de duplication and compression technology for saving the backup disk space.	5	
4	Backup software should provide Recovery of Application Items, File, Folder and Complete VM recovery capabilities from the image level backup within 15 Mins RTO.	5	
5	Replication should include traffic compression, data de-duplication and IP shaping.	5	
6	The storage shall have the ability to expand LUNS/Volumes on the storage online and instantly without disruption.	5	
7	The storage shall have the ability to create logical volumes without physical capacity being available or in other words system should allow over-provisioning of the capacity. The license required for the same shall be supplied for the maximum supported capacity of the offered storage model.	5	
8	Storage system should be configured to provide data protection against two simultaneous drive failures in RaidGroup.	5	
9	Storage system should support RAID level distributing data across multiple Disk to ensure faster rebuild time. The Re-build time for supplied high-density NL-SAS drives should not exceed 16 hours.	5	
10	Data assurance (T10 PI) to Confirms data integrity from the front end ports to the drives.	5	
11	Supplied storage should support Synchronous & Asynchronous data replication across storage system. Licenses required for entire capacity should be supplied along with solution.	5	
12	Storage system should allow changing of cache block size non-disruptively for defined RAID group levels to meet various kind of workload.		
13	Storage shall have capability to integrate with Object Storage for taking image or file based backup.	5	

14	GUI based administration interface for configuration, storage management and performance analysis like IOPS, MBPS, CPU, Latency should be built in browser-based, on-box for supplied storage system.	5	
15	Product should be simple to use and should have simple learning curve.	2	
16	Tool should support multi-AD Integration suite.	2	
17	Tool should have multiple alert suite including email, SMS.	4	
18	Tool should have discovery suite to discover New VMs added in the VM Cluster.	2	
Total Marks		80	

Part II				
1	Presentation that demonstrates in-depth understanding of ECGC Limited's Requirements, supplementing the technical proposals made, and focusing on Approach & Methodology of successfully managing the project	Solution Presentation	20	Shall be evaluated by the designated members of ECGC Technical Evaluation Committee.
Total (Part I + Part II)			100	

Annexure – 12 : 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."