



**You focus on exports. We cover the risks.**

**REQUEST FOR PROPOSAL  
FOR  
APPOINTMENT OF CONSULTANT FOR PROJECT RISK MANAGEMENT  
SERVICES AND SUPPORT**

**Ref: ECGC/Tender-03/IT/08/2019-20**

**Date: 02.08.2019**

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## Section 1

### 1. Introduction

#### 1.1. Invitation to Bidders

- a. By way of this Request For Proposal ('RFP') Document (hereinafter also referred to as 'the Bid Document' or 'the RFP 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 consultants (hereinafter referred to as ('the Bidder(s)').) for **“APPOINTMENT OF CONSULTANT FOR PROJECT RISK MANAGEMENT SERVICES & SUPPORT”**.
- b. The “Technical and Price/Commercial Bids” along with the supporting documents would be received in physical form.
- c. The Bidder(s) are advised to study the RFP Document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the RFP Document with full understanding of its implications.
- d. The Bid Document may be downloaded from the Corporation's website [www.ecgc.in](http://www.ecgc.in).
- e. 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 22.08.2019.
Last date of submission of Bids	1:00 PM on 23.08.2019.
Pre-Bid meeting	10:00 AM on 08.08.2019.
Opening of Technical Bids	3:00 PM on 23.08.2019.
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.
<b>Contact Details:</b>	
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 <sup>th</sup> 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	<a href="mailto:it@ecgc.in">it@ecgc.in</a>

## **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 RFP 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 RFP 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 RFP 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 RFP Document.
- 3.1.8** Bids shall be submitted in two parts i.e. (1) Technical Bid and (2) Price/Commercial Bid.
- 3.1.9** The Bidder shall submit the Technical Bid in single sealed non-window envelope. The Bidder shall submit the Price/Commercial Bid in another sealed non-window envelope.
- 3.1.10** The Bids are to be submitted as under:
- i. Cover "A", with superscription "**RFP- for Appointment of Consultant for Project Risk Management SERVICES & SUPPORT**"- **Technical Bid - Reference No. – "ECGC: PRM SERVICES & SUPPORT Framework and Consulting Services: 2019- 21"**.
  - ii. And another sealed envelope, Cover "B", with superscription "**RFP- for Appointment of Consultant for Project Risk Management SERVICES & SUPPORT- Commercial Bid – Reference No- "ECGC: PRM SERVICES & SUPPORT Framework and Consulting Services: 2019-21"**

Cover 'A' should contain following items:

- a) Proof of Earnest Money Deposit (EMD) amount
- b) Copy of RFP published in the website (<https://www.ecgc.in/RFP>) duly signed and stamped
- c) Annexure I: Eligibility Criteria
- d) Annexure II: No Blacklisting Declaration
- e) Annexure III: Applicant's Assignment Details
- f) Annexure IV : Proposed Team Profile
- g) Annexure V: Details of Key Professionals

- h) Annexure VI: Undertaking for NIL Deviation
- i) Annexure X : Letter of Authorization
- j) Annexure XII: Undertaking to ensure standards of integrity
- k) Annexure XIV: Filled Checklist

Cover 'B' should contain the Annexure XIII which is "Commercial Bid".

- 3.1.11** Supporting documents are to be submitted in the Technical as well as Price/Commercial Bids. Incomplete or partial submission of relevant documents will lead to disqualification.
- 3.1.12** The rates should be sent only in the prescribed format. Non-conformance or quotations received in any other format may result in rejection of the Bid.
- 3.1.13** The Bidder should ensure that there are no cuttings, over-writings, and illegible or undecipherable figures to indicate their Bid. All such Bids may be disqualified on this ground alone. The decision of the Corporation shall be final and binding on the Bidder. The Bidder should ensure that ambiguous or unquantifiable costs / amounts are not included in the Bid, which would disqualify the Bid.
- 3.1.14** Each Bidder can submit only one Bid.
- 3.1.15** No queries or change in requirements specifications/line items will be entertained in terms of the Bid process, except if such changes are advised or are approved by the Corporation.
- 3.1.16** The Bidder should commit to provide the resources desired by the Corporation for the entire duration of the engagement, at the agreed cost and terms and conditions.

### **3.2. Cost of Bidding:**

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

### **3.3. Validity Period:**

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

### **3.4. Scope of Work**

#### **3.4.1 Detailed Scope of Work:**

ECGC has awarded a contract to transform its new ERP solution across its functions/areas to a vendor.

ECGC intends to appoint competent Consultant for Project Risk Management SERVICES & SUPPORT advisory services and assistance in implementation of PRM SERVICES & SUPPORT.

To setup Project Risk Management Office and framework comprising of:

- a. Project plan formulation
- b. Project risk analysis
- c. Assistance in project management and project delivery team identification and resourcing
- d. Change management procedures
- e. Project risk management and detailing
- f. Project quality management procedures specifically, the Corporation seeks to strengthen the PRM SERVICES & SUPPORT frame work encompassing the following elements:

#### **3.4.2 Overall Roles and Responsibilities of PRM**

- Project Organization and Staffing – produce an overall resource allocation plan for coordinating and managing resources.
- Master Work Plan and Schedule – produce an account level work plan and schedule from the individual project plans, and for tracking and reporting of ongoing performance.

- Scope Control and Change Management – establish and maintain a formal Change Request Process.
- Risk Management – establish and maintain a formal Risk Management Process to include identifying potential risks, assessing total account exposure and monitoring plans.
- Schedule Performance Index - develop a tool to measure the status information on schedule progress, completion of deliverables, estimated time for completion and resources utilization.
- Documents Management – Develop, ensure and promote the use of the same project management tools throughout the organization, rolling out new tools in a controlled manner to meet the needs of the organization
- Communications Management –develop a coordinated communication plan. This includes identifying, tracking and resolving issues and action items, summarizing and reporting on project deliverables, and addressing the communications needs of all stakeholders.
- Quality Management –implement Quality Management tools to approach quality improvement and identifies continuous improvement that boosts customer satisfaction
- Plans, defines and manages the development of standardized project management methodologies, tools, templates and procedures.
- Prepares and maintains an integrated project schedule to ensure that all projects are effectively managed; takes/recommends corrective action as required to keep projects on schedule and within budget.
- Keeps abreast of and applies new processes to ensure the best approaches to project management.
- Develops project controls to ensure that objectives are met in a timely and cost effective manner.

- Review of vendor's obligation under the agreement executed between ECGC and vendor. Report to the top management on whether the vendor has met its obligations.
- Co-ordinate different activities related to implementation of the project to ensure smooth and timely execution of the project.
- Endeavour to make the total project operational within scheduled Project Plan.
- Provide timely signals to ECGC when the project is not going as per schedule and suggest methods to adhere to the schedule.
- Weekly Status Reports
- Risk and Issue Register
- Work Breakdown Structure
- Monitoring/ Tracking of Cost, Resources, Deliverables, Minutes of Meetings

Please note: The Tentative timeline and phase wise split for each stage is provided by the ERP solution service provider and is subject to variance.

**1. Current state assessment**

- a) Review the documents drafted by vendor and provide comments on the documentation and assist ECGC in the sign-off of the documents
- b) Ensure ECGC gets all the necessary documents i.e LLD, HLD of complete Hardware, Software to be deployed by vendor at Data center and other User Manuals/Design documents and Guidelines for all peripherals system as proposed by vendor.
- c) Assist ECGC in closure of issues pending for resolution
- d) Review the resolution provided by the vendor and offer the solutions to ECGC based on the industry best practices.
- e) Review and observations on completeness of as-is process documentation and gaps

- f) Review and observations on process design, BRDs, control mechanisms and Role matrix
- g) Consider IRDAI Cyber and Technology Risk guidelines

## 2. **SRS & Design:**

Tentative Timeline 12 months approximately

### **Scope:**

- a) Review the final SRS document.
- b) Review of design and build process and artefacts.
- c) Review the test cases prepared by the teams.
- d) Review and comment on handover between functional and technical teams.
- e) Comment on quality processes followed (source code review, alignment against traceability matrix).
- f) Consider and review IRDAI Cyber and Technology Risk guidelines.

### **Deliverables:**

- a) Obtain signoff for the requirements.
- b) Key Risk and mitigation plans to mitigate the risks.
- c) Review and observations on technical design documentation.

## 3. **ECGC Infrastructure Setup:**

Tentative Timeline 8 months approximately

### **Scope:**

- a) Identify requirements based on the existing setup.
- b) Recommendations and observations on Infrastructure review.
- c) Understand the infrastructure/network requirement provided by vendor to ECGC.
- d) Enforce utilization of appropriate environment e.g. performance testing should be performed on production-like environment.

- e) Supervision including hardening, customization required and acceptance of Hardware & Infrastructure testing.
- f) Verify VAPT and security testing of infrastructure setup
- g) Consider and review IRDAI Cyber and Technology Risk guidelines
- h) Review Existing and Planned Network including all third party interfaces (Both Public & Private).
- i) Monitor and pinpoint baseline deviations and Risks.
- j) Review the network controls e.g. firewall ACLs of all the applications/Interfaces and monitor any ongoing risks till remediation.
- k) Perform Network review and ensure closure of the issues if any.

**Deliverables:**

- a) Obtain signoff for the requirements from relevant ECGC team
- b) Key Risk and mitigation plans to mitigate the risks
- c) Review and observations on setups and system configuration document

**4. User Interface Guidelines:**

Proposed Timeline – 7 months approximately

**Scope:**

- a) Review the guidelines prepared by vendor and whether it is aligned to regulatory and ECGC requirement, and IRDAI Cyber guidelines.

**Deliverables:**

- a) Obtain signoff for the requirements from relevant ECGC team

**5. Development of modules:**

Proposed Timeline – 18 months approximately

**Scope:**

- a) Drive timely and qualitative “Development” deliverables.

- b) Consider and review IRDAI Cyber and Technology Risk guidelines

**Deliverables:**

- a) Review Source code
- b) Review, handhold and help in implementation of the development methodology to be followed.

6. **Testing Review:**

Proposed Timeline -4 months approximately

**Scope:**

- a) Test Plan Review and UAT results Review.
- b) Review and observations on user manuals content and verify business process flows
- c) Ensure that security testing (VAPT and Appsec) is planned and is on track with closure of gaps identified.
- d) Consider and review IRDAI Cyber and Technology Risk guidelines; ensure that the same should be part of testing plan and testing

**Deliverables:**

- a) To ensure vendor provides the test cases for testing the application / software.
- b) Review the test strategy and test plan prepared by the vendor.
- c) Assist ECGC in defining the process for test case review and sign off.
- d) Assist ECGC monitoring the complete testing.
- e) Assist ECGC in vendor evaluation for the testing agency if required
- f) Assist ECGC in obtaining the final sign-off for testing.
- g) Key Risk and mitigation plans to mitigate the risks
- h) Manage and monitor the end to end testing

## 7. UAT:

Proposed Timeline - 8 months approximately

### Scope:

- a) Defining Acceptance Criteria for UAT.
- b) Design & carry out UAT for acceptance of the solutions for sign-off.
- c) UAT signoff for Solution.
- d) Performance Benchmark.
- e) Define the test case documentation and reporting framework.
- f) Define the test plans and test calendars.
- g) Review the test cases from IRDAI Cyber guidelines and agreed SRS.
- h) Report, manage and monitor the performance benchmark exercise.
- i) Project management of the entire testing for: User Acceptance testing & Performance benchmark.
- j) Document acceptance test results, and identify gaps.
- k) Review of UAT test result.

### Deliverables:

- a) Report on UAT plan for each Solution and Integration.
- b) Review and observations on UAT test cases, test plans and test execution. Conducting sample test to validate business processes.
- c) Key Risk and mitigation plans to mitigate the risks

## 8. Migration:

Proposed Timeline -12 months approximately

### Scope:

- a) Data Migration Strategy Review
- b) Data Cleansing & Data Migration Process activity Review
- c) Data Migration Error Vs Resolution Review
- d) Review of Data Migration plan, approach / strategy and security consideration as per IRDAI guidelines

**Deliverables:**

- a) Review and observations on data migration strategy to be deployed, data migration plan, data migration process review and reconciliation of data migrated
- b) Review the data migration strategy and its plan drafted by the vendor
- c) Project manage the complete data migration and testing
- d) Assist the Bank in data migration sign-off
- e) Key Risk and mitigation plans to mitigate the risks
- f) Manage and monitor the data migration exercise

**9. Training:**

Proposed Timeline - 8 months approximately

**Scope:**

- a) Training Plan and User Manual Review including secure SDLC training based IRDAI Cyber Guidelines
- b) Advice and support the service provider on what kind of product training should be given to ECGC personnel, and who should undergo that training.

**Deliverables:**

- a) Review the training plan prepared by the vendor for core team, end users, technical training
- b) Review the training content and material provided by the vendor
- c) Monitor and manage the training programs including training feedback and corrective actions if any

**10. Deployment, Go-Live & Monitoring of Go-Live:**

Proposed Timeline 9 months

**Scope:**

- a) Evaluate Go Live Readiness, Environment & Application Readiness Review, Production Rollout & Fall back plan Review

- b) Version Control & Document Control Process Review; post implementation security review
- c) Engage with the user team to help in effective adoption of the system.

**Deliverables:**

- a) Review and observations on go-live assessment for all modules being deployed
- b) Review the rollout strategy proposed by the vendor
- c) Manage and monitor the rollout
- d) Assist ECGC in putting in place processes and framework for smooth cut-over and stabilization
- e) Manage and monitor the stabilization of the version upgrade and migration
- f) Assist ECGC and work with the vendor to develop the test cases for testing the compliance of the deployed solution in accordance with ECGC's respective policies.
- g) Key Risk and mitigation plans to mitigate the risks
- h) Manage the project by ensuring all risk w.r.t project implementation for smooth and timely Go-Live and provide executive reports.

**11. Module Integration:**

Proposed Timeline -32 months approximately

**Scope:**

- a) Relevant integration matter expertise in reviewing, testing, validating and hand holding the service provider in the third party components being integrated with the product and internal module integration.

**Deliverables:**

- a) Review the integration strategy proposed by the vendor
- b) Assist ECGC in finalizing and accepting the integration plan and strategy
- c) Manage and monitor the complete integration

12. **Software engineering components:**

Proposed Timeline - 34 months approximately

**Scope & Deliverables::**

- a) Inspecting physically and handholding ECGC in verifying the condition of equipment / system and application software delivered by third party vendor.

13. **Application Security:**

Proposed Timeline - 5 months approximately

**Scope:**

- a) One time Review the regulatory and compliance process incorporated in a document and system.

**Deliverables:**

- a) One-time report highlighting gaps and recommendations.

The Selected Bidder shall be accountable and responsible for the services required to perform and it shall not be an excuse that the employee/personnel or key person of the selected bidder committed mistakes or left the bidder during the continuance of the project per this RFP or for any other reason whatsoever.

**3.5. The bidding documents**

**3.5.1 Documents constituting the Bid:**

The Documents constituting the Bid include:

- (i) Technical Bid (as per the form provided under Annexure -1, and documents and evidences required for Technical Evaluation, and the bidder's solution)
- (ii) Price/ Commercial Bid (as per the form provided under Annexure - 6)
- (iii) All other / supporting documents and Annexures as attached.

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

### **3.6. Preparation of bids**

#### **3.6.1 Language of Bid**

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

#### **3.6.2 Documents Comprising the Bid**

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

**3.6.2.2** The papers like Forms, supporting documents as mentioned above etc. should be submitted in one lot in one envelope.

**3.6.2.3** Any Technical Bid not conforming to the above list of documents will be rejected.

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

#### **3.6.3 Price / Commercial Bid**

**3.6.3.1** Each Bidder is required to complete a Price/Commercial Bid Envelope, comprising of the Price/Commercial Bid 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 both Bids (Technical Bid and Price/Commercial Bid) are not received together.

### **3.6.5 Bid Prices**

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

### **3.6.6 Documentary Evidence Establishing Bidder's Eligibility and Qualifications**

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

### **3.6.7 Partial bids**

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

### **3.6.8 Period of Validity of Bids**

- 3.6.8.1** Bids shall remain valid for a period of 90 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 – 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 super-scribed with "RFP Subject" as well as "Technical Bid" and "Price/Commercial Bid" as the case may be.

- 3.6.9.2** The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall authenticate all pages of the Bids, except for 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.

**3.11.3.3** Technical bid documents will be evaluated for fulfillment of eligibility criteria. Thereafter, Technical bids of only those Bidders who fulfill the eligibility criteria fully as per Annexure-I will be taken up for further evaluation/selection process rejecting the remaining bids.

**3.11.3.4** The evaluation/selection process will be done with combination of technical competence and commercial aspects. The evaluation of functional and technical capabilities of the Bidders of this RFP will be completed first as per the following guidelines. Only technical bid will be subjected for evaluation at this stage.

**3.11.3.5** The evaluation of technical proposals, among other things, will be based on the following:

**3.11.3.6** Prior experience, engagements of the Bidder in undertaking projects of similar nature.

**3.11.3.7** Professional qualifications and experience of the key staff proposed/ identified for this assignment.

- 3.11.3.8** Methodology/Approach proposed for accomplishing the proposed project, Activities / tasks, project planning, Timelines, resource planning, effort estimate etc.
- 3.11.3.9** Various stages of technical evaluation are presented below Eligibility evaluation as per the criteria prescribed in RFP.
- 3.11.3.10** Evaluation of technical proposals of Bidders qualified in eligibility evaluation, based on response and presentation
- 3.11.3.11** Arriving at the final score on technical proposal.
- 3.11.3.12** Selection Criteria
- Stage 1 - Eligibility Criteria Evaluation
  - Stage 2 - Technical Bid Evaluation
  - Stage 3 - Commercial Bid Evaluation
  - Stage 4 - Techno - Commercial Evaluation (Bidder with Highest Marks to be selected)

Cover 'A' will be opened by the Committee constituted by ECGC in the presence of bidders who are present at the address given above.

ECGC will use scoring mechanism defined in the Request for Proposal (RFP) to score each of the RFP responses with appropriate apportionment of scores.

The commercial bid (Cover "B") of only those bidders shall be opened, who have been technically qualified as per the evaluation criteria mentioned below in the presence of bidders who are present at the address given above.

ECGC will select the bid with the highest aggregate marks. Technical bid and Commercial Bid will be allotted marks in the ratio of 60:40 respectively.

### 3.11.3.13 Technical Evaluation Criteria: (PART-I)

S. No	Criteria	Maximum Marks
1	Annual Turnover of the bidder in last three financial years	25
	a. 50 Crore to less than 100 Crore :	15
	b. 100 Crore to less than 300 Crore :	20
	c. 300 Crore or more :	25
2	Project Management Office / Project Risk Management / Project Management support and service consultancy assignments completed /or in process completing.	25
	a. Up to 4 assignments:	15
	b. 5-7 assignments:	20
	c. 8-9 assignments:	22
	d. 10 or more assignments:	25

### 3.11.3.14 Technical Evaluation Criteria: (PART-II)

Presentation-cum-Interaction: (50 marks)

The Bidders who are qualified in eligibility evaluation, have to give presentation/ interactions before panel of representatives of ECGC on the methodology/ approach, time frame for various activities, strengths of the Bidders in carrying out the tasks as per the RFP. The technical competence and capability of the Bidder should be clearly reflected in the presentation. If any short-listed Bidder fails to make such presentation, he will be eliminated from the evaluation process.

At the sole discretion and determination of the ECGC, ECGC may add any other relevant criteria for evaluating the bids received in response to this RFP.

### **3.11.3.15 Commercial Bid Evaluation**

The commercial bid of the eligible bidders shall be opened after the technical evaluation.

#### Evaluation criteria for Commercial bidding

S. No.	Particulars	Marks
1	L-1 (lowest bid)	100
2	L-2	90
3	L-3	80
4	L-4	70
5	L-5	60
5	Beyond L-5	0

### **3.11.3.16 Final Evaluation**

For the purpose of calculating final score, marks obtained in technical and commercial bids evaluation will be assigned a weightage of 60 and 40 respectively i.e. in a ratio of 60:40.

The bidder obtaining the highest total marks will be eligible for appointment as consultant to ECGC Limited.

### **3.11.4 . Award Criteria**

**3.11.4.1** 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 contract/ agreement within 21 working days of the award of Contract, which will be valid for the tenure as mentioned in this RFP Document.

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** 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.
- 3.11.4.3** Corporation reserves the right to reject any or all incomplete Bids.
- 3.11.4.4** 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.
- 3.11.4.5** The queries may be communicated only through the e-mail id provided, IT@ecgc.in the format provided in Annexure VII.
- 3.11.4.6** 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 RFP 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 Earnest Money Deposit (herein after referred as EMD)

#### A. Submission of Earnest Money Deposit

- I. The intending bidders shall submit Bank Guarantee/Demand Draft (REF. Annexure IX Bank Guarantee Format)/Electronic Credit for EMD of Rs.1,00,000/- (Rupees One Lakh Only).
- II. Bank Guarantee shall be drawn in favor of “ECGC Limited” payable at Mumbai
- III. The EMD will not carry any interest.
- IV. The electronic credit should be affected positively one day prior to the last date of tender submission.
- V. The EMD shall be electronically credited to our Bank Account as given below:

Bank	IDBI Bank Ltd.
A/c number *	V003423133000003
IFSC Code	IBKL0000004
A/c Name / Beneficiary Name	ECGC of India Ltd
Bank Branch	Nariman Point, Mumbai
Bank Branch Address	224-A,MITTAL TOWER, A WING, NARIMAN POINT, MUMBAI -21
MICR Code	400259002
Narration	From – Name of Company

#### B. Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

- i. The bidder withdraws the tender after Letter of Acceptance has been dispatched by ECGC Ltd.
- ii. The bidder withdraws the tender before the expiry of the validity period of the tender.
- iii. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- iv. The successful bidder fails to furnish the required Performance Security amount within 21 days from the date of receipt of Letter of Acceptance (herein after referred as LOA)

### **C. Refund of EMD**

- i. EMD shall be refunded to the successful bidder, only after signing of the contract, furnishing of Security Deposit by way of Bank Guarantee and release of Purchase Order.
- ii. Unsuccessful bidders will be intimated through e-mail and the EMD without interest shall be refunded to them after awarding the contract to the successful bidder.

### **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.

#### **3.11.7.3 Rejection of RFPs**

- a. The RFP is liable to be rejected inter alia:
- b. If it is not in conformity with the instructions mentioned herein,
- c. If it is not accompanied by the requisite proof of EMD paid.
- d. If it is not properly signed by the bidder,
- e. If it is received after the expiry of the due date and time,
- f. If it is evasive or incomplete including non-furnishing the required documents.
- g. If it is received from any blacklisted bidder or bidder whose past experience is not satisfactory.
- h. The Technical Bid should NOT contain any price information. Such bid, if received, will be rejected.
- i. Any other reason.

### **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 - XI 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.

### **3.11.9 Signing of Service Contract/Agreement**

- a. The successful bidder/consultant will be required to enter into an Agreement/ Service Contract as per format prescribed by ECGC within 21 days from the date of acceptance by the successful bidder of the offer of the ECGC. The failure, delay or evasion on the part of the successful bidder to execute the Agreement/Service Contract within the mutually agreed period mentioned will result in expiry of the validity of the bid. In such a case the Earnest Money deposited by the successful bidder / consultant shall be forfeited by the Corporation without further notice to the successful bidder/ consultant. The failure, delay or evasion on the part of the successful bidder/ consultant to commence project within 7 days from the date of execution of the

Agreement/Service Contract will result in termination of the Agreement/ Service contract. In case of termination of the Agreement/Service Contract on account of failure, delay or evasion on the part of the successful bidder/ consultant to commence the project within 7 days from the date of execution of the agreement/Service Contract, in addition to the termination of the service contract, ECGC shall have the absolute right to adjust the said amount against EMD towards loss and damage suffered by the Corporation. The Service contract/agreement between the selected bidder Vendor and the Corporation Purchaser will be signed in accordance with all the terms and conditions mentioned in this RFP document.

- b. The successful bidder has to furnish two copies of the service contract/agreement on non-judicial stamp paper of appropriate value with all the above terms and conditions mentioned including the commercials. The draft of the contract/agreement/ service contract will be shared to the successful bidder along with the LOA.
- c. The successful bidder has to furnish the duly signed contract/agreement, along with the performance guarantee equivalent to 10% of the contract value, for ECGC's counter signature within 21 days from the receipt of LOA.
- d. The performance guarantee will be returned by ECGC on successful closure of the project.

## 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;
- 4.1.1.7 “The Project” means **Consultancy for Project Risk Management SERVICES & SUPPORT**”
- 4.1.1.8 “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.

**4.1.4 Damages/ Liability clause.**

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

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

#### **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 (BKC), Bandra East, Mumbai – 400051. However, the Vendor's team would be required to travel to ECGC's Registered Office in Mumbai or nearby locations in Mumbai, for meetings with / discussions with / presentations to ECGC's Senior Management. The Team would be required to travel and / or be posted at Vendor's office in Mumbai/ Navi 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 / or to the Board of Directors of ECGC. 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.

The cost of travels outside Mumbai/ Navi Mumbai as per ECGC's approval shall be reimbursed by ECGC on actual basis. However, the cost of local travel shall not be reimbursed by ECGC and expected to be included in the Project commercials. No lodging and other cost will be reimbursed.

#### **4.1.6 Service Delivery Period**

The Vendor is expected to draw out and present the overall timeline for service delivery in accordance with milestones presented by the Vendor in the RFP response and the Solution Presentation as described in Section - 1 of the RFP Document. These will form the basis of delivery timelines and of the payment schedule, subject to outer limit of six months. The exact specifications of the timeliness and consequent milestone-based payment schedule shall be mutually agreed upon with the Vendor, subject to no advance payments. ECGC Ltd reserves the right to grant an extension, and / or cancel the order, and / or invoke the PBG, and/or take appropriate legal action in the event of any breach of contract.

#### **4.1.7 Termination**

ECGC may terminate the Contract with at least 15 days prior written notice to the Vendor on account of any material breaches committed by the Vendor in breach of its obligations under the Contract or any other subsequent documents containing obligations agreement/purchase order and if the breach is not cured within 15 days from the date of notice.

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 Insolvency**

ECGC reserves the right to terminate the agreement/ service contract by giving written notice to the successful bidder (service provider) without compensation, if the successful bidder (service provider) becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Corporation.

#### **4.1.9 Indemnity**

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

#### **4.1.10 Arbitration**

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

#### **4.1.11 Governing Law and Jurisdiction**

The bids and any agreement/ service contract resulting therefrom shall be governed by and construed according to the Indian Laws. The High Court of Bombay shall alone have jurisdiction for the purposes of adjudication of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching the works awarded or the terms and conditions of the Contract.

#### **4.1.12 Survival**

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

#### **4.1.13 Working on ECGC's Holiday**

Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to respective locations head. The Vendor should provide the visiting Team member's details in advance to respective offices. The Team Member shall visit at the scheduled date and time and show his identity card/ permission letter when asked for.

#### **4.1.14 Liquidated Damages**

The liquidated damages is an estimate of the loss or damage that ECGC may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions) of the service contract relating to supply, delivery, installation, operationalization, implementation, training, support/services, acceptance, etc. of the solution by the Bidder and the Bidder shall be liable to pay ECGC a fixed amount for each day of delay / non-performance of the obligations by way of liquidated damages. The liquidated damages shall amount to 1% per week of delay attributable to the bidder for each head as quoted in the Commercial Bid.

Liquidated damages are not applicable for reasons attributable to ECGC and Force Majeure. However, it is the responsibility/onus of the Bidder to prove that the delay is attributed to ECGC and Force Majeure. The

Bidder shall submit the proof authenticated by the Bidder and ECGC's official that the delay is attributed to ECGC and Force Majeure along with the bills requesting payment.

#### **4.1.15 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.

#### **4.1.16 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.

#### **4.1.17 Rights of the Corporation:**

- a. ECGC is under no obligation and 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.

- b. ECGC reserves the right to make any changes in the terms and conditions of the tender. ECGC will not be obliged to meet and have discussions with any Bidder or to entertain any representations.
- c. While processing the Bids, ECGC further reserves the right to delete or reduce any item or section contained the RFP Document or in the Scope of Work at Clause 4.1.2 without assigning any reason thereof.

**4.1.18 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.

**4.1.19 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.

**4.1.20 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 for responsibilities are:

- i. Data and application privacy and confidentiality.
- ii. 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.

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## Section – 5

### Annexure – I: Eligibility Criteria

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

Sr. No.	Criteria	Evidence Required	Complied (Yes / No)
1	The applicant should be a Company registered under the Companies Act, 2013; Companies Act, 1956 or under any previous company law or Partnership Firm and should have its registered offices in India. It should also be registered with the appropriate authorities for all applicable statutory taxes/duties	Certificate of Incorporation / Registration certificate from Registrar of firms.	
2	The Applicant should be in existence for five years as on 31.12.2018.	Certificate of Incorporation / Registration certificate from Registrar of firms.	
3.	The bidder should not have been blacklisted by Central / State Government / PSU's / Regulatory bodies as on the date of bid submission	Self-Declaration by Bidder as per format provided in Annexure II: No Blacklisting Declaration.	
4	The Bidder should have a turnover of INR 50 Crore or higher, and should be profitable for the last three years	Audited AR / Balance Sheet / CA Certified Statements for the period.	

<b>S. No</b>	<b>Criteria</b>	<b>Value</b>	<b>Maximum Marks</b>
<b>5</b>	Annual Turnover of the bidder in last three financial years		<b>25</b>
	d. 50 Crore to less than 100 Crore :		15
	e. 100 Crore to less than 300 Crore :		20
	f. 300 Crore or more :		25
<b>6</b>	Project Management Office / Project Risk Management / Project Management support and service consultancy assignments completed /or in process completing.		<b>25</b>
	e. Up to 4 assignments:		15
	f. 5-7 assignments:		20
	g. 8-9 assignments:		22
	h. 10 or more assignments:		25

## **Annexure – II: No Blacklisting Declaration**

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

Date: dd.mm.yyyy

To

Deputy General Manager (Information Technology)  
ECGC Limited, Information Technology Division,  
The Metropolitan, 7th Floor, C – 26/27, E Block,  
Bandra-Kurla Complex,  
Mumbai – 400 051

**Subject: Submission of No Black Listing Self-Declaration for RFP Ref. No. :**

**ECGC: PRM SERVICES & SUPPORT Framework and Consulting Services:  
2019-21 “RFP FOR PRM SERVICES & SUPPORT”**

Dear Sir/Madam,

We do hereby declare and affirm that we have not been blacklisted/debarred/ De-registered by any Central / any State Government / Public Sector Undertaking/ Private Sector/any other agency or any regulatory bodies as on the date of bid submission.

(Authorized Signatory of  
Bidder) For (Bidder's  
name)

Date\_\_\_\_\_ (Company Seal)

### **Annexure III: Assignment Details**

Please provide details of assignments undertaken.

I, the undersigned, certify that to the best of my knowledge and belief, the above provided information correctly describes my experience in PRM SERVICES & SUPPORT. I understand that this information is part of the basis for evaluation for the appointment of consultant for 'PRM SERVICES & SUPPORT'

(Signature of Key Professional)

## Annexure IV: Proposed Team Profile

Attach **detailed CVs of the proposed resources** reflecting relevant education and experience (along with Annexure VI).

I, the undersigned, certify that to the best of my knowledge and belief, the above provided information correctly describes the experience of key professional to be deployed in the assignment of ECGC in PRM SERVICES & SUPPORT. I understand that any wilful misstatement described herein may lead to Company/Firm's disqualification or dismissal, if engaged.

Signature of Authorized person (in full and initials)

Name and Title of the Signatory:

Name of the Applicant:

Address:

E-mail ID:

Contact

Number:

Place:

Seal and signature of the bidder

Date:

## **Annexure V: Details of Key Professionals**

I, the undersigned, certify that to the best of my knowledge and belief, the above provided information correctly describes the experience of key professional to be deployed in the assignment of ECGC in PRM SERVICES & SUPPORT. I understand that any willful misstatement described herein may lead to Company/ Firm's disqualification or dismissal, if engaged.

Signature of Authorized person (in full and initials)

Name and Title of the Signatory:

Name of the Applicant:

Address:

E-mail ID:

Contact

Number:

Place:

Seal and signature of the bidder

Date:

Details of all the key professionals to be deployed in engagement team are to be provided in the above format.

## Annexure VI: Undertaking For Nil Deviations

To

Deputy General Manager (Information Technology)  
ECGC Limited, Information Technology Division,  
The Metropolitan, 7th Floor, C – 26/27, E Block,  
Bandra-Kurla Complex,  
Mumbai – 400 051

Subject: Undertaking for Nil Deviations for RFP for PRM SERVICES & SUPPORT”

Dear Sir,

Our bid complies with the techno-commercial requirements of the RFP and there are no deviations (nil deviations) from the terms and conditions of the RFP. All the terms and conditions of the RFP are acceptable to us.

Date:

Signature of Authorised Signatory:

Place:

Name of the Authorised  
Signatory: Designation:

Name of the Organization

### Annexure VII: Queries Format

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

Note: The queries may be communicated only through the e-mail id provided, [it@ecgc.in](mailto: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 format.

## **Annexure VIII: 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 PRM SERVICES & SUPPORT 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, defenses 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 failure or delay on the part of any party relating to the exercise of any right, power, privilege or remedy provided under this RFP and the subsequent agreement with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this RFP and subsequent agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity unless such waiver , amendments or modification is in writing and signed by the party against whom enforcement of the waiver ,amendment or modification is sought.

## **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 gement 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 IX: Bank Guarantee Format for EMD

To

Deputy General Manager (Information Technology)  
ECGC Limited, Information Technology Division,  
The Metropolitan, 7th Floor, C – 26/27, E Block,  
Bandra-Kurla Complex,  
Mumbai – 400 051

Whereas..... (Hereinafter called “the Bidder”) has submitted its bid dated..... (Date of submission of bid) for “PRM SERVICES & SUPPORT” (hereinafter called “the Bid”), we..... (Name of company), having our registered office at..... (Address of bank) (Hereinafter called “the Bank”), are bound unto ECGC Ltd (hereinafter called “the Purchaser”) in the sum of Rs.1,00,000/- (Rupees One lakh only) for which payment to be made to the said Purchaser, the Company binds itself, its successors, and assigns by these presents.

The Conditions of this obligation are:

- If the Bidder withdraws his offer after issuance of letter of acceptance by ECGC;
- If the Bidder withdraws his offer before the expiry of the validity period of the RFP
- If the Bidder violates any of the provisions of the terms and conditions of this RFP specification.
- If a Bidder who has signed the agreement/ service contract and furnished Security Deposit backs out of his RFP bid.
- If a Bidder, having received the letter of acceptance issued by ECGC, fails to furnish the bank guarantee and sign the agreement/ service contract within the 21 days from the letter of acceptance.

We undertake to pay ECGC up to the above amount upon receipt of its first written demand, without ECGC having to substantiate its demand, provided that in its demand ECGC will note that the amount claimed by it is due to it, owing to the

occurrence of all/any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including ninety (90) days from last date of bid submission. Notwithstanding anything contained herein:

1. Our liability under this bid security shall not exceed Rs. 1,00,000/-
2. This Bank guarantee will be valid up to ..... (Date);
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before ..... (Date).

In witness whereof the Bank, through the authorized officer has set its hand and stamp on this.....day of .....at .....

(Signature of the Bank)

**NOTE:**

1. Bidder should ensure that the seal and CODE No. of the authorized signatory is put by the bankers, before submission of the bank guarantee.
2. Bank guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of appropriate value.
3. Bid security should be in INR only.
4. Presence of restrictive clauses in the Bid Security Form such as suit filed clause/ requiring ECGC to initiate action to enforce the claim etc., will render the Bid non- responsive. Unsuccessful bidder's bid security will be discharged or returned after the expiration of the period of bid validity prescribed by ECGC.

The successful bidder's bid security will be discharged upon the bidders signing the contract and furnishing the performance bank guarantee.

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

To

The Deputy General Manager (Information Technology)  
ECGC Limited, Information Technology Division,  
The Metropolitan, 7th Floor, C – 26/27, E Block,  
Bandra-Kurla Complex,  
Mumbai – 400 051

Letter Of Authorization For Attending Bid Opening for RFP No: ECGC: PRM  
SERVICES & SUPPORT Framework and Consulting Services: 2019-21

The following persons are hereby authorized to attend the bid opening  
on \_\_\_\_\_(date) in the RFP for “PRM  
SERVICES & SUPPORT” 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 – XI : PROFORMA BANK GUARANTEE FOR PERFORMANCE

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

IN CONSIDERATION OF ECGC LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at 10<sup>th</sup> 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 **APPOINTMENT OF CONSULTANT FOR PROJECT RISK MANAGEMENT SERVICES & SUPPORT** 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-fulfillment 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 fulfill 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 - XII: Undertaking to ensure standards of integrity**

We hereby agree and undertake that we have not directly or through any other person or firm offered, promised or given nor shall we offer, promise or give, to any employee of ECGC involved in the processing and/or approval of our Request for Proposal or to any third person any material or any other benefit which he/she is not legally entitled to, in order to obtain in exchange advantage of any kind whatsoever, before or during or after the processing and/or approval of our Request for Proposal."

### Annexure - XIII: Commercial Bid

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

The Commercial Bid should contain the Total project cost. **ECGC will not provide any reimbursement for Lodging / boarding, local conveyance or any other related expenses.**

The bidder has to **quote base price based on the scope of work.** All commercials quoted shall be **Exclusive of applicable taxes.**

#### Summary of Total Cost of Ownership (TCO):

S.No.	SCOPE ITEMS	PRICE (IN INR ONLY)
1.	Current state assessment	
2.	SRS & Design	
3.	ECGC Infrastructure setup	
4.	User Interface Guidelines	
5.	Development of module	
6.	Testing	
7.	UAT	
8.	Migration	
9.	Training	
10.	Deployment, Go-Live & Monitoring of Go-Live	
11.	Module Integration	
12.	Software engineering components	

13.	Application Security	
<b>Total Cost of Ownership (TCO) In Figures</b>		
<b>Total Cost of Ownership (TCO) In Words</b>		

**Note: -**

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

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

Place:

Date:  
Bidder

Seal & Signature of the

### Annexure - XIV: Checklist

S.No	Document	Enclosed
1.	<b>Cover A : Technical Bid</b>	
	Copy of RFP published in the website <a href="https://www.ecgc.in">https://www.ecgc.in</a> duly signed and stamped.	
	Annexure I: Eligibility Criteria along with Supporting Documents	
	Annexure II: No Blacklisting Declaration	
	Annexure III : Applicant's Assignment Details	
	Annexure IV: Proposed Team Profile	
	Annexure V: Details of Key Professionals	
	Annexure VI: Undertaking for NIL Deviation	
	Annexure VII: Queries Format	
	Annexure VIII: Non-Disclosure Agreement Format	
	Annexure IX: Bank Guarantee format for EMD	
	Annexure X: Format for Letter of Authorization	
	Annexure XI: PROFORMA BANK GUARANTEE FOR PERFORMANCE	
	Annexure XII: Undertaking to ensure standards of integrity	
	Annexure XIV: Check List	
	The technical bid should also detail the following: <ul style="list-style-type: none"> <li>• Understanding of project scope</li> <li>• Approach and Methodology</li> <li>• Tentative project schedule and plan</li> <li>• List of deliverables</li> </ul>	
	Other relevant information , If any	
2.	<b>Cover B :Commercial Bid</b>	
	Annexure XIII: Commercial Bid	