



**REQUEST FOR PROPOSAL
FOR
APPOINTMENT OF CONSULTANT FOR THE SELECTION OF SYSTEM INTEGRATOR
TO SETUP A TIER-III or EQUIVALENT DATA CENTRE**

Ref: ECGC/Tender-02/IT/07/2019-20

Date: 01.07.2019

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Section 1

1. Introduction

1.1. Invitation to Bidders

By way of this Request For Proposal ('RFP') Document (hereinafter also referred to as 'the Bid Document' or 'the Tender Document') **ECGC Limited** (hereinafter referred to as 'ECGC / the Corporation'), a company wholly owned by Government of India and set up in 1957, invites competitive Bids from consultants (hereinafter referred to as ('the Bidder(s)').) for **“APPOINTMENT OF CONSULTANT FOR THE SELECTION OF SYSTEM INTEGRATOR TO SETUP A TIER-III or EQUIVALENT DATA CENTRE”**.

The “Technical and Price/Commercial Bids” along with the supporting documents would be received in physical form.

The Bidder(s) are advised to study the Tender Document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

The Bid Document may be downloaded from the Corporation's website www.ecgc.in. Please note that all the required information asked needs to be provided. Incomplete information may lead to rejection of the Bid. The Corporation reserves the right to change the dates mentioned in this RFP Document, which will be communicated to the Bidder(s), and shall be displayed on the Corporation's website. The information provided by the Bidder(s) in response to this RFP Document will become the property of ECGC and will not be returned. ECGC reserves the right to amend, rescind or reissue this RFP Document and all SUBSEQUENT amendments, if any. Amendments or changes shall be displayed at ECGC's website only.

1.2. Schedule of events

Bid Document Availability	The Bid Document can be downloaded from website up to 01.07.2019.
Last date of submission of Bids	03:00 PM on 22.07.2019.
Pre-Bid meeting	10:00 AM on 10.07.2019.
Opening of Technical Bids	03:00 PM on 24.07.2019.
Solution Presentation by Bidder	Date and time shall be intimated later.
Opening of Price/Commercial Bids	Within fifteen days of opening of Technical Bids. Date will be communicated to such Bidder(s) who will qualify in the Technical Bids.
Contact Details: Deputy General Manager (Information Technology) : 022-6144 8155 Assistant General Manager (Information Technology) : 022 -6144 8153 Senior Manager (Information Technology) : 022 – 6144 8168 Assistant Manager (Information Technology) : 022 – 6144 8145	
Address for Communication and submission of Bid.	Deputy General Manager (Information Technology) ECGC Limited, Information Technology Division, The Metropolitan, 7 th Floor, C – 26/27, E Block, Bandra-Kurla Complex, Mumbai – 400 051
Telephone	022-6144 8153/68/45
All correspondence / queries relating to this RFP Document should be sent to / through following email ID only	it@ecgc.in

Section - 2

2. Disclaimer

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

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

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

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

Section - 3

3. Instructions for Bidder(s)

3.1. General Instructions

- 3.1.1** Before bidding, the Bidder(s) are requested to visit the ECGC website <https://www.ecgc.in> and also carefully examine the Tender Document and the General Terms and Conditions of the Contract (TCC) contained therein, and if there appears to be any ambiguity or discrepancy between any terms of the Tender Document and the Contract, they should immediately refer the matter to ECGC for clarifications.
- 3.1.2** The Bidder, for the purpose of making the Bid, shall complete in all respects, the form(s) annexed to the Tender Document, quote the prices and furnish the information/ documents, called for therein, and shall sign and date on each of the forms/documents in the space provided therein for the purpose. The Bidder shall affix its initial on each page of the Bidding Documents.
- 3.1.3** The Bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the officers duly authorized by the body corporate with its common seal duly affixed. In case of a consortium, the Bid shall be signed by the officer (s) so authorized by each consortium member and the Bid shall be affixed with the common seals of each member of the consortium.
- 3.1.4** The Bid shall contain the address, Tel. No., Fax No. and e-mail id, if any of the Bidder, for the purposes of serving notices required to be given to the Bidder in connection with the Bid.
- 3.1.5** The Bid form and the documents attached to it shall not be detached from one another and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the forms or documents attached thereto. Any alterations or changes to the entries in the attached documents shall only be made by a separate covering letter otherwise it shall not be entertained for the Bidding process.
- 3.1.6** The Bidder, irrespective of its participation in the bidding process, shall treat the details of the documents as privileged, secret and confidential.

- 3.1.7** ECGC does not bind itself to accept the lowest of any Bid and has the right to reject any Bid without assigning any reason whatsoever. ECGC also reserves the right to re-issue the Tender Document.
- 3.1.8** Bids shall be submitted in two parts i.e. (1) Technical Bid and (2) Price/Commercial Bid.
- 3.1.9** The Bidder shall submit the Technical Bid as per the form provided under **Annexure – 1** and the same shall be enclosed in single sealed envelope.
- 3.1.10** The Bidder shall submit the Price/Commercial Bid as per the form provided under **Annexure – 6** and the same shall be enclosed in another sealed envelope.
- 3.1.11** Supporting documents are to be submitted in the Technical as well as Price/Commercial Bids. Incomplete or partial submission of relevant documents will lead to disqualification.
- 3.1.12** The rates should be sent only in the prescribed format. Non-conformance or quotations received in any other format may result in rejection of the Bid.
- 3.1.13** The Bidder should ensure that there are no cuttings, over-writings, and illegible or undecipherable figures to indicate their Bid. All such Bids may be disqualified on this ground alone. The decision of the Corporation shall be final and binding on the Bidder. The Bidder should ensure that ambiguous or unquantifiable costs / amounts are not included in the Bid, which would disqualify the Bid.
- 3.1.14** Each Bidder can submit only one Bid.
- 3.1.15** No queries or change in requirements specifications/line items will be entertained in terms of the Bid process, except if such changes are advised or are approved by the Corporation.
- 3.1.16** The Bidder should commit to provide the resources desired by the Corporation for the entire duration of the engagement, at the agreed cost and terms and conditions.

3.2. Cost of Bidding:

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

3.3. Validity Period:

Bids shall have the validity period of 60 days from the closing date of the RFP. Bidders are requested to offer 60 days validity as per Bid Terms. The prices quoted shall remain firm and fixed during the currency of the Purchase order/Contract unless agreed otherwise by the Corporation.

3.4. Scope of Work

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

1. Project Planning and Initial Assessment of requirements
2. RFP Preparation & Vendor Selection/Servicing
 - a. RFP for **Non-IT Infrastructure** /construction of Data Centre
 - b. RFP for purchase / procurement of IT infrastructure for existing and proposed requirements
3. RFP for shifting of existing Data Centre (DC) Infrastructure to new DC and Go-live, including Planning and monitoring of the effort.
4. End to End Quality Assurance and Program Management Services

It is expected that the entire scope of work / engagement (including that dependent on third parties appointed via RFPs as above, shall be completed within 10 to 14 months from the award of purchase order / work order / letter of intent for this RFP. The actual period shall be firmed up in mutual discussion with winning bidder during contract finalization.

3.4.1 Detailed Scope of Work:

1. **Work Stream 1:** Project Planning and Initial Assessment of requirements

- Understanding of ECGC's existing environment and requirement.
- Drafting/ Listing the draft requirements and discussing the same with the ECGC.
- Drafting the Data Centre design based on current global leading practices, the most contemporary design, with energy efficient technologies, and to comply with the latest Indian Standard Codes of Practices. The Data Centre will need to conform to the Tier 3 / 3+ standards as per UPTIME Institute guidelines for Data Centers.

- Listing ECGC's Information Technology & Information Security Policy compliance requirements for the Data Centre.
- Analyzing the existing Data Centre and Disaster Recovery setup in a comprehensive manner (including but not limited to space, power, cooling and other environmental infrastructure) to arrive at a deep understanding of the ECGC infrastructure, security, and application portfolio (including ongoing projects).
- Analyzing the site of the proposed full-fledged Data Centre in Mumbai, and prepare a comprehensive report which shall form the basis of further development of the Data Centre
- Finalization of Project Requirements and Design principles for the RFP which should include the broad requirements based on the verification study and the management requirements in line with the Tier 3 standards. Map requirements against the Tier 3 standards & define the TO-BE Concept Model with key features, functions, standards necessary as part of the overall solution. This may include (representatively):
 - Civil and Interiors for entire site, including Raised floor area.
 - Electrical power, total power assessment. Line drawings of electrical layout.
 - UPS systems.
 - LAN cabling (active and Passive components)
 - Generators (DG Sets, underground fuel tanks)
 - Air Conditioning plant (Comfort & Precision).
 - Fire Alarm and Fire Detection System (HSSD and VESDA)
 - Internal Network design and Data cabling
 - Fire Suppression System, as per latest safety standards for Gas emission with least environmental damage.
 - Access Control System
 - Security System
 - CCTV with recording & storage facilities
 - Public Address System
 - Pest & Rodent Repellant Systems
 - Water Leak Detection System
 - Building Management System

- Emergency Lighting and Signage
- Any system software / tools required for the above, including licensing strategy.
- Post-implementation 24*7*365 support including hands-and-feet support as required.

2. Work Stream 2: RFP Preparation & Vendor Selection/Serviceing

a) Non-IT Infrastructure:

- Defining of tendering procedure & methodology based on ECGC's/Central Vigilance Commission (CVC) guidelines and procedure.
- Prepare a RFP for constructing, implementing, testing, commissioning, and supporting the Data Centre to Tier III or equivalent specifications (except IT infrastructure like servers, storage etc.) in consultation with ECGC and construction vendor teams, and assist ECGC in tendering process for the same.
- The RFP must have pre-defined eligibility and evaluation criteria, and the Bidder must ensure compliance with CVC and other Government and Regulatory guidelines in all respects of public tender.
- Assist ECGC through the process of floating the RFP and in answering vendor queries, conducting pre-bid meeting(s), and executing other aspects of tendering as per guidelines.
- Evaluate the responses to the RFP in terms of eligibility, technical evaluation, and financial bid, and submit recommendation to ECGC team for selecting the winning bid.
- Assist the ECGC team in designing and drafting a contract to be entered into with the winning vendor, including its terms, conditions, payment structure, monitoring and governance structure, legal and regulatory aspects etc. For this, the Bidder may have to work with the Legal Department of ECGC, including any legal firm appointed by ECGC for drafting the contract etc.

b) Purchase/procurement of IT Infrastructure (existing setup and future projections):

- In parallel, prepare another separate RFP (including technical and commercial evaluation criteria and other aspects similar to RFP for non-IT Infrastructure above) and float it within a reasonable period of lead time for purchase / procurement of IT infrastructure, and its installation and commissioning required to set up the Data Centre, in consultation with ECGC team. This RFP should also adhere to CVC / Government / regulatory guidelines.
- The Bidder shall be required to understand the current and future Infrastructure requirements and float the RFP, assist ECGC in answering vendor queries, conducting pre-bid meeting(s), and executing other aspects of tendering as per guidelines.
- The Bidder shall be required to evaluate the responses to the RFP in terms of eligibility, technical evaluation, and financial bid, and submit recommendation to ECGC team for selecting the winning bid.
- The Bidder shall assist the ECGC team in designing and drafting a contract to be entered into with the winning vendor, including its terms, conditions, payment structure, monitoring and governance structure, legal and regulatory aspects etc. For this, the Bidder may have to work with the Legal Department of ECGC, including any legal firm appointed by ECGC for drafting the contract etc.
- Set up the monitoring and governance structure to ensure project implementation and co-ordinate with the vendor, ECGC's construction vendor, ECGC Administration Department, and other entities as need be.
- Keep ECGC team continuously informed of progress and anticipate and address bottlenecks and impediments with relevant parties, with the assistance of ECGC.
- Certify bills / invoices raised by vendor for payments against milestones / rate contract / delivery etc. to enable ECGC to make timely payments to vendor.
- This IT infrastructure should be adequately sized in terms of current ECGC IT infrastructure (server / storage / network / security / software licensing), including any ongoing projects at the time, and provision for at least 20%

spare capacity. The Bidder should also consult ECGC team regarding future expansion at this time, and prepare a generic projection specification for the same, to be procured in a staggered timeframe.

- The Bidder must also consider reuse of any existing infrastructure component including software, which may already be present at the time of floating this RFP.

3. Work stream 3: Shifting IT infrastructure into the new Data Centre

- Assist ECGC in running a program management office (PMO). The proposed PMO will constitute preparing and/or reviewing following key aspects:
 - Data Center readiness check list
 - Data center transition from current DC to proposed DC site.
 - Review and finalization of checklist for deployment, installation & implementation of physical & logical assets & its network connectivity.
 - Verify completion of activities as per check list.
 - Define and set up program governance team.
 - Identify the ownership & prepare the (Responsibility, Accountability, Consultation, Information) RACI matrix with clear assignment of tasks.
 - Identify and document key risks and possible mitigation plans against key activities of project plan.
 - Document acceptance criteria, entry and exit considerations across different phases of migration.
 - Following deliverables are expected at a minimum, from the Bidder:
 - ◆ Define the current IT service catalogue by creating a profile of the applications and the related infrastructure. Find out the critical inter-dependence between all IT infrastructure and the underlying applications. Understand the current facilities, support and Service Level Agreement (SLA) offered by the related Company Vendors/in-house team.
 - ◆ Design high level of the Target Data Centre layout spanning across application, systems, network and shared services.

- ◆ Create a RACI Matrix to identify interdependencies and define clear responsibilities across the stakeholders across the complete shifting program.
- ◆ Compile a transition plan for the shifting based on the technology imperatives and the management decisions. Selected consultant will provide options along with related pointers/dependencies along with suggestion.
- ◆ Create a high level implementation & move plan with timelines and roles and responsibilities.
- ◆ Assist in creating a Risk Management framework along with suitable mitigations/workarounds.

- ◆ **Prepare a Request for Proposal (RFP) for the DC shifting,** encompassing the following key areas:
 - RFP response guidelines
 - Executive Scope of Work
 - Detailed Scope of work
 - Evaluation Methodology
 - Eligibility Criteria
 - Technical Evaluation
 - Commercial Evaluation
 - Project Timelines
 - SLA and Penalty Computation
 - Payment Terms
 - Standard Terms & Conditions (non-legal)
 - Other RFP related annexures/appendices, i.e. Bill of material template, technical specifications, conformity letters, etc.
- ◆ Conduct Vendor Evaluation and Selection
- ◆ Eligibility Criteria Evaluation – Conduct eligibility criteria evaluation as per the criteria defined in the RFP, highlight the findings and assist the Corporation in sharing clarifications with the Bidders.
- ◆ Technical Evaluation - Review the Vendor submissions in compliance with the Corporation's requirements. Selected consultant will also assist in conducting product demos and site

visits. Identify gaps, if any, and assist the Corporation in resolution of the same. Furnish a detailed technical evaluation report sighting the findings and the resolution, suggestions as per the criteria defined in the RFP.

- ◆ Commercial Evaluation – Conduct commercial evaluation of the eligible bids. Provide a detailed commercial evaluation.
- ◆ Assist the Corporation to identify a competent Vendor to execute the project, negotiate with the vendor (if necessary), and provide draft Purchase Order (PO), contract, SLA, Non-Disclosure Agreement (NDA), etc.
- ◆ Monitor the project to completion and certify bills for payment accordingly.

4. Work stream 4: End to End Quality Assurance and Program Management Services

- Assist ECGC in running the program management office (PMO). The proposed PMO will constitute the following key activities.
- Review of existing project plan & establish Transition Strategy, Governance, Communication & Escalation structure. Define and Set up program governance team.
- Document short term, long term & fall back strategy.
- Define and Set up program governance teams for each engagement as described above.
- Identify impact on existing third party vendors and service delivery framework.
- Review vendor contract, Finalize & Document Agreed SLAs & all activities to be performed by vendors.
- Baseline current environment (Infrastructure, Application & Data bases).
- Prepare checklist & verify each activity for deployment, Installation Implementation & Testing of Physical & Logical Assets, Applications, Databases & its connectivity across above projects.
- Prepare checklist & verify activities for construction, procurement, deployment, production environment readiness, Application Migration, TDE

Encryption, Data Migration (Historical & Current), Final cutover, Post cutover, New DR Testing, Change management etc.

- Ensure implementation of all relevant Information and Cyber Security standards and compliances as per best practices in terms of Tier III or similar Data Centre, and also in terms of existing DC / DR setup of ECGC, and also overall Governance guidelines and best practices. This may include (but not limited to overall execution ready project plan, facilitate session(s) focused on gaining a common view with all stakeholders, define Project Management Transformation program and team structure, User / Administrator training and handover processes, completeness of sign offs and documentation, Testing at application, DB, network, and security layers, actual cutover planning and execution, and recommendations for decommissioning.)
- Identify and document key risks and possible mitigation plans against key activities of project plans.
- Document acceptance criteria, entry and exit considerations across different phases of migration.

3.5. The bidding documents

3.5.1 Documents constituting the Bid:

The Documents constituting the Bid include:

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

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

3.5.2 Pre-bid Meeting:

The Bidder(s) having any doubt/ queries/ concerns with any clause of this document or selection process shall raise their concern within 7 days of release

of RFP Document. ECGC will not be liable to accept or provide any explanation towards any doubt/ concerns later on whatever the same may be.

A pre-bid meeting as per schedule given in the RFP document shall be held where bidder's queries will be discussed.

The bidders attending the pre-bid meeting shall compulsorily inform in advance about name, Designation, contact number (Mobile and Landline) of participants. Not more than 3 participants will be allowed from each bidder company.

The queries shall be communicated only through the e-mail id provided, IT@ecgc.in in the format provided in Annexure VII.

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

3.6. Preparation of bids

3.6.1 Language of Bid

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

3.6.2 Documents Comprising the Bid

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

- a)** Technical Bid Form as per Annexure - 1
- b)** Supporting documents as mentioned in Annexure - 1

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

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

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

3.6.3 Price / Commercial Bid

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

3.6.4 Bid Form

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

3.6.5 Bid Prices

3.6.5.1 Prices are to be quoted in Indian Rupees only.

3.6.5.2 Prices quoted should be exclusive of all Central / State Government levies, taxes (including Service Tax / GST) which will be deducted at source at applicable rates.

3.6.5.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, during the validity period of the contract. Taxes / Duties / Levies / Cess etc. levied by Central or State Governments, or Statutory, Quasi-Government Bodies, or Regulators may be charged as per actuals, and are allowed to be varied. A Bid submitted with an adjustable price quotation, other than exceptions specified herein, will be treated as non-responsive and shall be rejected.

3.6.6 Documentary Evidence Establishing Bidder's Eligibility and Qualifications

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

3.6.7 Partial bids

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

3.6.8 Period of Validity of Bids

3.6.8.1 Bids shall remain valid for a period of 60 days from the date of opening of the Bid.

3.6.8.2 In exceptional circumstances, the Corporation may solicit the Bidder's consent to an extension of the period of validity of the Bid on the same terms and conditions. The request and the responses thereto shall be made in writing. At this point, a Bidder may refuse the request without risk of exclusion from any future RFPs or any debarment.

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

3.6.9 Format and Signing of Bid

3.6.9.1 Each Bid shall be in two parts:

Part I – Technical Bid.

Part II – Price/Commercial Bid.

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

3.6.9.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall authenticate all pages of the Bids, except for 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** The Technical Evaluation would be first carried out as per the Evaluation Criteria specified in Part I of Annexure- 4 of this RFP. The Bidders who score minimum of 70% in this Part shall be deemed to be qualified. The qualified Bidders in Part - I will be informed and called for making presentation before the ECGC Technical Evaluation Committee for this RFP, and will be evaluated as per Part - II of the Evaluation Parameters as specified in Annexure - 4.
- 3.11.3.4** During evaluation and comparison of Bids, the Corporation may, at its discretion ask the Bidders for clarification of their bid. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the bidder shall be entertained.

3.11.4. Evaluation of Price Bids and Finalization

3.11.4.1 The Bidder(s) from the list of earlier shortlisted Bidder(s) shall be deemed eligible for further evaluation and Price/Commercial bids for these Bidder(s) shall be opened.

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

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

Cs = Commercial score of the Bidder under consideration

Cmin = Lowest Price/Commercial Bid quoted

Cb = Price/Commercial Bid under consideration

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

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

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

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

Where,

Bs = overall combined score of Bidder under consideration

Ts = Technical score of the Bidder under consideration

Cs = Commercial score of the Bidder under consideration

- 3.11.4.4** Corporation may waive off any minor infirmity or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any Bidder.
- 3.11.4.5** Corporation reserves the right to reject any or all incomplete Bids.
- 3.11.4.6** Bidder(s) having any doubt/ queries/ concerns with any clause of this document or selection process shall raise their concern within 7 days of release of RFP Document. ECGC will not be liable to accept or provide any explanation towards any doubt/ concerns later on whatever the same may be.
- 3.11.4.7** The queries may be communicated only through the e-mail id provided, IT@ecgc.in the format provided in Annexure 8.
- 3.11.4.8** Bidder(s) bidding in the process shall give as a part of the Bidding documents a statement on their letter head, as per the format provided under Annexure - 3, that they have no objection with any clause of the Tender Document.

3.11.5 Contacting the Corporation

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

3.11.6 Award Criteria

The Bidder that gets the highest combined technical and commercial score shall be awarded the Contract. ECGC Ltd. will notify the successful Bidder in writing, by letter or by e-mail, that its Bid has been accepted. The notification of award will constitute the formation of the offer to contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped

duplicate copy of the award letter within seven working days of receipt of the communication. In case of a tie, the Bid that had high score in technical evaluation (Part - I and Part - II) will be considered the best bid value. In case the selected Bidder fails to accept the award then the Bidder securing the next highest combined score among the Bidder(s) (other than the Bidder who has failed to accept the award) will be considered for the award and so on. The successful Bidder will have to submit the Performance Bank Guarantee and execute a Service agreement within 15 working days of the award of Contract, which will be valid for the tenure as mentioned in this RFP Document

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

3.11.7.1 The Corporation reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidder(s) or any obligation to inform the affected Bidder or Bidders of the grounds for the Corporation's action.

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

3.11.8 Performance Bank Guarantee

3.11.8.1 The successful Bidder (hereinafter referred to as the 'Vendor') shall be required to submit a Performance Bank Guarantee ("PBG") as per pro-forma attached as Annexure - 5 for a value equal 10% of the Contract value (inclusive of applicable taxes), valid for the period of the Contract (plus additional 8 weeks for claim period) from the date of satisfactory acceptance/sign off by ECGC.

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

3.11.8.3 In case the contract period is extended beyond six months due to nature of work, the PBG shall have to be extended / renewed / re-issued for the new / extended contract period, including the claim period. The Vendor to make provisions for submission of extended PBG at least two weeks before the expiry of the original term of PBG in such case.

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

Section - 4

4.1 TERMS AND CONDITIONS OF CONTRACT (TCC)

4.1.1 Definitions:

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

- 4.1.1.1 "The Corporation" means ECGC Limited.
- 4.1.1.2 "Vendor" is the successful Bidder whose Technical Bid has been accepted and gets the highest combined technical and commercial score and to whom notification of award has been given by the Corporation.
- 4.1.1.3 "The Services" means the scope of services which the Vendor is required to provide ECGC under the Contract.
- 4.1.1.4 "The Contract" means the agreement entered into between ECGC and the Vendor, and signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 4.1.1.5 "The Contract Price" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- 4.1.1.6 "TCC" means the Terms and Conditions of Contract;
- 4.1.1.7 "The Project" means **APPOINTMENT OF CONSULTANT FOR THE SELECTION OF SYSTEM INTEGRATOR TO SETUP A TIER-III or EQUIVALENT DATA CENTRE**
- 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:

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

4.1.5 Service Delivery Location

The major scope of work as mentioned above will be required to be delivered at ECGC onsite location at ECGC Limited, C – 26 / 27, The Metropolitan, 7th Floor, Bandra Kurla Complex, Bandra East, Mumbai – 400051. 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 ECGC's Data Centre Site in Mumbai for work-related matters. The Team may also be required to travel for meetings with / discussions with / presentations to the Technical Advisory Committee (TAC) of ECGC and / or to the Board of Directors of ECGC, and for vendor selection meetings, and / or Data Centre visits as required for RFP evaluation, etc. The Team may also visit the existing Data Centre and Disaster Recovery locations of ECGC to ascertain the inputs required for drawing out the specifications.

4.1.6 Service Delivery Period

The Vendor is expected to draw out and present the overall timeline for service delivery in accordance with milestones presented by the Vendor in the RFP response and the Solution Presentation as described in Section 1 of the RFP Document. 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.

ECGC shall not be obligated to pay the Vendor for any such terminated services performed or expenses incurred after the effective date of such termination.

4.1.8 Indemnity

The Vendor shall indemnify, protect and save ECGC against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from any infringements in respect of all hardware, software, and services being

utilized by the Team / resources, except for those explicitly provided by / authorized by ECGC.

4.1.9 Arbitration

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.

4.1.10 Governing Law and Jurisdiction

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

4.1.11 Survival

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

4.1.12 Working on ECGC's Holiday

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

4.1.13 Force Majeure

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

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

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

4.1.14 Entire Agreement

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

4.1.15 Rights of the Corporation:

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

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

4.1.16 Royalties and Patents

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

4.1.17 Intellectual Property Right (IPR)

The Bidder shall provide Reports, Documents and all other relevant materials, artifacts etc. during the Assignments to ECGC Ltd. and ECGC Ltd. shall own all IPRs

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

4.1.18 Representation and Warranties

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

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

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

Section – 5

Annexure - 1

Company Profile / Eligibility / Technical Bid

Sr No	Description	Details
1	Name of the company	
2	Legal Status (eg. Proprietorship, partnership, limited liability partnership, corporation etc. (attach a copy of certificate of incorporation)	<Certified copy of the Certificate of Incorporation issued by the Registrar of Companies / Partnership Deed>
3	Registered Physical Address	
4	Correspondence Address	
5	Business profile of the company (attach a separate write-up or brochure regarding business activities of the company)	
6	Incorporation Date	
7	Board of Directors / Management / Promoters / Partners	(i)
		(ii)
		(iii)
		(iv)
		(v)
8	Contact Person Details (Name, Landline and mobile Number, e-mail id)	
9	e-mail id of the bidder	
10	PAN of the bidder	<copy required>
11	TIN of the bidder	<copy required>
12	GST Registration No.	<copy required>
13	Details of managerial, supervisory, and other staff available	< Undertaking of the organization confirming the availability of the adequate manpower of requisite qualification and

		experience for deployment in ECGC. >
14	Organization should have work experience in similar nature of work-related to Technical / Financial Evaluation for reputed companies.	< Evidences like confirmations from client person email address or work completion certificates should be provided along with the bid. >
15	The bidder should have an average annual turnover of at least Rs100 crore for the last three financial years, and reported profit for at least two financial years ended on 31.03.2018.	< IT returns acknowledgments and / or Audited Financial Statements / statements certified by Chartered Accountants to be provided for last three financial years ended on 31.03.2018 >
16	Power of Attorney/authorization for signing the bid documents, if applicable.	
17	Copy of entire tender document duly signed and stamped on each page as a token of acceptance is to be attached.	
18	The Bidder should not have been black listed by any Govt. Financial Institutions / Banks / Government / Semi-Government departments in India.	< A self-declaration by the Bidder on its letter head.>
19	The firm or its affiliates should have never been blacklisted / barred / disqualified by any regulator / statutory body/ judicial or any other authority.	< A self-declaration by the Bidder on its letter head.>
20	The Bidder's Firm should not be owned or controlled by any Director or Employee of ECGC	< A self-declaration by the Bidder on its letter head.>

	Ltd.	
21	Experience in conducting Technical and financial assessment / preparation / audit / project management	<Please attach evidences, and use separate sheets as necessary>
22	Relevant experience in Insurance/Banks /Financial Institutions, if any.	<Please attach a separate sheet, if required. (Give scope of work for each assignment) with letters of award/ completion certificate from the respective organizations supporting the same.>
23	Number of professional staff who are proposed to be associated for executing the assignment with names including that of the Team Leader. The Team Leader, once assigned to ECGC Limited, should not be replaced except with the consent from ECGC Limited in writing.	< Resume of the identified team persons in the format enclosed as CV format to this document (Annexure - 7). >

.....

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

Annexure - 2
Bank Details

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

.....

Signature of the authorized Signatory of Company
(Company Seal)

Name :

Designation :

Contact No (Mobile)

Email Id

Annexure - 3
Acknowledgement

Date:

To,

Deputy General Manager
Information Technology Division,
ECGC Limited,
The Metropolitan, 7th Floor,
C-26/27, E Block, BKC,
Mumbai - 400051

Dear Sir/Madam,

Subject: Response to the Request for Proposal for APPOINTMENT OF CONSULTANT FOR THE SELECTION OF SYSTEM INTEGRATOR TO SETUP A TIER-III or EQUIVALENT DATA CENTRE

1. Having examined the Request for Proposal Document including Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide services in accordance with the scope of work as stated in the RFP Document within the cost stated in the Bid.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this RFP.
3. We certify that we have provided all the information requested by ECGC in the requested format. We also understand that ECGC has the right to reject this Bid if ECGC finds that the required information is not provided or is provided in a different format not suitable for evaluation process for any other reason as it deems fit. ECGC's decision shall be final and binding on us.
4. We agree that ECGC reserves the right to amend, rescind or reissue this RFP Document and all amendments any time during the tendering.

5. We agree that we have no objection with any of the clauses and bidding process of this Tender Document.

.....

Signature of the authorized Signatory of Company
(Company Seal)

Name :

Designation :

Contact No (Mobile) :

Email ID :

Annexure - 4
EVALUATION CRITERIA
Evaluation Parameters

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

Sr. No.	Evaluation Parameter	Documentary Requirements	Max Marks	Marking System
Part I				
1	Experience of advising Banking, Financial Services, and Insurance (BFSI) companies on Data Centre build / Co-Location partner selection	Copy of letter of award or Order & Completion letter / Credential letter / Agreement copy	20	20 Marks- 5 or more Assignments 14 Marks - 3-4 assignments. 8 Marks- Less than 3 assignments
2	Experience of advising companies on Data Centre building/migration – End-to-end consulting	Copy of letter of award or order & Completion letter / Credential letter / Agreement copy	20	20 Marks- 5 or more Assignments 14 Marks - 3-4 assignments. 8 Marks- Less than 3 assignments
3	Proposed Project leader's experience in delivering similar project	CV certified by the CEO of the bidder.	20	20 Marks- 5 or more Assignments 14 Marks - 3-4 assignments. 8 Marks- Less than 3

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

.....

Signature of the authorized Signatory of Company
(Company Seal)

Name :

Designation :

Contact No (Mobile)

Email Id

Annexure - 5

PROFORMA BANK GUARANTEE FOR PERFORMANCE

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

IN CONSIDERATION OF ECGC LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at 10th Floor, Express Towers, Nariman Point, Mumbai 400021 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers..... a partnership firm / a company registered under the Companies Act, 1956 having its Registered office at (hereinafter called the Vendor which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated (hereinafter called "the order" which expression shall include any amendments / alterations to "the order" issued by "the Purchaser") for **APPOINTMENT OF CONSULTANT FOR THE SELECTION OF SYSTEM INTEGRATOR TO SETUP A TIER-III or EQUIVALENT DATA CENTRE** as stated in the said Order and the Purchaser having agreed that the Vendor shall furnish a security for the performance of the Vendor's obligations and/or discharge of the Vendor's liability in connection with the said order and the Purchaser having agreed with the Vendor to accept a performance guarantee,

1. We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... Rupees only) being 100% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfilment or for any breach on the part of the Vendor of any of the terms and conditions of the said order.
2. We, Bank further agree that the Purchaser shall be sole judge whether the said Vendor has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss,

damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defenses to which we as guarantors may be entitled to.

3. We, Bank further agree that the amount demanded by the Purchaser as such shall be final and binding on the Bank as to the Bank's liability to pay and the amount demanded and the Bank undertake to pay the Purchaser the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Vendor or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
4. We, Bank further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Vendor from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Vendor and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Vendor or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Vendor or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.
5. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.
6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Vendor or dissolution
7. Notwithstanding anything contained herein above:
 - i. Our liability under this guarantee shall not exceed Rs.....
 - ii. This Bank Guarantee shall be valid upto and including; and

iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (validity + ---weeks from the date of expiry of this guarantee).

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

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

For Bank

(by its constituted attorney)

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

NOTE:-

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

Annexure - 6

**Price/Commercial Bid for APPOINTMENT OF CONSULTANT FOR THE SELECTION
OF SYSTEM INTEGRATOR TO SETUP A TIER-III or EQUIVALENT DATA CENTRE**

(Must be submitted in the **2nd sealed envelope** as mentioned above)

COMPANY NAME: _____

ADDRESS:

CONTACT PERSON: _____ PHONE NUMBER: _____

EMAIL: _____ WEB SITE:

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

Sr. No.	Milestone Description	Amount in INR

Terms and Conditions:

- 1) The above quoted fee is inclusive of all expenses. taxes excluded.
- 2) We undertake to deliver all the deliverables as envisaged in the proposal / agreement and complete the assignment within the time frame stipulated in the RFP document.
- 3) ECGC Ltd will deduct tax (TDS) while releasing payment, if applicable as per the provisions of Income Tax Act, and all other applicable taxes, levies, cess etc.

4) ECGC reserves the right to negotiate and change the milestones / payment schedule / percentages with the successful bidder.

Signature of the Authorized Signatory of Company

Name:

Designation:

Contact no. (Mobile):

Email Id:

Company Seal:

Annexure - 7

Details of Professional staff who will be engaged for the project

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

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

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

Annexure - 8
Queries Format

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

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

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

To

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

Letter Of Authorisation For Attending Bid Opening for Tender Ref: ECGC/Tender-02/IT/05/2019

The following persons are hereby authorized to attend the bid opening on _____(date) in the tender for “**Appointment of Consultant for the selection of System Integrator to Set up a Tier-III or Equivalent Data Centre**” on behalf of M/S _____ (Name of the Bidder) in the order of preference given below:

Order of Preference Name Designation Specimen Signature

I

II

(Authorized Signatory of the Bidder)

Date _____

(Company Seal)

1. Maximum of two persons can be authorized for attending the bid opening.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not submitted.

Annexure - 10
Non-Disclosure Agreement Format

This confidentiality and non-disclosure agreement is made on the.....day of....., 20..... BETWEEN (Bidder), (hereinafter to be referred to as “-----”) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns a company incorporated under the Companies Act, 1956 and having its principal office at(address).

AND ECGC LIMITED (hereinafter to be called “ECGC”) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns having its Registered Office at(address) on the following terms and conditions:

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

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

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

1. Definitions

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

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

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

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

2. Covenant Not To Disclose

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

In this regard, any agreement entered into between the Receiving Party and any such person/s shall be forwarded to the Disclosing Party promptly thereafter. Prior to disclosing any Confidential Information to such person/s, the Receiving Party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. The Receiving party shall use the same degree of care in safeguarding the Confidential Information as it uses or would use in safeguarding its own

Confidential Information, and shall take all steps necessary to protect the Confidential Information from any unauthorized or inadvertent use. In no event shall the Receiving Party take all reasonable measures that are lesser than the measures it uses for its own information of similar type. The Receiving Party and its Representatives will immediately notify the Disclosing Party of any use or disclosure of the Confidential Information that is not authorized by this Agreement. In particular, the Receiving Party will immediately give notice in writing to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and agrees to assist the Disclosing Party in remedying such unauthorized use or disclosure of the Confidential Information.

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

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

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

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

3. Return of the Materials

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

4. Ownership of Confidential Information

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

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

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

5. Remedies for Breach of Confidentiality

1. The Receiving Party agrees and acknowledges that Confidential Information is owned solely by the disclosing party (or its licensors or agents) and that any unauthorized disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in an irreparable harm and significant injury and damage to the Disclosing Party which may be difficult to ascertain and not be adequately compensable in terms of monetary damages. The Disclosing Party will have no adequate remedy at law thereof, and that the Disclosing Party may, in addition to all other remedies available to it at law or in equity, be entitled to obtain timely preliminary, temporary or permanent or mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Disclosing Party against, or on account of, any breach by the Receiving Party of the provisions contained herein, and the Receiving Party agrees to reimburse the reasonable legal fees and other costs incurred by Disclosing Party in enforcing the provisions of this Agreement apart from paying damages with interest at the market rate prevalent on the date of breach to the Disclosing Party.
2. The Receiving Party agrees and acknowledges that any disclosure, misappropriation, conversion or dishonest use of the said Confidential Information shall, in addition to the remedies mentioned above, make the Receiving Party criminally liable for Breach of Trust under section 405 of the Indian Penal Code.

6. Term

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

7. Governing Law & Jurisdiction

This Agreement shall be governed by and construed with solely in accordance with the laws of India in every particular, including formation and interpretation without regard to its conflicts of law provisions. Any proceedings arising out of or in connection with this Agreement shall be brought only before the Courts of competent jurisdiction in Mumbai.

8. Entire Agreement

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

9. Waiver

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

10. Severability

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

11. Notices

Any notice provided for or permitted under this Agreement will be treated as having been given when (a) delivered personally, and/or (b) sent by confirmed telecopy/fax, and/or (c)

sent by commercial overnight courier with written verification of receipt, and/or (d) mailed postage prepaid by certified or registered mail, return receipt requested, and/or (e) by electronic mail, to the party to be notified, at the address set forth below or at such other place of which the other party has been notified in accordance with the provisions of this clause. Such notice will be treated as having been received upon actual receipt. Provided always that notices to the ECGC shall be served on the Risk Management Division (RMD) in the ECGC's Head Office at Mumbai by Registered post & email.

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

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

In the presence of

In the presence of

Witness : 1 _____

Witness : 1 _____

Witness: 2 _____

Witness: 2 _____

Annexure -11

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."