

## **Tender For Information and Cyber Security Consulting Services**



### **ECGC Limited**

Risk Management Division  
10<sup>th</sup> Floor Express Towers  
Nariman Point  
Mumbai, 400 021.

Date of Publishing Tender	19.01.2018
Last Date of Submission of Queries	24.01.2018
Clarification of queries by ECGC on or before	31.01.2018
Last Date of Tender submission	09.02.2018 up to 5.00 pm
Tender Document Fee (Non-Refundable)	Rs. 5,000/-
Earnest Money Deposit (EMD)	Rs.1,00,000/-

Address for Communication & Submission of Bids	Chief Risk Officer Risk Management Division, ECGC Ltd. 10 <sup>th</sup> Floor, Express Towers, Nariman Point, Mumbai - 400 021 Phone : 022-66590619
E-Mail ID for communication & submission of queries	to: <a href="mailto:rfp.itsecurity@ecgc.in">rfp.itsecurity@ecgc.in</a>

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## 1. Instructions / Guidelines to Bidders

- a. The ECGC Ltd. invites bids for “Information and Cyber Security Consulting Services”.
- b. The Tender offer should be submitted in one sealed Master Cover mentioning “**Offer For Information and Cyber Security Consulting Services**” which should in turn contain two sealed covers super- scribed as **Cover ‘A’** and **Cover ‘B’**.

Cover “A”, with superscription "RFP- for Appointment of Consultant for Information and Cyber Security- **Technical Bid** - Tender Reference No. – “ECGC:HO:Information & Cyber Security:2017-18”.

And another sealed envelope, Cover “B”, with superscription “RFP- For Appointment of Consultant for Information and Cyber Security- **Commercial Bid** - Tender Reference No- “ECGC:HO:Information & Cyber Security:2017-18”.

**Cover ‘A’** should contain following items:

- i. Proof of payment of tender Document Fee (Non-Refundable)
- ii. Proof of Earnest Money Deposit (EMD) amount
- iii. Annexure I: Eligibility Criteria
- iv. Annexure III: No Blacklisting Declaration
- v. Annexure IV: Proposed Team Profile
- vi. Proposal covering methodology, approach, timelines.
- vii. Copy of RFP published in the website (<https://www.ecgc.in/tender>) duly signed and stamped.
- viii. Annexure V: Undertaking for NIL Deviations
- ix. Annexure IX: Letter of Authorization

**Cover ‘B’** should contain the Annexure II: Commercial Bid.

## 2. Selection Criteria

- Phase 1 - Eligibility Criteria Evaluation
- Phase 2 - Technical Bid Evaluation
- Phase 3 - Commercial Bid Evaluation

Cover ‘A’ would be opened by the Committee constituted by the Company in the presence of bidders who are present at the address given above.

ECGC will use scoring mechanism defined in the 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 at point 13 in the presence of bidders who are present at the address given above.

**ECGC will select the technically suitable lowest commercial bid.**

### 3. Clarification & Amendment

Bidders may request for clarification, if any, on or before 24.01.2018. The queries may be communicated only through the e-mail id provided, rfp.itsecurity@ecgc.in. Responses of queries will be uploaded in ECGC website or emailed to concerned bidder. No queries will be accepted on telephone or through any means other than e-mail.

### 4. The Tender Offer

a. The Tender Offer, as indicated above, should be addressed to the Chief Risk Officer and to be submitted at the **Risk Management Division, ECGC Ltd. 10<sup>th</sup> Floor, Express Towers, Nariman Point, Mumbai - 400 021** on or before **05:00 PM on 9<sup>th</sup> February 2018**. If the last date for submission of tenders happens to be a holiday due to some unforeseen circumstances, then the tender can be submitted by 11 AM on the next working day.

b. A non-refundable tender document fee of **Rs. 5,000/- (Rupees Five Thousand Only)** is payable through electronic transfer only, at least two days prior to the last date of tender submission. .

Beneficiary Name	ECGC Ltd.
IFSC Code	CORP0000221 (Please distinguish alphabet O with 0 (Zero)).
Account No	022100201011801
Bank Details	Corporation Bank, Nariman Point, Mumbai

c. The vendor shall provide commercial quote as per the format given in Annexure II Commercial Bid.

### 5. Earnest Money Deposit (herein after referred as EMD)

a. The intending bidders shall submit Bank Guarantee (REF. Annexure VIII: Bank Guarantee Format)/Electronic Credit for EMD of **Rs. 1,00,000/- (Rupees One Lakh Only)**.

b. Bank Guarantee shall be drawn in favor of “**ECGC Limited**” payable at **Mumbai**

c. The EMD shall be electronically credited to our Bank Account as given below:

Beneficiary Name	ECGC Ltd.
IFSC Code	CORP0000221 (Please distinguish alphabet O with 0 (Zero)).
Account No	022100201011801
Bank Details	Corporation Bank, Nariman Point, Mumbai

d. The EMD will not carry any interest.

e. The electronic credit should be effected positively one day prior to the last date of tender submission.

#### **6. Forfeiture of EMD**

The EMD made by the bidder will be forfeited if:

- a. The bidder withdraws the tender after acceptance.
- b. The bidder withdraws the tender before the expiry of the validity period of the tender.
- c. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- d. The successful bidder fails to furnish the required Performance Security within 21 days from the date of receipt of Letter of Acceptance (herein after referred as LOA)

#### **7. Refund of EMD**

- a. 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.
- b. Unsuccessful bidders will be intimated and the EMD without interest shall be refunded to them after awarding the contract to the successful bidder.

#### **8. The Company Reserves the Right To**

- a. Accept / Reject any of the Tenders.
- b. Revise the deliverables at the time of placing the order.
- c. Add, Modify, Relax or waive any of the conditions stipulated in the tender specification wherever deemed necessary.
- d. Reject any or all of the tenders without assigning any reason thereof.
- e. Award contracts to one or more bidders for the item/s covered by this tender.

#### **9. Rejection of Tenders**

The tender is liable to be rejected inter alia:

- a. If it is not in conformity with the instructions mentioned herein,
- b. If it is not accompanied by the requisite proof of tender document fee paid.
- 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.

#### **10. Validity of Tenders**

Tenders should be valid for acceptance for a period of at least 90 (Ninety) days from the last date of tender submission. Offers with lesser validity period for acceptance would be rejected.

### 11. Security Deposit

The successful bidder will have to furnish a security deposit to the tune of 10% of the total order value in the form of a Bank Guarantee (BG) for **a period of sixty days beyond the completion of project** obtained from a nationalized / scheduled bank for proper fulfillment of the contract. . However, if for any reason whatsoever the project is extended, the successful bidder shall ensure that the BG is extended accordingly.

### 12. Price

- a. The bidders should **quote only the base price**. All applicable taxes will be paid as actuals As applicable on the date of payment.
- b. There shall be no escalation in the prices once the prices are fixed and agreed to by the Company and the bidders. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the agreement, should be passed on to the Purchaser /Company.
- c. All the prices should be quoted in INR (Indian Rupees) only.

### 13. Evaluation Criteria

First, Technical bid documents will be evaluated for fulfillment of eligibility criteria. 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.

The evaluation/selection process will be done with combination of, technical competence and commercial aspects as detailed in 13.1 and 13.2 here below. A maximum of 100 marks will be allocated for the technical bid with 70 marks being qualifying score. 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.

In case there is only one bidder having technical score of 70 or more, ECGC may, at its discretion, also consider the next two highest technical scorers with minimum score of 60. In case, no Bidder is having technical score of 70 or more, ECGC may, at its discretion, **qualify maximum of 3 top scoring** Bidders with minimum score of 60 in technical evaluation and compute the "Score" as per the evaluation criteria.

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

- Prior experience, existing engagements of the Bidder in undertaking projects of similar nature.
- Professional qualifications and experience of the key staff proposed/ identified for this assignment.
- Methodology/Approach proposed for accomplishing the proposed project, Activities / tasks, project planning, resource planning, effort estimate etc.

Various stages of technical evaluation are presented below:

- a) Eligibility evaluation as per the criteria prescribed in RFP.

- b) Evaluation of technical proposals of Bidders qualified in eligibility evaluation, based on response and presentation
- c) Arriving at the final score on technical proposal.

**Presentation-cum-Interaction**

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 scope of 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.

**13.1 Technical Evaluation Criteria:**

SL	PARAMETERS	MAXIMUM MARKS	CRITERIA
1	The number of years of experience in conducting information and cyber security assessments in BFSI sector in India as on 30.11.2017	20	15 Marks for minimum 5 years and 1 mark for each completed additional year. (Minimum fifteen marks)
2	The Bidder should have at least 1 ongoing engagements with Insurance organization in conducting information and cyber security assessments as per IRDAI Guidelines.	20	15 Marks for minimum one ongoing engagements with Insurance organization as per IRDAI guidelines and 1 mark for each additional assignment (Minimum fifteen marks)
3	The number of engagements carried out in BFSI sector related to Gap Assessment, Policy and Procedures review (related to information, cyber security) proving 3 years' experience	10	5 marks for minimum 1 Assignment and 1 mark for each additional assignment to BFSI Institution. (Minimum five marks)
4	The bidder must have at least 5 consultants with qualifications such as ISO 27001:2013 Lead Auditors/ Implementer as employees	15	10 Marks for minimum 5 Number of Consultant with qualifications such as ISO 27001:2013 Lead Auditors/ Implementer as employees and 1 mark for each additional Consultant with same qualification (Minimum ten marks)
5	The Bidder must have at least 5 CISA/CISSP/CEH Certified Professionals as employees.	15	10 Marks for 5 CISA/CISSP/CEH Certified professionals as employees and 1 mark for each additional Professional of same



			qualification. (Minimum ten marks)
6	Methodology & Approach: Demonstration of in-depth understanding of the ECGC's project requirements through the technical proposal and presentation, with detailed broken-down activities to be performed, effort estimation, manpower to be deployed.	20	Subjective evaluation based on technical proposal and presentation (Minimum Qualifying Marks – 15)
7	TOTAL (MARKS)	100	Minimum Qualifying Marks – 70

**For all the parameters documentary evidence should be provided.**

**13.2 Commercial Bid Evaluation**

The commercial bid of only those bidders shall be opened who have been technically qualified on the basis of the technical proposal.

**ECGC will select the lowest technically suitable commercial bid.**

**14. Penalty clause.**

ECGC reserves the right to deduct from the total awarded amount to be paid to the consultant in the event of the following:

Reason	1 <sup>st</sup> Instance	2 <sup>nd</sup> Instance	3 <sup>rd</sup> Instance
<b>Non-Compliance or Delay in Compliance of IRDAI Regulations</b>	2%	5% (Less 2% deducted in the first instance)	10% (Less 5% deducted in the second instance)
<b>Inordinate delay in providing/ensuring services</b>	Caution Note	2%	As decided by the ECGC based on materiality
<b>Inordinate delay in responding to the references made by the ECGC</b>	Caution Note	2%	As decided by the ECGC based on materiality

**15. Format and Signing Of Bid**

a. Proposals submitted in response to this tender must be signed by (in all the pages) the Authorized signatory of the Bidder's organization as mentioned in Annexure IX: Letter of Authorization.

b. The bid shall be in A4 size papers, numbered with index and highlighted with technical specification details and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract.

d. Bids should be spirally bound or fastened securely before submission. Bids submitted in loose sheets will be rejected as non-compliant.

e. Bidders responding to this tender must comply with the format requirements given in various annexure of the tender; bids submitted in any other format/type will be treated as non-compliant and will be rejected.

f. **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.

g. **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.

h. The entire proposal should be in A4 size paper and neatly bind or filed accordingly.

#### **16. Publicity**

Any publicity by the vendor in which the name of the Company is to be mentioned should be carried out only with the prior and specific written approval from the Company. In case the vendor desires to show any of the data / progress report of the project to his customers, prior approval of the Company will have to be obtained by him in writing.

#### **17. Royalties and Patents**

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

#### **18. Intellectual Property Right (IPR): -**

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

#### **19. Limitation of Liability: -**

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

## **20. Indemnification**

a. The Bidder shall indemnify, protect and save ECGC Ltd. and hold ECGC Ltd. harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including attorney fees), relating to or resulting directly from

- i. A gross negligence and/or willful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract;
- ii. Breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder;
- iii. Use of the deliverables and or services provided by the Bidder;
- iv. Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

b. The Bidder shall further indemnify ECGC against any loss or damage to ECGC's premises or property, etc., due to the gross negligence and/or willful default of the Bidder's employees or representatives.

c. The Bidder shall further indemnify ECGC against any loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on ECGC for malfunctioning of the equipment at all points of time, provided however,

- I. The selected bidder agrees to indemnify and keep indemnified, defend and hold harmless, ECGC and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses including litigation cost and attorney's fees, arising as a result of the consultancy provided by the selected bidder and also claims arising out of failure to comply with the IRDAI Guidelines on Cyber Security. Such claims shall include claims by third parties including Regulatory Bodies.
- II. ECGC notifies the Bidder in writing in a reasonable time frame on being aware of such claim.
- III. The Bidder has sole control of defence and all related settlement negotiations
- IV. ECGC provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and
- V. ECGC does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to ECGC's (and/or its customers, users and service providers) rights, interest and reputation.

**21. 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 purchase contract relating to supply, delivery, installation, operationalization, implementation, training, support/services, acceptance, etc. of the solution by the Bidder/System Integrator and the Bidder/System Integrator shall be liable to pay ECGC a fixed amount for each day of delay / non-performance of the obligations by way of liquidated damages.

Liquidated damages are not applicable for reasons attributable to ECGC and Force Majeure. However, it is the responsibility/onus of the Bidder/System Integrator to prove that the delay is attributed to ECGC and Force Majeure. The Bidder/System Integrator shall submit the proof authenticated by the Bidder/System Integrator and ECGC's official that the delay is attributed to ECGC and Force Majeure along with the bills requesting payment.

ECGC shall be entitled to terminate the agreement with the Bidder/System Integrator at any time giving 30 days prior written notice to the Bidder/System Integrator if the Bidder/System Integrator breaches its obligations under the RFP or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.

**22. Termination**

ECGC shall be entitled to terminate the agreement/purchase order with the Bidder at any time giving 30 days prior written notice to the Bidder if the Bidder breaches its obligations under the tender document or the subsequent agreement/purchase order and if the breach is not cured within 15 days from the date of notice.

The agreement may be cancelled at the Company's discretion on account of following or without assigning any reason:

- a) On refusal to take up the allotted assignment.
- b) If the firm stands dissolved /reconstituted and the name/ style of the firm is changed.
- c) On not abiding by the terms and conditions stipulated in the agreement.
- d) If the performance of the firm is not found satisfactory (viewed as such by the Company's appropriate authority).
- e) Any other reason at the discretion of the Company.

In addition to the cancellation of order, ECGC reserves the right to appropriate the damages from the Bank guarantee given by the bidder.

**23. Insolvency**

The Company reserves the right to terminate the contract by giving written notice to the vendor without compensation, if the vendor 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 company.

#### **24. Force Majeure**

a. The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure.

b. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

c. In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

d. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding the above, the decision of ECGC shall be final and binding on the selection of Bidder and Contract.

#### **25. Dispute Resolution**

a. The bids and any contract resulting therefrom shall be governed by and construed according to the Indian Laws.

b. All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this offer or in the discharge of any obligation arising under this offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between ECGC and the vendor's representative.

c. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:

d. "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996 and the award made in pursuance thereof shall be binding on the parties."

e. The venue of the arbitration shall be Mumbai.

f. The language of arbitration shall be English.

g. The award shall be final and binding on both the parties.

h. Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by ECGC or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are

otherwise explicitly provided in the contract, no payment due, or payable by ECGC, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

#### **26. No Obligation to Accept the Offer**

a. ECGC is under no obligation to accept the lowest or any other offer received in response to this tender and reserves the right to reject any or all of the offers including incomplete offers without assigning any reason whatsoever.

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.

#### **27. Waiver**

No failure or delay on the part of any of 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.

#### **28. General Terms**

a. The agreement shall be in force for **a period of sixty days beyond the completion of project** from the date of issue of Purchase Order.

b. The successful bidder shall sign the agreement within 21 days from the date of Letter of Acceptance (LOA) from ECGC.

c. Queries raised through an e-mail will be responded through email or will be uploaded in ECGC website.

d. The offer containing erasures or alterations will not be considered. There shall be no handwritten material, corrections or alterations in the offer.

e. Addendum/Amendments/Corrigendum, if any, will be communicated through website or e-mail only. ECGC reserves the right to cancel the tender at any time without incurring any penalty or financial obligation to any bidder.

#### **29. Signing of Contract/Agreement**

a. The successful bidder/consultant will be required to enter into an Agreement/ Contract as per Company prescribed format within 15 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/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 Company 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/Contract will result in termination of the Agreement/ contract. In case of termination of the Agreement/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, in addition to the termination of the contract, ECGC shall have the absolute right to adjust the said amount against EMD towards loss and damage suffered by the Company.

The contract/agreement between the Vendor and the Purchaser will be signed in accordance with all the terms and conditions mentioned in this tender document.

b. The successful bidder has to furnish two copies of the 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 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.

### **30. About ECGC**

ECGC is a premier Export Credit Agency (ECA) of the Government of India set up in 1957 under the Companies Act 1956, to provide Export Credit Insurance Services to the Exporters and Banks. The vision of ECGC is to excel in providing export credit insurance and trade related services. The mission of ECGC is to support the Indian Export Industry by providing cost effective credit insurance and trade related services.

ECGC Ltd. is managed by a Board comprising CMD-ECGC, ED-ECGC, Directors from Ministry of Commerce, Ministry of Finance, Reserve Bank of India, EXIM Bank, GIC, Commercial Banks, FIEO, Independent experts, etc. The company has been rated iAAA by ICRA denoting highest claim paying ability. Company has a network of 60 offices across the country with branches in all major exporting hubs.

### **31. Current State of Information Technology (herein after referred as IT) In ECGC**

ECGC has the following IT applications in operation:

1. An Enterprise Resource Planning (ERP) System, supporting all Core Insurance and non-core functions of ECGC, including Enterprise Accounting and MIS.
2. A Public Portal, catering to the general public, offering information on ECGC's products and services, public disclosures, and company information.
3. A Client Portal, catering to Exporter and Banker clients.
4. A Grievance Management Portal, IGMS, as mandated by the regulator IRDAI, to manage customer complaints.
5. A Treasury software system, supporting the Treasury operations of ECGC.
6. A RBI-NDS system for supporting the Treasury operations of ECGC.
7. An Enterprise Email solution for all employees.

8. A web content filtering solution for employee browsing needs and to filter against malware.
9. A messaging security solution to filter malware and spam in emails.
10. An Antivirus solution for all servers and employee PCs.
11. A patch management solution for servers and employee PCs.
12. An Active Directory solution for single sign on (partial) and managing group policies.
13. A biometric system for managing employee attendance / reimbursements.
14. A swipe card system for some employees for access control to some office.
15. A Hypervisor solution for managing virtualization.

The above applications are supported by a SAN-based storage solution, multiple switches, and firewalls (virtualized). ECGC employees are connected to the various applications via a MPLS VPN. All major systems / services used by employees are centralized. The management of the IT setup (DC & DRC) is outsourced to a third-party.

### **32. Scope of Work**

Refer to the IRDAI Guidelines on Information and Cyber Security vide the circular No. IRDA/IT/GDL/MISC/082/04/2017 dated 07.04.2017. The Bidder shall have to ensure ECGC's Compliance to the guidelines/suggestions/regulations as mentioned in the said IRDAI circular.

The Scope of work will include but not limited to testing of Applications, review of Information Security Policy & Procedures, Gap Assessment in IT security and Procedures, Assessment of Network Security & Information Security solutions, Vulnerability and Penetration testing, review of Data centers including physical visits, compliance with IRDAI, submission of reports. The backbone IT infrastructure of the Company is located at Mumbai and DR center at Faridabad.

Following outlines (indicative but not exhaustive) the scope of work to be carried out by the selected Bidder –

- a) GAP Assessment of existing ECGC IT infrastructure (Software/Hardware/Applications), vulnerabilities, security measures taken, security solutions deployed vis a vis IRDAI Information & Cyber security guidelines and audit checklist.**

GAP Assessment will cover the following areas listed in IRDA Information Security (IS) guidelines Ref. No. IRDA/IT/ GDL/MISC/082/04/2017 dated 07.04.2017.

- Enterprise Security
- Information Asset Management
- Identity and Access Management
- Physical and Environmental Security
- Network Access Control
- Human Resource Security
- System acquisition, development and maintenance

- Information Security Risk Management
- Data Security
- Application Security
- Email Security
- Backup and Recovery
- Patch Management
- Cyber Security
- Platform /Infrastructure Security
- Network Security
- Internet Security
- Cryptography & Key Management
- Security Logging & Monitoring
- Incident Management
- Endpoint Security
- Vulnerability Assessment and Penetration Testing
- Virus / Malicious software Protection
- Virtualization
- Cloud Security
- Mobile / Wireless Security

**Deliverables:**

Vendor will provide GAP analysis report and recommendations to address the identified the gaps.

- i. Discuss with management on existing infrastructure, architecture, security policies.
- ii. Review the existing processes, procedures and systems for their sufficiency of controls on the basis of IRDAI guidelines on Information and Cyber Security.
- iii. Identify gaps in the present system in comparison with the guidelines issued by the IRDAI
- iv. Assess the compliance of audit checklist & guidelines released by IRDAI

**b) Create Cyber Crisis Management Plan (CCMP) for ECGC as per CCMP guidelines issued by IRDAI/CERT-in.**

- i. Formulate cyber crisis management plan
- ii. Suggest Cyber Crisis Management team structure
- iii. Providing measurement matrix template to evaluate effectiveness of the Cyber Crisis Management Plan
- iv. Revise Cyber Crisis Management plan on the basis of feedback from ISMC (Information Security Management Committee)/management

**Deliverables: Cyber Crisis Management Plan for ECGC as per IRDAI/CERT-In Guidelines.**

**c) Drafting Information and Cyber Security Policy for ECGC containing areas listed in IRDA information security guidelines Ref. No. IRDA/IT/GDL/MISC/082/04/2017 dated 07.04.2017.**

- i. Reviewing existing Information & Cyber Security policy of ECGC
- ii. Studying Cyber Security framework of IRDA
- iii. Discuss with management on existing policies, Incident response mechanism
- iv. Conduct walkthroughs with key process owners / stakeholders for each process related to cyber frauds
- v. Discuss with stakeholders on the identified gaps and recommendations for the policy documentation
- vi. Revise Cyber Security Policy on basis of feedback from management
- vii. Provide One Hard copy and Soft copy of the document

**Deliverables: Information and Cyber Security policy for ECGC as per IRDAI Guidelines.**

**d) Drafting Cyber Security Assurance programme.**

- i. Draft Cyber Security Assurance Program on the basis the Gap assessment report, Information & cyber security policy approved by the board.
- ii. Discuss the Draft of Cyber Security Assurance Programme with the management.
- iii. Revise Cyber Security Assurance Programme on basis of feedback from management.

**Deliverables: Cyber Security Assurance programme for ECGC as per IRDAI Guidelines.**

**e) Creation of Roadmap for Addressing Identified Gaps & Prioritization**

- i. Vendor has to create roadmap and strategy to address all identified shortcomings.
- ii. Prioritize the solution w.r.t. organization's posture (Immediate measures/long term measures)
- iii. Recommend the best fit solutions & controls

**Deliverables:** Roadmap to address all shortcomings & prioritized solutions (immediate measures/long term measures)

**f) Readiness of ECGC for external cyber security audit as per IRDAI requirement**

- i. In collaboration with ECGC IT staff, resolve all the gaps identified in the gap analysis, vulnerabilities found, additional vulnerabilities pointed out by ECGC and make ECGC ready for external audit.

**Deliverables:** To make ECGC IT infrastructure (hardware, software, applications, information & cyber security policy, CCMP and its implementation) ready for external information & cyber security audit

**“THE OVERALL RESPONSIBILITY OF THE VENDOR IS TO ENSURE ECGC’S COMPLIANCE TO ALL REGULATIONS RELATING TO GUIDELINES ON INFORMATION AND CYBER SECURITY ISSUED BY IRDAI.**



The Selected Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession.

The Selected Bidder shall be accountable and responsible for the services required to be performed 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 as per this RFP or for any other reason whatsoever.”

**33. Key Persons**

The selected bidder shall provide to ECGC a list of Key Persons along with their respective CVs mentioning their relevant experience. The said list along with the CVs shall be evaluated by ECGC and only those employees shall work on the project who are approved by ECGC.

**34. Deliverables with Timelines**

S.No.	Deliverables	Expected Timelines, from the date of acceptance of the Purchase order
Part A		
1.	GAP Assessment of areas listed in IRDA information security guidelines and GAP Analysis Report with suitable recommendations	Within 4 Weeks
2.	Creation of Cyber Crisis Management Plan	Within 8 Weeks
3.	Drafting of Information and Cyber Security Policy as per IRDAI guidelines	Within 8 Weeks
4.	Cyber security Assurance program & Roadmap to address all shortcomings and prioritized solutions	Within 12 Weeks
Part B		
5.	Addressing all the shortcomings and Making ECGC ready for external audit as per IRDAI guidelines	Within 20 Weeks

Note: The vendor is expected to provide ISO:27001 Lead Auditor for completing part B activity on monthly basis. Activity is estimated to be completed in two months.

### 35. Payment Milestones

Payment will be released according to deliverables mentioned in the table below:

S.No.	Deliverables	Payment as per Commercial Bid
1.	After ECGC approval for GAP Analysis with suitable recommendations report	25% of cost of Part A
2.	After ECGC Board approval of Cyber Crisis Management Plan	20 % of cost of Part A
3.	After ECGC Board approval of Information and Cyber Security Policy	20 % of cost of Part A
4.	After ECGC approval for Assurance program and Roadmap to address all shortcomings & and prioritized solutions	25 % of cost of Part A
5.	After submission and final approval of Board for accepting of draft reports, resolving all the gaps and ECGC's readiness for External Audit	100 % of cost of part B on successful closure of all the gaps and ECGC's readiness for External Audit
6.	Acceptance of successful closure of the project by ECGC	10 % of amount of part A.

### 36. Payment Terms

- No advance payment shall be made in any case.
- All payments will be made to the Bidder in Indian Rupees only.
- The 'Activities' shall be accepted by ECGC only after a detailed analysis and examination of the same by the Technical Team/IT Department. ECGC shall not be liable to make the payments until the Technical Team/IT Department is satisfied that the 'Activities' have been performed/submitted by is in accordance with the 'Scope of Work' as defined in this RFP. After an analysis of the Activity submitted for acceptance by the Selected Bidder, ECGC may require the selected bidder to review the same and make suitable amendments/modifications/corrections etc. as may be deemed necessary by ECGC."
- The Bidder recognizes that all payments to the Bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones / deliverables / activities set out in the project plan and therefore any delay in achievement of such milestones / deliverables / activities shall automatically result in delay of such corresponding payment.
- Any objection / dispute to the amounts invoiced in the bill shall be raised by ECGC within reasonable time from the date of receipt of the invoice.
- All out of pocket expenses, travelling, boarding and lodging expenses for the entire term of this RFP and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or



services or by way of any out of pocket expenses, including travel, boarding and lodging etc.

- The company also reserves the right to prescribe additional documents for release of payments and the bidder shall comply with the same.
- The bidder shall cover the entire scope of services mentioned and deliver all the 'deliverables' as mentioned under the scope of work.

### Annexure I: Eligibility Criteria

The Applicant must fulfil ALL the following Eligibility Criteria. Proposals of only those Applicants who satisfy ALL these conditions will be considered for further evaluation process. Applications 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-

SI No	Bidder Eligibility Criteria	Supporting documents Required	Remarks (If Any)
1	The bidder must be a Government Organization /PSU/PSE/partnership firm/LLP or limited company existing in India	Certificate of Incorporation / Registration certificate from Registrar of firms	
2	The bidder must be empanelled Information Security Auditing Organization by CERT-in	Proof of empanelment	
3	Should have minimum average annual turnover of Rs.5 crore (Rupees five crore) during last three financial years 2014-15, 2015-16 and 2016-17.	Copies of Audited Balance Sheet and P & L Statements.	
4	Should have made net profits for the last three financial years viz. 2014-15, 2015-16 and 2016-17.	Copies of Audited Balance Sheet and P & L Statements.	
5	The bidder should have experience in providing Information Security Services for Banking, Financial Services and Insurance (BFSI) organization in India in last 3 years. Only completed or on-going projects would be considered	Copy of Credential Letters/ Purchase Order / Engagement Letter / Agreement signed between the parties/ Completion certificate etc	
7.	The Bidder should have technical personnel having information security related qualifications (CISSP/ISMS LA/CISM/CISA/ISA etc.) on bidder's Payroll	Bidder has to furnish the details for no. of technical personnel required for this complete project in Annexure IV: Proposed Team Profile	
8.	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 III : No Blacklisting Declaration	
9.	Bidders should have helped at least two organization in obtaining ISO:27001 certification	Documentary Evidence should be provided.	
10.	The bidder or its parent company or its subsidiary or its group company should not be an	Self-Declaration	



	existing vendor / system integrator maintaining or providing IT related services at any office or data center of ECGC or left any incomplete IT related project / service for ECGC in last 10 years.		



**Annexure II: Commercial Bid**

The Commercial Bid should contain the Total project cost. **ECGC will not provide any reimbursement for traveling, 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)
<b>Part A:</b>		
GAP Assessment, Creation of CCMP & Drafting Information Cyber Security Policy		
1.	GAP Assessment of areas listed in IRDA information security guidelines and GAP Analysis Report with suitable recommendations	
2.	Creation of Cyber Crisis Management Plan (CCMP)	
3.	Drafting of Information and Cyber Security Policy as per IRDAI guidelines	
4.	Cyber security Assurance program & Roadmap to address all shortcomings & and prioritized solutions	
<b>Part B:</b>		
Addressing all the shortcomings, resolving all the gaps and making ECGC ready for external audit as per IRDAI guidelines <b>(to be quoted one man per month basis for TWO months)</b>		
<b>Total Cost of Ownership (TCO) (A + B) In Figures</b>		
<b>Total Cost of Ownership (TCO) (A + B) In Words</b>		

**Note: -**

- The Lowest One (L1) will be identified on the **Total Cost of Ownership (TCO).**
- The rates quoted above shall be exclusive of taxes and will be payable on actual basis.
- The Price shall be inclusive of all out of pocket expenses including travel, lodging, boarding expenses for the site visits for project related work.

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

Place:

Date:

Seal & Signature of the Bidder

**Annexure III: No Blacklisting Declaration**

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

Date: dd.mm.yyyy

To  
The Chief Risk Officer  
ECGC Ltd  
10<sup>th</sup> Floor Express Towers,  
Nariman Point,  
Mumbai 400 021.

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

**ECGC: HO: Information & Cyber Security :2017-18** "Tender for Information Security Consulting Services"

Dear Sir/Madam ,

We do hereby declare and affirm that we have not been blacklisted by Central / any State Government / PSU's or any regulatory bodies as on the date of bid submission.

(Authorized Signatory of Bidder)

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



**Annexure IV: Proposed Team Profile**  
(To be submitted in the Bidder's letter head)

S. No.	Name of Proposed Team Member	Professional Qualifications	Total years of work experience	Areas of expertise	Relevant Experience

Attach **detailed CVs of the proposed resources** reflecting relevant experience.

Place:

Seal and signature of the bidder

Date:

**Annexure V: Undertaking For Nil Deviations**

To  
The Chief Risk Officer  
ECGC Ltd  
10<sup>th</sup> Floor Express Towers,  
Nariman Point,  
Mumbai 400 021.

Subject: Undertaking for Nil Deviations for Tender Ref. No: **ECGC: HO:Information & Cyber Security :2017-18** "Tender for Information Security Consulting Services"

Dear Sir,

There are no deviations (nil deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

Date:

Signature of Authorised Signatory:

Place:

Name of the Authorised Signatory:

Designation:

Name of the Organisation:

Seal:



**Annexure VI: Queries Format**

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

Note: The queries may be communicated only through the e-mail id provided, [rfp.itsecurity@ecgc.in](mailto:rfp.itsecurity@ecgc.in). Responses of queries will be uploaded in 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 send in .xls/.xlsx format in the form of above fields only.



**Annexure VII: 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 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 For a, 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 at least 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 Information Technology Department in the Company's Head Office at Mumbai and a CC thereof be marked to the concerned Branch, Divisional or Regional Office as the case may be by RPAD & 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 VIII: Bank Guarantee Format for EMD**

To  
 ECGC Ltd  
 10<sup>th</sup> Floor Express Towers,  
 Nariman Point,  
 Mumbai 400 021.

Whereas..... (Hereinafter called “the Bidder”) has submitted its bid dated..... (Date of submission of bid) for the “Information Security Consulting Services”(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/System Integrator withdraws his offer after issuance of letter of acceptance by ECGC;
- If the Bidder/System Integrator withdraws his offer before the expiry of the validity period of the tender
- If the Bidder/System Integrator violates any of the provisions of the terms and conditions of this tender specification.
- If a Bidder/System Integrator who has signed the agreement and furnished Security Deposit backs out of his tender bid.
- If a Bidder/System Integrator, having received the letter of acceptance issued by ECGC, fails to furnish the bank guarantee and sign the agreement within the 21 days from the letter of acceptance.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser 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, and any demand in respect thereof should reach the Company not later than the above date. 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 the Purchaser 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 the Company. The successful bidder's bid security will be discharged upon the bidders signing the contract and furnishing the performance bank guarantee.



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

To  
The Chief Risk Officer  
ECGC Ltd  
10<sup>th</sup> Floor Express Towers,  
Nariman Point,  
Mumbai 400 021.

**Letter Of Authorisation For Attending Bid Opening for Tender No: ECGC:HO:Information & Cyber Security :2017-18**

The following persons are hereby authorized to attend the bid opening on \_\_\_\_\_(date) in the tender for **“Information Security Consulting Services”** 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 X: Checklist**

S.no	Document	Enclosed
1.	<b>Cover A : Technical Bid</b>	
	Tender Fee	
	EMD	
	Copy of RFP published in the website <a href="https://www.ecgc.in/tenders/">https://www.ecgc.in/tenders/</a> duly signed and stamped.	
	Annexure I: Eligibility Criteria along with Supporting Documents	
	Annexure III: No Blacklisting Declaration	
	Annexure IV : Proposed Team Profile	
	Annexure V: Undertaking for NIL Deviation	
	Annexure IX: Format for Letter of Authorization	
	Annexure X: Checklist	
	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>	
	Any other relevant information	
2.	<b>Cover B :Commercial Bid</b>	
	Annexure II: Commercial Bid	