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**REQUEST FOR TENDER
(LIMITED TENDER ENQUIRY)**

**FOR
PROCUREMENT OF PHISHING SIMULATION & LEARNING MANAGEMENT SYSTEM
SOLUTION**

Ref: ECGC/Tender-10/RMD/08/2024-25

Date: 29.08.2024

ECGC LIMITED

ECGC Bhawan,

CTS No 393, M V Road, Andheri (East),

Mumbai 400 069

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Section 1

1. Introduction

1.1. Invitation to Bidders

By way of this Request for Tender ('RFT') Document, (hereinafter also referred to as 'the Bid Document' or 'the Tender Document') ECGC Limited (hereinafter referred to as 'ECGC'), a company wholly owned by Government of India and set up in 1957, invites competitive Bids from selected vendors who have the necessary expertise and proven track record of implementing a solution to facilitate the simulation, information security & cyber security awareness campaigns(hereinafter referred to as ('the Bidder(s)').) for "Phishing Simulation & Learning Management System(LMS) Solution" as per scope of work defined in Annexure – I of this RFT.

The "Price/Commercial Bids" along with other documents would be received in physical form.

All 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.

Please note that all the required information as sought in the Tender Document shall be provided by the bidders. Incomplete information may lead to rejection of the Bid. The Company reserves the right to change the dates mentioned in this RFT Document, which will be communicated to the Bidder(s), and shall be posted on ECGC's website. The information provided by the Bidder(s) in response to this RFT Document will become the property of ECGC and will not be returned. ECGC reserves the right to amend, rescind or reissue this RFT Document and all subsequent amendments, if any to this RFT Document. Amendments or changes shall be communicated directly and/or displayed at ECGC's website only.

1.2. Schedule of events

RFT Document Availability	The RFT Document will be shared through e-mail to selective bidders and published on the website of ECGC.
Pre-bid Queries (if any)	06/09/2024
Last date of submission of Bids	20/09/2024
Opening Technical Bids	23/09/2024
Opening of Commercial bid of eligible bidders	23/09/2024
Contact Details:	
Deputy General Manager (RMD): Ms. Rachna Baberwal	
Address for Communication and submission of Bid.	DGM(RMD), ECGC Ltd., 4th Floor, ECGC Bhavan, CTS No. 393, M.V. Road, Andheri (East), Mumbai – 400069
Telephone	022-66590581
All correspondence / queries relating to this RFT Document should be sent to / following email ID only	rmd@ecgc.in

NOTE: Timelines are subject to change at the sole discretion of ECGC Ltd.

Section - 2

2. Disclaimer

The information contained in this RFT 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 RFT document and all other terms and conditions subject to which such information is provided.

This RFT Document is neither an agreement nor an offer and is only an invitation by ECGC to the interested parties for submission of Bids. No contractual obligation whatsoever shall arise from this RFT process unless and until a formal contract is signed and executed by ECGC with the selected Bidder. The purpose of this RFT Document is to provide the Bidder(s) with information to assist the formulation of their bids. Responses submitted after the stipulated date and time will not be entertained.

This RFT Document does not claim to contain all the information each Bidder may require. The bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information of this RFT document and where necessary obtain independent advice. ECGC shall incur no liability under any law, statute, rules or regulations as to accuracy, reliability or completeness of this document.

ECGC reserves the right to reject any or all the bids received in response to this document at any stage without assigning any reason whatsoever. The decision of ECGC in this regard shall be final, conclusive and binding on all the parties. The information provided by the bidder in response to this document will become the property of ECGC and will not be returned. No contractual obligation whatsoever shall arise from the RFT process until a formal contract is signed and executed by duly authorized representatives of ECGC with the selected Bidder.

ECGC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information or withdraw this RFT Document at any stage.

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 draft service Agreement provided at Annexure – 7 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 put 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.
- 3.1.4** The Bid shall contain the address, Tel. 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 or any other bid received and shall have the right to reject any Bid without assigning any reason whatsoever. ECGC also reserves the right to re-issue the Tender Document, or cancel the entire RFT process without assigning any reason(s).
- 3.1.8** 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 ECGC 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.

- 3.1.9** Each Bidder can submit only one Bid.
- 3.1.10** The rates should be sent only in the prescribed format. Non-conformance or quotations received in any other format may result in rejection of Bid.
- 3.1.11** The Bidder should commit to provide the resources desired by ECGC for the entire duration of the engagement, at the agreed cost and terms and conditions.
- 3.1.12** Partial Bids will not be accepted and shall stand rejected. Bidder(s) shall have to quote for the entire scope of work.
- 3.1.13** All rates and total amount should be written both in figures and in words and if there is any discrepancy between the two, the lowest amount will only be accepted.
- 3.1.14** No questions or items in the annexures shall be left blank or unanswered. Where you have no details or answers to be provided a 'No' or 'Nil' or 'Not Applicable' statement shall be made as appropriate. Forms with blank columns or unsigned forms will be summarily rejected.
- 3.1.15** Bids not confirming to the requirement of the RFT will not be considered by ECGC. However, ECGC reserves the right at any time to waive any of the requirements of the RFT.
- 3.1.16** Bids must be received by ECGC at the address specified, no later than the date specified in the "Schedule of Events" in Invitation to Bid.
- 3.1.17** ECGC is not responsible for non-receipt of bids within the specified date due to any reason including postal delays or holidays.
- 3.1.18** Any Bid received after the deadline for submission of Bids prescribed, will be rejected and subsequently destroyed. No Bids shall be returned.
- 3.1.19** ECGC 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 ECGC 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 ECGC's website.
- 3.1.20** ECGC 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). All decisions taken by ECGC are binding and final.

3.1.21 ECGC reserves the right to verify the validity of bid information and reject any bid, where the contents are found incorrect whether partially or fully, at the time during the process of RFT or even after the award of the contract.

3.1.22 The bid is liable to be disqualified in the following cases:

- i. Bid not submitted in accordance with RFT;
- ii. Bid received in incomplete format;
- iii. Bid is not accompanied by all requisite documents;
- iv. Bid is received after the prescribed last date;

3.1.23 The bids once submitted cannot be modified or altered.

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

3.2. Scope of Work & Deliverables Timeline

The detailed Scope of Work and timeline for deliverables is defined in Annexure – 1 of this RFT.

3.3. Language of Bid

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

3.4. Rights of ECGC:

3.4.1 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.

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

3.5. Queries:

The Bidder(s) having any doubt/ queries/ concerns with any clause of this document or selection process shall raise their concern as per schedule of events mentioned at section 1.2 of release of RFT Document in the format annexed at Annexure – 4. ECGC

will not be liable to accept or provide any explanation towards any doubt/ concerns beyond the deadline of 7 days from the release of RFT document.

All the queries shall be communicated only to the e-mail id provided, rmd@ecgc.in as per the format provided in Annexure-4. ECGC would issue clarifications/ amendments in writing via e-mail/website and the same will become part of the RFT.

3.6. Bidding process

3.6.1 The interested bidders should submit their bid in a sealed NON-WINDOW envelope superscripted with “Bid for Phishing simulation & Learning Management System” from before the last date of submission of bids.

3.6.2 The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The Non-Window envelope shall be addressed to ECGC at the said address given in Section 1.2; and shall contain two separate sealed envelopes as follows:

a) Sealed Envelope 1-Technical Bid-all the below annexures to be submitted:

- (i) Annexure2-Bidders eligibility criteria
- (ii) Annexure3-Technical Bid evaluation
- (iii) Annexure6-Acknowledgement
- (iv) Annexure8-Bank details
- (v) Annexure9-Code of integrity

b) Sealed envelope 2-Commercial Bid shall contain Annexure-5

3.6.3 Sealed envelope-1 and Sealed envelope-2 shall be titled as “Technical Bid for Phishing simulation and LMS” and “Commercial Bid for Phishing simulation and LMS” respectively. All envelopes should indicate the name and address of the Bidder on the cover.

3.6.4 If the envelope is not sealed and marked, ECGC will assume no responsibility for the Bid’s misplacement or its premature opening.

3.6.5 The paper like formats, supporting documents as mentioned above etc. should be submitted in one lot in one envelope.

3.6.6 Any eligibility and Technical Bid not conforming to the above list of documents will be rejected.

3.6.7 The eligibility and Technical Bid should NOT contain any price information such bid, if received, will be rejected.

3.7. Bid Prices

- 3.7.1 Price is to be quoted in Indian Rupees only in the format prescribed at Annexure-5
- 3.7.2 Price quoted should be exclusive of all Central/State Government levies, taxes/GST.
- 3.7.3 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.

3.8. Period of Validity of Bids

- 3.8.1 Bids shall remain valid for a period of 90 days from the date of opening of the Bid. The fees quoted shall remain fixed during the currency of the Contract unless agreed otherwise by ECGC. Bidder shall not be entitled during this period to revoke or vary the content of Bid or any term thereof. In such case of making any variation subsequent to submission of bid, the offer shall be treated as "REJECTED". ECGC may debar such bidders from any future RFTs who revoke or vary the content of Bid or any term after the submission of bid.
- 3.8.2 In exceptional circumstances, ECGC 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 RFTs or any debarment.
- 3.8.3 The Company reserves the right to call for fresh quotes any time during the validity period of the Bid, if considered necessary.

3.9. Opening and evaluation of bids

- 3.9.1 ECGC 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.

- 3.9.2 ECGC 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.
- 3.9.3 Prior to the detailed evaluation, ECGC 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.
- 3.9.4 Only those Bidders and Bids which have been found to be in conformity of the terms and conditions of RFT during the preliminary evaluation would be taken up by ECGC for further detailed evaluation.
- 3.9.5 The Technical evaluation will be first carried out as per the parameters given in Annexure-3. The bidders who scores at least 70% marks shall be deemed to be qualified for opening of their financial bids.
- 3.9.6 Bidder(s) bidding in the process shall give as a part of the Bidding documents a statement on their letter head, as per the format provided under Annexure - 5, that they have no objection with any clause of the Tender Document.
- 3.9.7 No Bidder shall contact ECGC on any matter relating to its Bid, from the time of opening of Price/Commercial Bid to the time the Contract is awarded.
- 3.9.8 Any effort by a Bidder to influence ECGC 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 RFTs / contracts / business with ECGC.
- 3.9.9 Only those bidders and bids which have been found to be in conformity of the terms and conditions of RFT during the preliminary evaluation would be taken up by ECGC for further detailed evaluation.

Section – 4

Award of Contract

The Bidder that qualifies the technical bid and bids the lowest commercial bid shall be awarded the Contract. However, ECGC shall be under no obligation to accept the lowest or any bid received and shall be entitled to reject any or all bids without assigning any reason whatsoever. ECGC will notify the successful Bidder in writing, or by e-mail, that their 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 Bidder that conducted similar type of Learning Management System implementation in other Government undertakings/enterprises /institution will be given preference. In case the selected Bidder fails to accept the award then the Bidder having the next lowest commercial bid 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 execute a Service Agreement within 15 working days of the award of Contract, which will be valid for the tenure as mentioned in this RFT Document. The draft of the same is annexed herein below as Annexure – 7. ECGC reserves the right to alter / vary / amend / modify all or any of the terms set out in the said draft Agreement before the same is signed.

Section - 5

5. TERMS AND CONDITIONS OF CONTRACT (TCC)

As stated in draft Service Agreement at Annexure 7.

Section – 6

Annexure – 1: Scope of Work & Deliverables Timeline

Background

ECGC intends to invite quotations from selected vendors, who have the necessary expertise and proven track record of implementing a solution to facilitate the phishing simulation, Information & Cyber Security Awareness campaigns. Complete cyber security awareness solution (comprise of Phishing, Ransomware, Vishing, Smishing and User learning solution) should be provided by the eligible bidders.

General Requirements of Bidders-

1. The Bidder/ Original Equipment Manufacturer (OEM) should be preferably ISO 270001 compliant.
2. The Bidder/OEM has to submit all necessary technical documents/brochure/Reference URLs (in public domain) for the quoted product along the bid.
3. The Bidder/OEM shall submit escalation matrix of its Company for support period.
4. The Bidder/OEM to ensure that the data center should be hosted in a location within India only.
5. The Bidder/OEM has to submit the latest (not older than 6 months) VAPT report and the remediation status of the solution.
6. The Bidder/OEM should have executed at least 3 number of contracts of LMS in the last 36 months.
7. The Bidder/OEM is required to provide a comprehensive SAAS (Software as a Service) starting for a period of one year. The scope of work under this tender for the cyber security simulation and security awareness training solution shall include all activities but not limited to the following:

Scope of Work for Tool:

Scope of Service	
	Functional Requirements –Simulation Campaign Activity
Simulation	The Solution should run simulation campaign to simulate phishing emails and other attacks. It should also provide customize user awareness based on the simulation campaign outcome.

	The Solution should have multiple campaign of Cyber Awareness Simulation for identifying users prone to Email, SMS, Voice etc. based attacks.
	There should be no limitation on number of cycles of carrying out simulation campaign on CLIENT users when the solution is operated by CLIENT during contract period.
	The Bidder has to provide at least each of type of attack vector as managed services whenever CLIENT asks for it during the contract period.
	The Solution should have pre-loaded Email templates, a feature of importing templates and create fresh templates as per CLIENT requirement.
	The Solution should have pre-loaded Landing pages and create fresh landing page corresponding to the simulation campaign.
	Customized landing pages for Credentials capturing
	The Solution should have ability to send phishing simulated email from custom domains similar to the CLIENT.
	The product should have a provision of providing for Repeat Offenders' Report and the breach time of the campaign.
	The Solution should have display consolidated campaign results categorized by campaigns, departments, themes, and other customizable groupings
	The Automated report should provide the details with graphical representation of simulation.
	The Solution's Dashboard should provide a feature of scheduling the simulation campaign and training emails being sent.
	Automatically re-directing the users, who clicked on phishing links, to go through quick awareness page and the awareness training module.
	The OEM should provide product support throughout the license period.
	The solution should provide report on grading of department as well as user on status of risk level on phishing.
	The Solution for training shall support Active Directory integration via internet.
	The Solution should track and identify how many employees clicked on the link, submitted the credentials.
	Reporting on Cyber Awareness dashboard based on Demographics of Users - Location, Designation.
	In the managed services, final report should be provided by the bidder with the simulation details and analysis of the simulation.
	The Solution's dashboard should have an Identity and Access Management
	The Solution's Dashboard should provide a feature of scheduling the simulation campaign and training emails being sent.
	The Solution console must provide a user dashboard with a comprehensive display of a user's training activities, simulated phishing test results, and vulnerability/risk score.
	The Solution's dashboard should provide every employee's vulnerability/risk score.
	The Bidder should provide a comprehensive user and admin guide.
E-Learning (Web Portal)	Functional Requirements – Learning Management System for Users
	The Solution should have in built LMS platform to provide learning module.
	The LMS must include a report generator.
	The Solution should provide a security awareness training directly or via a training notification email sent to the user after being a victim of simulation campaign.

	The Solution should have a phishing/ransomware simulation solution and Learning management system (LMS) SAAS based which support AD Integration and improves employee response to phishing attacks and empowers employees to provide real-time threat intelligence by immersing them in a real-world phishing experience.
	The Solution must allow the administrator the right to customize the quizzes on the training modules.
	The LMS should support Course creation where the course can be created by combining multiple videos, quizzes, and other content categories.
	The Solution should have Video seeking option (Forwarding Video).
	The Solution should have option for adding the organization's own content and to conduct awareness sessions and quizzes.
	The Solution should be capable to auto-generate completion certificate (softcopy) to the users who successfully complete the training exercise/quizzes.
	The Solution must allow to upload Client's logo for our training certificates giving the certificates the look and feel of our brand.
	The Solution should provide the Assessments or Quizzes to analyse the awareness levels of the employees after each awareness session.
	The Solution for training must have enough content to create training program for varying levels of expertise.
	The Solution should track and submit reports of participation & results, etc.
	The Solution should have a feature of sending reminders to employees for completing the awareness training through link shared via email and provide track report for the users who have not completed the awareness training.
	The Solution should have functionality for re-test for the people who did not acquire the passing score.
	The LMS should support Tab inactivity option.
	User Learning portal should have the capability to track the user learning path.
	The LMS should support Course creation where the course can be created by combining multiple videos, Infographics, quizzes, and other content categories.
	The Solution (LMS) shall preferably have the capability to configure automated emails for initiating the Program, Reminders, generating certificates, etc.
	There should be 5-10 Assessment Question at the end of each module
	The Bidder should provide training on tool operation and handholding to and hands-on experience to at least manpower (Online).
Cyber Jagrookta Diwas Awareness	The Solution should cover all the topics related to Cyber Jagrookta Diwas Circular an initiative by Ministry of Home Affairs, Government of India.
	The Bidder should provide an Annual Action Plan for observing Cyber Jagrookta Diwas on first Wednesday of every month.
	The LMS should contain different deliverable modes like, Video, Quiz, Wallpaper, E-posters, Infographics etc.
	The Bidder should have prior experience for Cyber Jagrookta Diwas- Annual Action Plan.
Others	The Bidder/OEM should provide product support (8 hours X 5 Days) throughout the license period.

	Complete implementation and commissioning shall be done within 10 days from award of tender.
	The Bidder/OEM should provide Knowledge imparting sessions through User learning Portal.
	All complaints (hardware/configuration) shall be rectified by the bidder within next business day from the date of logging of complaint during contract period.

Annexure 2 – Bidder's Eligibility Criteria

Specification	Complied (Yes/No)	Supporting Documents Required
The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India and the data center of the solution should be hosted in geographical location of India only.		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed
The Bidder must have an average turnover of minimum Rs.5.00 crore during last 03 (three) financial year(s) i.e. FY2020-21, FY2021-22 and FY2022-23.		Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/ 3 financial years may be submitted.)
Bidder should have experience and demonstrated capability in providing phishing simulation and LMS related product/services in India as specified in RFT to at least 3 company/organization.		Copy of the Valid Certificate(s) to be provided

ISO certified/SOC compliant/DPDP compliant	II	Handling of PII data
Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any State or Central Government or their agencies/departments on the date of submission of bid for this EOI and also certify that they have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any State or Central Government Agencies / Departments at any time, during the last 3 years.		Bidder should specifically certify

Annexure-3 Technical Evaluation Criteria

Specification	Criteria	Marks	Max Marks
Experience and demonstrated capability in having executed/completed phishing simulation and LMS related projects, in India, as on 31.03.2024.	More than 5 projects in last 5 FY	10	10
	3 to 5 projects in last 5 FY	8	
	less than 3 projects in last 5 FY	5	
Experience in providing phishing simulation and LMS services to at least one Insurance company/organization in India during the last 5 FY.	As mentioned alongside with 5 or more insurance company	10	10
	As mentioned alongside with 3 or more insurance company	8	
	As mentioned alongside with 1 or more insurance company	5	
Bi-Lingual(Hindi and English) training contents including posters,videos,quizzes,templates etc.			10
Deck including the quality of understanding of the scope of the engagement demonstrated in the response to the RFP. Sample POC report of the solution with features details.			20
Total			50
Note : Bidders who score minimum of 70% marks on the technical evaluation criteria as mentioned above will only be considered for evaluation of commercial bid			

Annexure – 4: Query Format

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

Note: The queries, if any, may be communicated only through the e-mail id provided, rmd@ecgc.in. Responses of queries will be posted on ECGC website and/or emailed to the 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 – 5: Price / Commercial Bid Format
PRICE/COMMERCIAL BID FOR Phishing Simulation and Learning Management System for a period of One year

(Must be submitted in the **sealed envelope** as mentioned above and on the Company's Letter Head)

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.	Description of Service	Amount in INR
1.	Complete deployment of solution & handholding	

Terms and Conditions:

- 1) The above quoted fee is inclusive of all expenses but excluding taxes.
- 2) We undertake to deliver all the deliverables as envisaged in the proposal / agreement and complete the assignment within the time frame stipulated in the RFT 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 / payment schedule / percentages with the successful bidder.
- 5) We undertake that the offer is in conformity with the terms and conditions as mentioned in this RFT. We further confirm that the information furnished in the RFT ,annexure, formats is correct. ECGC may make its own inquiries for verification and we understand that the ECGC has the right to disqualify and reject the bid, if any of the information furnished in the bid is not correct.

- 6) We also understand that the ECGC is not bound to accept the offer either in part or in full. If ECGC rejects the offer in full or in part it may do so without assigning any reasons there for.

Signature of the Authorized Signatory of Company

Name:

Designation:

Contact no. (Mobile):

Email Id:

Company Seal:

Annexure – 6: Acknowledgement

Date:

To,

DGM(RMD)

ECGC Bhavan, CTS No. 393, 393/1-45, M.V. Road, Andheri (East), Mumbai – 400069

Dear Sir/Madam,

Subject: Response to the Request for Tender for “Phishing simulation and Learning Management System”

1. Having examined the Request for Tender Document including Annexures therein, 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 RFT 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 RFT.
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 RFT 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 – 7: Service Agreement

Draft Service Agreement

Annexure – 7 : Service Agreement

This **SERVICE AGREEMENT** (“**Agreement**”) is made and entered into on this the [•] day of [•] Two Thousand and Twenty Three[___/[___]/2023), BY AND BETWEEN:

ECGC Ltd., a Public Sector Enterprise wholly owned by Government of India, having its registered office at ECGC Bhawan, CTS No 393, 393/1-45, M V Road, Andheri (East) Mumbai 400 069 (hereinafter referred to as the “**Company**”, which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns), of the ONE PART;

AND

SERVICE PROVIDER, a company incorporated under the Indian Companies Act, 1956, having its registered office at ‘ -- ’(hereinafter referred to as the “**Service Provider**”, which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns), of the OTHER PART.

Company and the Service Provider shall hereinafter jointly be referred to as “Parties” and individually as a “Party”

WHEREAS:

1. The Company is, *inter alia*, engaged in the business of providing export credit insurance to Indian exporters;
2. The Service Provider is, *inter alia*, involved in the business of providing Learning Management System.

3. The Company floated Request For Tender (Limited Tender Enquiry) having reference: **ECGC/Tender-10/RMD/09/2024-25** (hereinafter referred to as “the said RFT”) (Attached as Annexure – I to this Agreement).
4. The Service Provider has become the successful bidder in the said RFT and the Company has selected the Service Provider to implement Learning Management System and the Service Provider has agreed to provide the services, as they have the required skills and personnel.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement, the Parties with the intent to be legally bound hereby agree as follows:

1. Definitions:

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

- i. “Service Provider” is the successful Bidder to whom notification of award has been given by ECGC.
- ii. “The Services” means the scope of services which the Service Provider is required to provide ECGC under the Contract.
- iii. “The Contract” means the agreement entered into between ECGC and the Service Provider, and signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- iv. “The Contract Price” means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- v. “TCC” means the Terms and Conditions of Contract;
- vi. “The Project/assignment” means deployment of Learning Management System.
- vii. “The Project Site” means designated locations of ECGC as may be specified in Purchase Order / RFT.

- viii. Confidential Information means all the information of the Company which is disclosed to the service provider whether oral or written or through visual observation or in electronic mode and shall include but is not limited to trade secrets, know-how, techniques, processes, plans, algorithms, software programs, source code, 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, 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 Company.

2. APPOINTMENT & SCOPE OF SERVICES

- 2.1. The Company hereby appoints the Service Provider to provide the 'Services' clearly set out under the '**Scope of Work**' as per Annexure – 1 to RFT here to with effect from

..... (“**Effective Date**”) and the Service Provider hereby agrees to provide the Services in accordance with the terms and conditions set out below.

- 2.2. The Service Provider, acting as an independent contractor, shall provide the Services (“**Services**”) and the Deliverables (“**Deliverables**”), if any, as more particularly set out in **Scope of Work** hereto.
- 2.3. The **Scope of Work** shall specify the Services, which shall include, but shall not be limited to, applicable fees, term or duration for which Services shall be provided, specifications, support during the engagement .. The Statement of Work shall further delineate the rights, duties, and obligations of the Parties related to the particular Service.

3. FEES AND PAYMENT TERMS

- 3.1. Payment shall be made in Indian Rupees.
- 3.2. Payment shall be made via electronic fund transfer only to the bank account specified, as per the form provided under Annexure -8, in the RFT response.
- 3.3. No payment shall be made in advance on award of the contract.
- 3.4. Payments shall be made only on receipt of invoice from the Service Provider.
- 3.5. It may be noted that ECGC shall 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 contract.
- 3.6. The fees payable for the Services provided herein and the terms and procedure for payments thereof are set forth in the relevant **Scope of Work**.
- 3.7. The price mentioned are exclusive of all the taxes and duties as applicable, which shall be borne by the Company at actuals as on the date of invoice.
- 3.8. All payments shall be subject to TDS and any other taxes as per the tax rules prevalent at the time of payment.

3.9. All invoices shall be paid within 30 days from the date of receipt .

4. SERVICE PROVIDER'S RESPONSIBILITIES

4.1. The Service Provider shall be responsible for:

4.1.1. providing the user manual/guide ,walkthroughs Services to be delivered hereunder, of the type and quality as specified in the relevant **Scope of Work**.

4.1.2. Complying with Company's internal guidelines, instructions, manuals, scrutiny lists, procedures, further specifics and requirements ("**Guidelines**") in relation to the Services, as may be provided in writing by the Company to the Service Provider. However, in the event there is a conflict between the guidelines and the terms set out in the Agreement, the terms set out in the Agreement shall prevail;

4.1.3. Complying with all applicable laws in the course of providing the Services.

4.1.4. Any other responsibilities that may arise during the performance of the services as mentioned in **Scope of Work**.

5. COMPANY'S RESPONSIBILITIES

5.1. The Company, on its part, shall be responsible for:

5.1.1. Providing the necessary assistance for delivery of Services or at its premises including by way of providing the necessary her facilities as set out in relevant **Scope of Work**.

5.1.2. Ensuring that all policies and procedures of the Service Provider are complied with in the course of availing of the Services;

5.1.3. Performing all other general acts as may be necessary to enable the Service Provider to efficiently provide the Services.

6. Service Delivery Location

The some part of scope of work as mentioned above will be required to be delivered at ECGC's onsite location ECGC Bhavan, CTS No. 393, 393/1-45, M.V. Road, Andheri (East), Mumbai – 400069. The Team would be required to travel and / or be posted at ECGC's Data Centre Site in Mumbai for work-related matters.

7. INTELLECTUAL PROPERTY

- 7.1. All the manuals, guidelines, documents etc. provided by Client/company shall be treated as Confidential information by the Service Provider.
- 7.2. Service Provider shall retain all rights, title, interest including intellectual rights in and to the LMS tool provided in connection with this Agreement.
- 7.3. 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. Service Provider shall protect ECGC against any claims thereof.
- 7.4. It is however hereby clarified that if the Deliverables incorporate any pre-existing intellectual property rights of the Company the rights therein shall continue to vest with the Company.
- 7.5. A party shall not to directly or indirectly, use any of the other party's trademarks, trade names, service marks and logos in any manner, except as permitted by the other party in writing.

8. Non- Disclosure:

- 8.1. The Company shall be deemed to be the owner of all Confidential Information.
- 8.2. The service provider will use the Company's Confidential Information solely to fulfil its obligations as part of and in furtherance of this service contract.
- 8.3. The service provider shall not use the Confidential Information in any way that is directly or indirectly detrimental to the Company or its subsidiaries or affiliates, and shall not disclose the Confidential Information to any unauthorized third party. The service provider shall not disclose any Confidential Information to any person except to its employees and consultants, 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 service provider and any such person/s shall be forwarded to the Company promptly thereafter. Prior to disclosing any Confidential Information to such person/s, the service provider shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information.

8.4. The service provider 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.

8.5. Service Provider servicing ECGC should comply with ECGC's Information 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 Company being managed by or assigned to Service Provider.
- iv. Physical security of the Services / Equipment provided by the Service Provider.

8.6. Service Provider shall also be required to comply with statutory and regulatory requirements applicable on the Service Provider, and shall produce the same for records of ECGC Limited and / or its Auditors and / or its regulator.

8.7. **Limitation of Liability**

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

9. **WARRANTY & WARRANTY DISCLAIMER**

9.1. The Service Provider hereby warrants that the Service Provider shall provide the Services in accordance with **Scope of Work** and that in the course thereof, it shall exercise the same degree of professional competence, care, skill, diligence and prudence as is normally exercised by professionals in the Service Provider's field.

10. TERM AND TERMINATION

- 10.1. The term of this Agreement shall be for a period of 12 months ("**Term**"), commencing from the Effective Date.
- 10.2. In case of a breach (material in nature) under the Contract or any other subsequent documents containing obligations under the service agreement, the Company shall notify the Service Provider and give a period of further maximum 7 days to rectify the breach as to the Company's satisfaction. In case the breach is not rectified to the Company's satisfaction, the Company may terminate the contract.
- 10.3. If the Service Provider wishes to terminate the contract, they will be liable to refund the amount paid for the remaining period.

11. MISCELLANEOUS PROVISIONS

- 11.1. It is expressly agreed between the parties that the Contract, The Request for Tender (RFT) Document, any addendum or corrigendum issued thereafter and the complete Annexures thereto constitute the Entire Agreement between the Parties.
- 11.2. All notices, requests, demands or other communications which are required to be given pursuant to the terms of this Agreement shall be in writing addressed to the above-mentioned addresses and will be deemed to have been duly given when received. The notices shall be sent to the addresses as set forth above and to the attention of the signatories of this Agreement, or to such other addresses or individual(s) as the Parties may mutually agree in writing from time to time.
- 11.3. If either party is prevented from performing any obligation under this Agreement (excluding payment obligations) by causes beyond its control, including labor disputes, pandemic, civil commotion, war, governmental regulations or controls, casualty,

inability to obtain materials or services or acts of God, such defaulting party will be excused from performance for the period of the delay and for a reasonable time thereafter.

- 11.4. Service Provider agrees and undertakes that they have not directly or through any other person or firm offered, promised or given nor shall offer, promise or give, to any employee of the Company involved in the processing and/or approval of our proposal/offer/bid/tender/contract 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 proposal/offer/bid/tender/contract.
- 11.5. During the term of this Agreement and one year thereafter, the parties shall not solicit, encourage or attempt to solicit, induce or encourage, either directly or indirectly, any of the party's personnel or employee for employment, unless prior written permission is obtained from the other party; provided however, that the foregoing shall not apply to the hiring of employees who respond to Internet or other advertisements of general circulation not specifically targeted to such employees.
- 11.6. The relationship between Company and Service Provider is solely that of an independent contractor and the relationship is on a principal-to-principal basis. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create an employment or agency relationship or a partnership between a party and the other party or the other party's employees or Clients or agents
- 11.7. This Agreement shall not be assigned by either party without the prior written consent of the other party.
- 11.8. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be struck from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

11.9. No failure on the part of any party to exercise or delay in exercising any right hereunder will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right.

11.10. Termination or cancellation of this Agreement for any reason shall not release either party from any liabilities or obligations set forth in or arising from this Agreement which remain to be performed or by their nature would be intended to be applicable following any such termination or cancellation.

11.11. This Agreement along with the said RFT, bids and other annexures constitutes the entire agreement between parties relating to the subject matter hereof and supersedes any prior proposals, understandings, correspondence or other documents exchanged between the parties prior hereto. This Agreement can be modified, supplemented or amended only by a written agreement executed by both parties.

11.12. The courts at Mumbai shall alone have exclusive 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 RFT, the subsequent contract awarded or the terms and conditions of the Contract.

11.13. This Agreement may be executed in counterparts, which together will constitute one instrument.

11.14. Force Majeure:

Notwithstanding the provisions of Terms and Conditions of Contract, the Service Provider shall not be liable for 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 Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of ECGC in its

sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Service Provider shall promptly notify ECGC in writing of such condition and the cause thereof. Unless otherwise directed by ECGC in writing, the Service Provider 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.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands unto this Agreement on the day and date first set out hereinabove.

For and on behalf of
ECGC Ltd.
the “Company” aforesaid,
through its authorised signatory

For and on behalf of
SERVICE PROVIDER
the “Service Provider” aforesaid,
through its authorised signatory

NAME :
DESIGNATION :

NAME:
DESIGNATION:

WITNESSES:

1.

2.

Annexure – 8: 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 – 9

CODE OF INTEGRITY DECLARATION

I/We working as in (name of the firm/Company and firm's/Company's address in full be mentioned), hereby solemnly affirm and declare that I have been authorized by the firm/Company to sign the bids. I, hereby declare and certify, on behalf of the firm/Company, that we have accepted all the terms & conditions mentioned in theand we shall abide by all the terms & conditions of RFP/Agreement.

I/ 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 proposal/offer/bid/tender/contract 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 proposal/offer/bid/tender/contract.

I/we further declare that in relation to my/our Bid submitted to ECGC, in response to RFP NO.....,I/we.....hereby undertake that I/we shall abide by the Code of Integrity and make disclosure as to any Conflict of Interest at all times, and understand that any breach of the Code of Integrity will render me/us liable to be removed from the list of registered bidders, and would also subject me/us to other punitive and penal action such as cancellation of contracts, banning, debarring and blacklisting or action in the court of Law, and so on.

Signature of Authorized Signatory of the firm with Seal & Stamp

Date :

Place:

Name:

Designation:

