



(भारत सरकार का एक उद्यम)

(A Government of India Enterprise)

## **ECGC Limited**

10<sup>th</sup> Floor, Express Towers

Nariman Point

Mumbai - 400 021.

**CIN No.U74999MH1957GOI010918**

**REQUEST FOR PROPOSAL FOR APPOINTMENT OF SECRETARIAL  
AUDITOR FOR FINANCIAL YEAR 2018-19 TO MEET THE  
COMPLIANCE OF SECRETARIAL AUDIT U/S 204 OF THE  
COMPANIES ACT, 2013 FOR ECGC LTD.**

**LAST DATE FOR RECEIPT OF BIDS 1700 HRS**

**ON JANURAY 22, 2019.**

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## **DISCLAIMER**

- The information contained in this Request for Proposal Document (RFP) or information that may be provided subsequently to bidder(s) through mail or in documentary form by ECGC, is provided on the terms and conditions set out in this RFP.
- This RFP is neither an agreement nor an offer but only an invitation by ECGC to the interested bidders to participate in the bid process. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals and may not contain all the information that may be required by them.
- ECGC shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. ECGC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- ECGC reserves the right to reject any or all bids/proposals received in response to this RFP 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 Bidders in response to this RFP will become the property of ECGC and will not be returned. This RFP and the information contained therein are to be used only in the manner prescribed.
- While this RFP has been prepared in good faith, neither ECGC nor its employees make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained therein.

## **A. INTRODUCTION**

ECGC Ltd. (hereinafter called as ECGC / Company) is a public sector Enterprise wholly owned by the Government of India. ECGC was set up in the year 1957 to support the Indian Export Industry by providing cost-effective insurance and trade-related services to meet the growing needs of Indian export market by optimal utilization of available resources. It functions under the administrative control of the Ministry of Commerce & Industry and is managed by the Board of Directors comprising of representatives from the Government, Reserve Bank of India, Banking, Insurance and exporting community. Over the years it has designed different export credit risk insurance products to suit the requirements of Indian exporters and commercial banks extending export credit.

## **B. REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF SECRETARIAL AUDITOR FOR AUDIT OF THE COMPANY FOR FINANCIAL YEAR 2018- 19.**

### **1. INVITATION FOR BIDS**

ECGC invites Technical and Financial Bids from firms of Company Secretaries for conducting Secretarial Audit (Audit) of ECGC Ltd. for the FY 2018-19. The Audit is to be conducted to comply with the requirements mentioned in Section 204 of the Companies Act, 2013 (Refer **Annexure VII**) read with Rule 9 of the Companies (Appointment & Remuneration of Managerial Personnel) Rules, 2014. The Firm should submit its Report in prescribed format of Secretarial Audit Report (Refer **Annexure VIII**).

### **C. SCOPE OF AUDIT**

1. The selected Bidder shall provide report on compliance with (i)the provisions of the Companies Act, 2013, the rules made thereunder; (ii) Secretarial Standards promulgated by ICSI including amendments, if any; and
2. Any other statutes/laws/rules/regulations/guidelines/directives etc. of Central/State/local authorities applicable to the Company, if any, including the list of Acts/Rules etc. provided at **Annexure I**.
3. Detecting the instances of statutory non-compliances/partial compliances/deviations during the period mentioned in this scope of work.
4. Defining a process and system that would facilitate taking corrective measures that ensures full compliance by ECGC including 1 and 2 above.

**Note:** Currently ECGC Ltd. is not listed on any of the Stock Exchanges and report may be provided accordingly.

#### D. TIMELINE

Sr. No.	Event	Schedule, Date / Time
1.	Date of Publishing RFP on website of ECGC Ltd. (www.ecgc.in)	<b>08.01.2019</b>
2.	Last date for submission of queries*/request for clarification from bidders through email (No queries will be entertained on telephone or through any means other than e-mail).	<b>16.01.2019</b>
3.	Last date for receipt of Bids	<b>22.01.2019</b>
4.	Date and time of opening of Technical Bids	will be displayed on website in due course
5.	Date and time of opening of Financial Bids	will be displayed on website in due course
6.	Final Selection of Bid	will be displayed on website in due course

**Note:** ECGC Reserves the right to extend/modify/cancel the tender process at any time without assigning any reason whatsoever.

Address for Communication & Submission of Bids	Company Secretary Company Secretariat Department, ECGC Ltd., 10th Floor, Express Towers, Nariman Point, Mumbai - 400 021. Phone : 022-66590612
* E-Mail ID for communication & posting of queries	cs@ecgc.in

#### E. ELIGIBILITY

1. The Firm should not have been prohibited/debarred/blacklisted by any regulating Authority/Agency including IRDAI, RBI, SEBI, ICAI, ICSI, C&AG, NCLT, DPE & NCLAT etc.
2. Firm should have minimum five years of experience in practice (From date of registration with the Institute of Company Secretaries of India), as on the last date of submitting the Bid.
3. The firm must have a physical office in Mumbai.

#### F. TERMS AND CONDITIONS

##### 1. CLARIFICATIONS AND AMENDMENTS TO RFP

Bidders may seek clarifications on the RFP by email till the date and time mentioned in the "timeline".

It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be addressed to:

**Company Secretariat Department:** [cs@ecgc.in](mailto:cs@ecgc.in)

ECGC may for any reason, whether at its own initiative or in response to pre-bid queries/clarification(s) sought from Bidders, modify the RFP contents by amendments/addendums/corrigendum etc. The same will be notified on its website. No individual communication would be made in this respect to any Bidder.

## **2. PERIOD OF VALIDITY OF BID**

The Bidder shall submit the Bids which shall remain valid for not less than 90 days after the last date of Bid submission. ECGC reserves the right to reject any Bid which does not meet the aforementioned validity requirement. No Communication shall be entertained in this regard.

## **3. ADHERENCE TO TERMS AND CONDITIONS**

The Bidders who wish to submit Bids to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in this RFP. If the Bids contain any extraneous conditions put in by the Bidders, such Bids shall be disqualified and shall not be considered for the selection process.

## **4. EXECUTION OF PRINCIPAL AGREEMENT AND NDA**

The selected Bidder shall be required to execute Principal Agreement (**hereinafter to be referred as "PA"**), draft of the same is annexed at **Annexure VI**, which includes all the services and terms and conditions of the services to be extended by the selected Bidder as detailed herein and as may be prescribed or recommended by ECGC. The selected Bidder will be required to execute the PA within two weeks from the date of communication about the final selection of the Bidder, on completion of the required processes as outlined herein. The selected bidder will also have to execute a Non-Disclosure Agreement (NDA) with ECGC within two weeks from the date of communication of final selection of the Bidder, on completion of the required processes as outlined herein (Refer **Annexure IX**).

## **5. ADHERENCE TO STANDARDS/ COMPLIANCE WITH LAWS**

The selected Bidder shall adhere and comply with all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and government authorities of India. The selected Bidder shall also adhere to the professional standards as may be prescribed by the ICSI from time to time.

## **6. NO ASSIGNMENT**

Neither the ensuing contract nor any rights granted under the ensuing contract can be assigned, or otherwise transferred or misused, in whole or in part, by the selected Bidder. The selected Bidder shall not sub-contract or permit anyone other than authorised personnel to perform any of the work, service or other performance required of the selected Bidder under the ensuing contract.

## **7. PERIOD OF CONTRACT**

The period of appointment of the selected Bidder as the Secretarial Auditor shall be initially for a period of one year i.e., for Secretarial Audit for the Financial Year 2018-19 and renewable annually for two subsequent years on the same Annual fees and other terms and conditions, subject to change in rules or regulations or laws of land; and also, satisfactory performance by the selected Bidder. The renewal will be with the consent of both parties.

## **8. INCIDENTAL EXPENSES**

No additional payment will be admissible other than the fees quoted by the selected Bidder as per its Financial Bid. All the incidental and ancillary expenses like travelling expenses, lodging and boarding, etc. but not limited thereto and all related expenses of its audit team shall be borne by the selected Bidder.

## **9. REPORTING METHODOLOGY:**

The selected Bidder shall submit a report in the proforma prescribed herewith as **Annexure VIII.**

## **10. FEES OR PAYMENT.**

The Fees shall be payable in single payment upon satisfactory completion of audit assignment and submission of report within prescribed time limit.

## **11. CORRECTIONS, ERRORS, COMMISSION & OMISSION**

Bidders are requested to exercise caution while submitting the bid documents including Financial Bid. Any corrections, errors, commission and omission shall not be entertained after receipt of bids at our end.

## **12. TERMINATION**

The Contract of Appointment of the Audit Firm may be terminated, in case it is found at a later stage that the audit firm does not comply with the terms and conditions of this RFP including continued eligibility requirements.

## **13. ANY OTHER CONDITIONS**

ECCG reserves the absolute and unconditional right to modify/amend/cancel the Terms and Conditions of the RFP and to cancel the RFP partly or fully at its own discretion at any stage if it is not in accordance or in conformity with the

requirements of this RFP and no correspondence will be entertained by ECGC in the matter. The Company reserves the right to reject any or all offers without assigning any reason whatsoever. The Company may decide not to avail of any services from any bidder as a consequence of this RFP. The Company also reserves the right to re-issue or re-commence the entire bid process without the applicants having the right to object. Any decision of the Company in this regard shall be final, conclusive and binding on all the Bidders.

**(I) The Bids are liable to be rejected if:**

- a. Not properly/duly signed by the Authorised Signatory of the Bidder.
- b. Received after expiry of the last date and time. If the last date for submission of RFP happens to be a holiday due to some unforeseen circumstances then the RFP may be submitted by 11:00 am on the next working day.
- c. Incomplete including non-furnishing of required documents / information as required in terms of this RFP.
- d. Evasive or contains incorrect information.
- e. There is canvassing of any kind.
- f. Bidder is delaying in submission of additional information or clarifications sought by ECGC Ltd. as applicable.
- g. Bids are conditional.
- h. Not received in sealed condition.
- i. Multiple Bids are received from the same bidder.
- j. Formed cartel in association with other bidders.

**(II)** The bidders will be shortlisted based on assessment as per Technical Bids. The financial bids of these shortlisted bidders only will be opened. The date of opening of the Financial Bids will be displayed on the website of ECGC Ltd. in due course.

**(III)** Bids not conforming to the requirements of the RFP may not be considered. However, ECGC reserves the right at any time to waive any of the requirements of the RFP.

**(IV)** ECGC shall have the absolute right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities towards the affected Bidder(s). Reasons for cancellation, as determined by ECGC, in its sole discretion, may include but are not limited to the following:



- a) Scope of work was not adequately or clearly defined due to unforeseen factors and/or new development.
- b) Proposed fees are not proportionate for assignment/project.
- c) Any other reason.

**(V)** All Pages of Bid document including Annexures if any, stamped and forming part of the Bid must be signed by the Authorized Representative /Signatory on behalf of the Bidder.

**(VI)** The bidders have to bear all the expenses in connection with the preparation of their Proposals, visits, presentation before the appropriate authority of ECGC, if required, etc. ECGC will not, in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

**(VII)** The selected bidder must agree to and sign a Non-Disclosure Agreement with ECGC Ltd.

**(VIII)** The bidder shall indemnify ECGC Ltd. and keep indemnified for any loss or damage, cost or consequence that ECGC Ltd. may sustain, suffer or incur on account of violation/failure on part of the bidder.

**(IX)** The selected bidder or any of its partners or any of their employees shall not, under any circumstances, be deemed to have any employer-employee relationship with ECGC Ltd. Existence of any such interest shall be disclosed in the Bid documents.

## **G. METHODS OF SUBMISSION**

The Bid document shall be submitted in one sealed Master Cover mentioning “**REQUEST FOR PROPOSAL FOR APPOINTMENT OF SECRETARIAL AUDITOR FOR FINANCIAL YEAR 2018-19 TO MEET THE COMPLIANCE OF SECRETARIAL AUDIT U/S 204 OF THE COMPANIES ACT, 2013 FOR ECGC LTD.**” which should in turn contain two sealed envelopes super- scribed as Technical Bid and Financial Bid.

### **1. Technical Bid**

Technical Bid as per **Annexure - II** and other documents sought along with the Technical bid as per **Annexure III**. The Technical bid shall be on the letter head of the bidder’s firm, duly signed by authorized official along with the firm’s seal.

### **2. Financial Bid**

Financial Bid as per **Annexure IV** shall be submitted, with details of fees for the assignment for one year, applicable taxes, other expenses, if any, all in the given format.

**FORMING PART AND PARCEL OF SCOPE OF THE AUDIT**

**1. Corporate Laws and Rules & Regulations made thereunder, as amended from time to time –**

1. The Companies Act, 2013 and Rules made thereunder;
2. Insurance Act 1938 and Insurance (Amendment) Act, 2015;
3. IRDA Act, 1999 and Rules made thereunder;
4. Department of Public Enterprises (DPE) Guidelines, 2010;
5. Memorandum of Understanding (MoU) with the Administrative Ministry
6. Foreign Exchange Management Act, 1999 and Rules made thereunder;
7. Income Tax Act, 1961;
8. Goods and Service Tax Act, 2017;
9. Professional tax applicable to respective States;
10. Wealth Tax Act, 1957;
11. The Competition Act, 2002;
12. The Prevention of Money-laundering Act, 2002;
13. Maharashtra Stamp Act/Indian Stamp Act;
14. The Right to Information Act, 2005;
15. Employees State Insurance Act, 1948;
16. Equal Remuneration Act, 1976;
17. The Maternity Benefit Act, 1961;
18. The Payment of Gratuity Act, 1972;
19. The Sexual Harassment of Women at Workplace Act, 2013;
20. Industrial Disputes Act, 1947;
21. The Payment of Wages Act, 1936;
22. The Inter-State Migrant Workmen (Regulations of Employment and conditions of Service) Act, 1979;
23. The Contract Labour (Regulation and Abolition) Act, 1970;
24. The Child Labour (Prohibition and Regulation) Act, 1986;
25. The Minimum Wages Act, 1948;

26. The Employee's Provident Fund and Miscellaneous Provisions Act, 1952;
27. The Payment of Bonus Act, 1965;
28. The Pension Fund Regulatory and Development Act, 2013;
29. The Pensions Act, 1871;
30. The Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959
31. Apprentice Act, 1961
32. Bombay Shops and Establishment Act, 1948;
33. The MSMED Act, 2006.

(On letter head of the Firm)  
PROFORMA FOR TECHNICAL BID

To,  
The Company Secretary  
ECGC Ltd.  
10th Floor, Express Towers, Nariman Point  
Mumbai 400021.  
Maharashtra  
India

Sr. No	Particulars	
1.	Name of the firm: Registered Address of the Firm Profile of the Firm. (Attach separate sheet, if required) Date of Registration : (i) Constitution of the firm, Partnership firm/Proprietorship /LLP /Company (ii) In case of firm, Name of the Lead Partner/ Individual/ In- charge (iii) Full Name(s) of the Authorized Representatives/Signatories and the Contact details. (iv) Land Line (if any) (v) Mobile No. (vi) Email ID	
2.	Full Name of Directors/Partner(s)/ Individual with details of (i)Qualifications- a. Academic b. Professional (ii) Experience (iii) Contact Details. a. Land Line (if any) b. Mobile c. Email ID (iv) Date of Commencement of Practice (v) Certificate of Practice (COP) Number /Registration Number and its validity. (vi) Position currently held (either as an employee or consultant or other) with details of organization etc. as applicable. (vii) Details of position held in other firms, if any. (Please attach documentary evidence)	

3.	Details of Office in Mumbai Postal Address: - Telephone Nos. : Fax No. :- Email:- Website (if any):-	
4.	List of Major Clients including Insurance Companies and Public Sector Banks (present and past).	
5.	Details of disqualification, if any.	
6.	List of Stock Market Listed companies whose secretarial audit was undertaken and completed in the past five years.	
7.	(i) Self-Attested Copy of ICSI Registration Certificate, (ii) Self-Attested Copy of Profit & Loss Account and Balance Sheet of the Firm for the immediate preceding 3 (three) financial years, (iii) Self-Attested Copy of Certificate of Practice. (iv) Self-Declaration in the enclosed format ( <b>Annexure V</b> ), (v) PAN of the Firm (Please attach documentary evidence) (vi) GST Registration No. of the Firm (Please attach documentary evidence)	
8.	Turnover of the Firm in the preceding Financial Year based on ITR / Balance Sheet (Please attach documentary evidence) a. Total Annual Turnover	
9.	Any other relevant information (Please attach separate sheet, if required.)	

**Declaration –**

1. All the information provided by me/us herein above is correct.
2. I/We have no objection if enquiries are made about the work listed by me/us in the accompanying sheets/annexures.
3. I/We have read all the terms & conditions of bid and the instructions and those are acceptable to me/us.

Signature:.....  
Name and Designation of the Authorized Representative/Signatory:.....  
Stamp of the Bidder:.....  
Date:.....  
Place:.....

**ANNEXURE III**  
**(Refer para G.1)**

**FORMAT OF CHECKLIST**

Sr. No.	Required Details or Documents	Details Provided/Attached (Tick)		
		Yes	No	Not Applicable
1.	Details of the Firm (Name, Address, Contact details, etc.)			
2.	Details Directors/Partner(s)			
3.	Details of office in Mumbai			
4.	Details of Other Branches in India and Overseas			
5.	List of Major Clients			
6.	List of Stock Market Listed companies whose audit was completed by CS firm.			
7.	Self-Attested Copy of ICSI Membership of the Director(s)/Partner(s)			
8.	Self-Attested Copy of Profit & Loss Account and Balance Sheet of the Firm for the last 3 (three) financial years i.e. FY 2015-16, 2016-17 & 2017-18			
9.	Self-Attested Copy of Certificate of Practice			
10.	Self-Declaration in the enclosed format (Annexure – V)			
11.	Self-Attested Copy of PAN of the Firm			
12.	Self-Attested Copy of GST Certificate of the Firm			
13.	Turnover of the firm – as Per ITR			
14.	Bank Account Details of the Firm – Cancelled Cheque			

**ANNEXURE IV**  
**(Refer Para G.2)**

**(Proforma of Financial Bid)**

Sr. No.	Description	Fees in INR (In Figures) (Exclusive of Taxes) *
1.	Fees for conducting Secretarial Audit of ECGC Ltd. for FY 2018-19	₹                   /-

\*Taxes will be paid exclusive of fees quoted above, as applicable from time to time.

Total amount in words: Rupees \_\_\_\_\_ only + Taxes as applicable.

**Notes:**

1. The quoted fee is valid for entire tenure of the ensuing contract. No escalation on payment for this contract will be demanded by us.
2. Payment to be made as per RFP.
3. No payment of incidental expenses in due course for execution of ensuing contract will be demanded by us.

Signature:.....

Name and Designation of the Authorized  
Representative/Signatory:.....

Stamp of the Bidder:.....

Date:.....

Place:.....

**(On the letter Head of the Firm)**

**ANNEXURE V**  
**(Refer Para G.1)**

**DECLARATION**

I \_\_\_\_\_, son/daughter of Shri \_\_\_\_\_, working as \_\_\_\_\_ in \_\_\_\_\_ (name of the Firm and address in full), hereby solemnly affirm and declare that I have been authorized by the firm to sign the Financial Bid. I, hereby declare and certify, on behalf of the firm, that we have accepted all the terms & conditions mentioned in this RFP and we shall abide by all the terms & conditions of the RFP in the event of acceptance of my/our Bid.

I further declare that M/s. \_\_\_\_\_ (Name of the Firm)/ any of its partners/relatives/employees/representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with ECGC Ltd. / ECGC Ltd. Officials. I also declare that I/we do not possess any place of profit in ECGC Ltd. I declare that our firm is/was not prohibited/debarred/blacklisted by any regulating authority/agency including IRDAI, RBI, SEBI, ICAI, CAG, IAI, ICSI, NCLT etc.

I also declare that all the information submitted by me/us is true and correct to the best of my knowledge. I/We have no objection if enquiries are made about my work/clients listed by me/us.

Signature of Authorised Person of the Bidder  
With Seal & Stamp

Name:

Designation:

Place:

Date:



**DRAFT AGREEMENT**

**(To be submitted by successful bidder after issue of Letter of Appointment)**

The CONTRACT(hereinafter together with..... appendices attached hereto called the Contract) is made on this..... Day of.....2019 between ECGC Ltd., a Company incorporated under the Companies Act, 1956 having Registered Office at 10<sup>th</sup> Floor, Express Towers, Nariman Point, Mumbai 400021, hereinafter called ECGC, which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors, authorized agents, representatives and permitted assigns (on the one part) and M/s ..... (hereinafter called the firm/audit firm) having their registered office at..... which expression shall unless it be repugnant to the context or meaning thereof, mean and include their respective heirs, successors, executors, administrators and permitted assigns on the other part (Notwithstanding such association, the Firm will be represented hereunder at all times by .....which will retain full and undivided responsibility for the performance of the obligations hereunder and for satisfactory completion of the Secretarial Audit services to be performed hereunder).

**RECITALS**

WHEREAS the ECGC has requested for the conduct of Secretarial Audit of ECGC through a RFP.

AND WHEREAS the Firm has proposed to provide the services in accordance with the Scope of Audit and all Conditions set forth in this contract.

AND WHEREAS the ECGC has accepted the proposal of the Audit firm according to the evaluation terms and all conditions of RFP.

**NOW THIS AGREEMENT WITNESSETH as follows:**

The following documents shall be deemed to form and be read and construed as part of this Contract viz.

- a) The RFP Document for Appointment of firm for conduct of Secretarial Audit of ECGC for FY 2018-19.

b) All amendments to the RFP Document for Appointment of firm for conduct of Secretarial Audit of ECGC prior to submission of bids, queries of bidders, if any.

c) Appointment letter issued by the ECGC vide letter No..... dated.....and all correspondence exchanged between the ECGC and the Audit firm up to the date of appointment letter as specifically referred to in the said Appointment letter.

In consideration of the payment to be made by ECGC to the firm as hereinafter mentioned the firm hereby covenants with ECGC to execute and complete the works in conformity in all respects with the provisions of the contract. ECGC hereby covenants to pay the firm in consideration of the completion of the works the counterpart charges in the manner prescribed in RFP.

#### **DEFINITIONS:**

**The Contract** means the agreement entered into between ECGC and the firm, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**The Contract Price** means the price payable to the firm under the Contract for the full and proper performance of its contractual obligations.

**DURATION/ PERIOD OF CONTRACT** means the period for which the firm has been engaged by ECGC i.e. from the date of issue of appointment letter till the date of satisfactory submission of final audit report.

#### **CONFIDENTIALITY**

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information at all the times. The Audit firm has also to agree:

1. To maintain and use the Information only for the purpose of the Contract/Agreement and in the manner permitted by ECGC ;
2. To only make copies as specifically authorized with prior written consent of ECGC and with the same confidential or proprietary notices as may be printed or displayed on the original;
3. To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the

Information disclosed to them in accordance with this Clause and to treat all Information as Confidential Information.

### **INDEMNITY**

The Firm shall indemnify ECGC and keep indemnified for any loss or damage, cost or consequences that ECGC may sustain, suffer or incur on account of violation/noncompliance of any statutory requirements in conducting of Secretarial Audit. The Audit firm shall always remain liable to ECGC for any losses suffered by ECGC due to any negligence or fault on the part of the Firm, and the Firm also shall indemnify ECGC for the same.

The Firm is responsible and accountable for managing the activities of its personnel. The Firm shall be vicariously liable for any acts, deeds or things done by their employees which is outside the scope of work or authority vested or instructions issued by ECGC.

ECGC reserves its right to cancel the Contract in the event of delay in the performance of its obligations and may impose liquidated damages for the delay. Due to such delay, any penalties imposed either pecuniary or otherwise on ECGC, would be borne by the Firm in monetary terms.

### **FORCE MAJEURE**

Any failure or delay by selected Bidder or ECGC in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, is not a default or a ground for termination. The affected party shall notify the other party within reasonable time period of the occurrence of a Force Majeure Event.

### **TERMINATION OF CONTRACT**

ECGC reserves the right to cancel the contract placed on the Firm and recover expenditure incurred by ECGC under the following circumstances:

1. The Firm commits a breach of any of the terms and conditions of the bid.
2. The Firm goes into liquidation, voluntarily or otherwise.
3. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.

4. If the Firm fails to complete the assignment as per the time lines prescribed in the Tender and the extension allowed, if any, it will be treated as breach of contract. ECGC reserves its right to cancel the order in the event of delay and may impose liquidated damages for the delay. Due to such delay, any penalties imposed either pecuniary or otherwise on ECGC, would be borne by the Firm in monetary terms.
5. In case the Firm fails to deliver the services as stipulated, ECGC reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the Firm.
6. After award of the contract, if the Firm does not perform satisfactorily or delays execution of the contract, ECGC reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the Firm is bound to make good the additional expenditure, which ECGC may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
7. ECGC reserves the right to recover any dues payable by the Firm from any amount outstanding to the credit of the Firm, including but not restricted to, pending bills.

#### **CONSEQUENCES OF TERMINATION**

- a) In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], ECGC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Audit Firm shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the Firm in relation to the execution/continued execution of the scope of the Contract.
- b) In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by ECGC, the Firm herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as ECGC may specify, enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period.
- c) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or

by implication intended to come into or continue in force on or after such termination.

## **DISPUTE RESOLUTION MECHANISM**

a) The parties shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with this Agreement within 30 days of a written intimation regarding the dispute being given by either party to the other.

b) If, after Thirty (30) days from the commencement of such direct informal negotiations, the parties have been unable to resolve amicably such dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in clauses (c) and (d).

c) Parties shall agree upon and appoint a single Arbitrator within fifteen days of one receiving a written demand from the other for Arbitration. Upon such appointment the arbitral tribunal shall be constituted and shall consist of a sole arbitrator.

d) In the event that the parties fail to appoint a single Arbitrator within fifteen days of the written demand, the Claimant (the party requesting Arbitration) shall appoint his Arbitrator within seven days thereafter and give written notice thereof to the Respondent (the other party). Within seven days of receiving such notice the Respondent shall appoint his Arbitrator and give written notice thereof to the Claimant. Within seven days of the appointment of the Arbitrator by the Respondent, the two appointed arbitrators shall then appoint a third arbitrator to act as a Presiding Officer. The Tribunal shall be constituted upon the appointment of the third arbitrator and upon such appointment the three together shall constitute the arbitral tribunal.

e) In the event that the Respondent fails to appoint his Arbitrator or the two appointed arbitrators fails to appoint a third arbitrator to act as a Presiding Officer, in the manner aforesaid, the Claimant or the Respondent as the case may be, may apply to the High Court of Mumbai, India and the appointment shall thereupon be made by the Chief Justice of that court. At any time, prior to such appointment by the Chief Justice of the High Court of Mumbai, the Respondent or the arbitrators in default as the case may be, may make such appointment.

f) The parties shall submit their respective cases to the Tribunal within fifteen days of the constitution of the Tribunal or within such extended period as the Tribunal may grant. The Tribunal shall give its award in writing within 30 days

from the submission of the cases to it. The Tribunal shall decide by majority. The decision rendered by a majority of the arbitrators shall be final and binding on the parties who consent to carry out the same. Such decision shall be a condition precedent to any right of legal action arising out of the arbitrated dispute that any parties may have against the other. The Tribunal is not to be bound by any strict rules of procedure or evidence. It shall have the power to fix all procedural rules for the holding of the Arbitration including discretionary power to make orders as to any matters which it may consider proper in the circumstances of the case with regard to pleadings, discovery, inspection of documents, examination of witnesses and any other matter whatsoever relating to the conduct of the Arbitration and may receive and act upon such evidence whether oral or written strictly admissible or not as it shall in its discretion think fit. The Tribunal may in its sole discretion make such orders and directions as it considers necessary for the final determination of the matters in dispute. The Tribunal shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions.

g) All costs of the arbitration shall be determined by the Arbitral Tribunal which may, taking into account the law and practice of the place of arbitration, direct to and by whom and in what manner they shall be paid.

h) The Arbitration and Conciliation Act 1996, the rules thereunder and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.

i) The venue of arbitration shall be Mumbai, India.

j) ECGC may terminate this Agreement, by giving a written notice of termination of minimum Thirty (30) days, to the firm, if the firm fails to comply with any decision reached consequent upon arbitration proceedings pursuant to Clause (c) above.

**Continuance of this Agreement:** Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Audit to ensure continuity of operations.

#### **JURISDICTION**

The courts of India at Mumbai have exclusive jurisdiction to determine any proceeding in relation to this Agreement.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

**Binding Signature of  
ECCG Limited**

**Binding Signature of  
Audit Firm**

**Witness**

**Witness**

**1.**

**1.**

**2.**

**2.**

**SECTION 204 OF THE COMPANIES ACT 2013**

**Secretarial Audit for Bigger Companies**

**204.** (1) Every listed company and a company belonging to other class of companies as may be prescribed shall annex with its Board's report made in terms of sub-section (3) of section 134, a secretarial audit report, given by a company secretary in practice, in such form as may be prescribed.

(2) It shall be the duty of the company to give all assistance and facilities to the company secretary in practice, for auditing the secretarial and related records of the company.

(3) The Board of Directors, in their report made in terms of sub-section (3) of section 134, shall explain in full any qualification or observation or other remarks made by the company secretary in practice in his report under sub-section (1).

(4) If a company or any officer of the company or the company secretary in practice, contravenes the provisions of this section, the company, every officer of the company or the company secretary in practice, who is in default, shall be punishable with fine which shall not be less than one lakh rupees but which may extend to five lakh rupees



**(SECRETARIAL AUDIT REPORT)**

**Form No. MR-3**

**SECRETARIAL AUDIT REPORT**

FOR THE FINANCIAL YEAR ENDED ... ..

*[Pursuant to section 204(1) of the Companies Act, 2013 and*

*Rule No.9 of the Companies (Appointment and Remuneration Personnel) Rules,  
2014]*

**SECRETARIAL AUDIT REPORT**

FOR THE FINANCIAL YEAR ENDED ... ..

To,  
The Members,  
..... Limited

I/We have conducted the Secretarial Audit of the compliance of applicable statutory provisions and the adherence to good corporate practices by...(name of the company) (hereinafter called the company). Secretarial Audit was conducted in a manner that provided me/us a reasonable basis for evaluating the corporate conducts/statutory compliances and expressing my opinion thereon.

Based on my/our verification of the.....(name of the company's) books, papers, minute books, forms and returns filed and other records maintained by the Company and also the information provided by the Company, its officers, agents and authorized representatives during the conduct of Secretarial Audit, I/We hereby report that in my/our opinion, the Company has, during the audit period covering the financial year ended on \_\_\_\_\_, \_\_\_\_\_ complied with the statutory provisions listed hereunder and also that the Company has proper Board-processes and compliance-mechanism in place to the extent, in the manner and subject to the reporting made hereinafter:

I/we have examined the books, papers, minute books, forms and returns filed and other records maintained by \_\_\_\_\_ ("the Company") for the financial year ended on \_\_, \_\_\_\_\_ according to the provisions of:

- (i) The Companies Act, 2013 (the Act) and the rules made thereunder;
- (ii) The Securities Contracts (Regulation) Act, 1956 ('SCRA') and the rules made thereunder;
- (iii) The Depositories Act, 1996 and the Regulations and Bye-laws framed thereunder;
- (iv) Foreign Exchange Management Act, 1999 and the rules and regulations made thereunder to the extent of Foreign Direct Investment, Overseas Direct Investment and External Commercial Borrowings;
- (v) The Securities and Exchange Board of India (SEBI) Act, 1992 and the rules made thereunder to the extent applicable to the Company;
- (vi) Insurance Act, 1938, Insurance (Amendment) Act, 2015 and the rules made thereunder;
- (vii) IRDA Act, 1999 and guidelines promulgated thereunder
- (viii) Department of Public Enterprises Guidelines, 2010
- (ix) Memorandum of Understanding (MOU) with Administrative Ministry

..... (mention the other laws as may be applicable specifically to the Company).

I/we have also examined compliance with the applicable clauses of the following:

- (i) Secretarial Standards issued by The Institute of Company Secretaries of India.
- (ii) The Listing Agreements entered into by the Company with Stock Exchange(s), if applicable;

During the period under review the Company has complied with the provisions of the Act, Rules, Regulations, Guidelines, Standards, etc. mentioned above subject to the following observations:

*Note: Please report specific non-compliances/observations/audit qualification, reservation or adverse remarks in respect of the above para wise.*

**I/we further report that**

The Board of Directors of the Company is duly constituted with proper balance of Executive Directors, Non-Executive Directors and Independent Directors. The changes in the composition of the Board of Directors that took place during the period under review were carried out in compliance with the provisions of the Act.

Adequate notice is given to all Directors to schedule the Board Meetings, agenda and detailed notes on agenda were sent at least seven days in advance, and a

system exists for seeking and obtaining further information and clarifications on the agenda items before the meeting and for meaningful participation at the meeting.

Majority decision is carried through while the dissenting members' views are captured and recorded as part of the minutes.

**I/we further report** that there are adequate systems and processes in the Company commensurate with the size and operations of the Company to monitor and ensure compliance with applicable laws, rules, regulations and guidelines.

*Note: Please report specific observations / qualification, reservation or adverse remarks in respect of the Board Structures/system and processes relating to the Audit period.*

**I/we further report that** during the audit period the Company has \_\_\_\_\_  
(Give details of specific events / actions having a major bearing on the Company's affairs in pursuance of the above referred laws, rules, regulations, guidelines, standards, etc. referred to above).

For example:

- (i) Public/Right/Preferential issue of shares/Bonus Shares / debentures/sweat equity, etc.
- (ii) Redemption / buy-back of securities
- (iii) Major decisions taken by the Members in pursuance to Section 180 of the Companies Act, 2013
- (iv) Merger / amalgamation / reconstruction, etc.
- (v) Foreign technical collaborations

Place:

Signature:

Date :

Name of Company Secretary in practice / Firm:

ACS/FCS No.

C P No.:

*Note : Parawise details of the Audit finding, if necessary, may be placed as annexure to the report.*

**Non-Disclosure Agreement Format**

This Confidentiality and Non-Disclosure Agreement is made on the.....day of....., 2019 BETWEEN \_\_\_\_\_ (Name of the Bidder), (hereinafter to be referred to as “BIDDER” which expression shall, unless repugnant to the subject or the context thereof, includes its heirs, successors, nominees or assignees, a firm/company incorporated under the Companies Act, 1956/2013 and having its principal office at .....(address) of the one part.

AND ECGC LIMITED (hereinafter to be referred to as “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 10<sup>th</sup> Floor, Express Towers, Nariman Point, Mumbai - 400021 (address) of the other part 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 recognise 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, 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, Actuaries, Solicitors, Barristers, Attorneys, Chartered Accountants, Company Secretaries, Doctors, Auditors, 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 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 acknowledgement 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 Company Secretariat Department in the Company’s Head Office at Mumbai by Registered Post with Acknowledgement Due & email.

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

For (Audit Firm)

By : \_\_\_\_\_

Name : \_\_\_\_\_

Title : \_\_\_\_\_

In the presence of

Witness : 1\_\_\_\_\_

Witness: 2\_\_\_\_\_

For (ECGC Limited)

By : \_\_\_\_\_

Name : \_\_\_\_\_

Title : \_\_\_\_\_

In the presence of

Witness : 1\_\_\_\_\_

Witness: 2\_\_\_\_\_