



(A Government of India Enterprise)

You focus on exports. We cover the risks.

**REQUEST FOR EXPRESSION OF INTEREST
(EOI ENQUIRY)**

FOR

**Empanelment of CERT-In Empaneled auditor(s) for Conducting Various Cyber
Security related activities for a period of Two (2) years**

Ref: ECGC/EOI-02/RMD/07/2026-27

Date: 25-08-2026

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 Expression of Interest ('EOI') Document, (hereinafter also referred to as 'the EOI Document') ECGC Limited (hereinafter referred to as 'ECGC'), a company wholly owned by Government of India and set up in 1957, intends to engage CERT-In empanelled organisations for Conducting various Cyber Security related activities for two years from the date of issuance of work order as per scope of work defined in Annexure – I of this EOI.

The Company hereby invites responses from eligible and experienced CERT-In empaneled organizations for the Empanelment with ECGC.

This EOI has been issued solely for the purpose of identifying and empaneling qualified audit organization. Company will share the detailed scope of work with the empaneled firms/organizations. Based on the scope, commercial proposals will be invited, and the selected bidder will be assigned the specific audit engagement. It is to be understood that the Technical Evaluation and presentations are part of the EOI process. Floating of RFT will happen in GeM portal only after the completion of EOI process. The shortlisting of vendor will be on L1 basis through RFT. The auditor will be appointed for the two years from the date of issuance of work order. ECGC reserves the right to determine the nature and extent of audit assignments to be offered under this empanelment. It is not obligated to allocate all audit scopes exclusively to empaneled firm. Interested and eligible firms/organizations are encouraged to submit their responses in accordance with the terms outlined in this EOI.

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

Please note that all the required information as sought in the EOI Document shall be provided by the bidders. Incomplete information may lead to rejection of the Bid/proposal. ECGC reserves the right to change the dates mentioned in this EOI Document, which will be communicated to the Bidder(s), and shall be posted on ECGC's website and CPPP. The information provided by the Bidder(s) in response to this EOI Document will become the property of ECGC and will not be returned. ECGC

reserves the right to amend, rescind or reissue this EOI Document and all subsequent amendments, if any to this EOI Document. Amendments or changes shall be communicated directly and/or displayed at ECGC's website and CPPP.

1.2. Schedule of events

Eoi No.	ECGC/EOI-02/RMD/07/2026-27
EOI Document Availability	The EOI Document will be published on the website of ECGC and CPPP.
Start Date of Eoi Submission	26/08/2026
Last date of submission of Eoi	16/09/2026
Last Date for submission of Pre-bid Queries (if any)	07/09/2026
Opening of EOI	17/09/2026
Presentation of the solution by eligible bidders	18/09/2026
Final Technical scoring and issue of RFT	21/09/2026
Contact Details: DGM(RMD) – Mr. Rajesh S Joshi	
Address for Communication and submission of Bid/proposal.	DGM(RMD), ECGC Ltd., 3 rd Floor, ECGC Bhavan, CTS No. 393, M.V. Road, Andheri (East), Mumbai – 400069
Telephone	022-66590581
All correspondence / queries relating to this EOI Document should be sent to / through 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 EOI 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 EOI document and all other terms and conditions subject to which such information is provided.

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

This EOI 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 EOI 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/proposals 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.

ECGC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information or withdraw this EOI 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 EOI Document, and if there

appears to be any ambiguity or discrepancy between any terms of the EOI Document, they should immediately refer the matter to ECGC for clarifications.

- 3.1.2** The Bidder, for the purpose of making the Bid/proposal, shall complete in all respects, the form(s) annexed to the EOI Document, 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/Proposal shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, it shall be signed by the officers duly authorized by the body corporate with its common seal duly affixed.
- 3.1.4** The Bid/proposal 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 Bidder, irrespective of its participation in the bidding process, or its outcome shall treat the details of the documents as privileged, secret and confidential.
- 3.1.6** ECGC also reserves the right to re-issue the EOI Document, or cancel the entire EOI process without assigning any reason(s).
- 3.1.7** The Bidder should ensure that there are no cuttings, over-writings, and illegible or undecipherable figures to indicate their Bid. 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. All such Bids may be disqualified on this ground alone. The decision of ECGC shall be final and binding on the Bidder.
- 3.1.8** Each Bidder can submit only one Bid. The bids once submitted cannot be modified or altered.
- 3.1.9** Bids not confirming to the requirement of the EOI will not be considered by ECGC. However, ECGC reserves the right at any time to waive any of the requirements of the EOI.
- 3.1.10** Bids must be received by ECGC at the address specified, no later than the date & time specified in the "Schedule of Events."
- 3.1.11** ECGC is not responsible for non-receipt of bids within the specified date due to any reason including postal delays or holidays.

- 3.1.12** Any Bid received after the deadline for submission of Bids prescribed, will be rejected and subsequently destroyed. No Bids shall be returned.
- 3.1.13** ECGC may, at its discretion, extend the deadline for submission of Bids/proposals by amending the appropriate terms and conditions in the EOI 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.
- 3.1.14** The Bidders will be required to produce the original copies of the eligibility criteria documents along with other documents mentioned in the EOI whenever needed at the various stages of EOI. In case any discrepancy noticed in the submitted documents with reference to the original documents, the bid will be treated as invalid. The bid is liable to be disqualified in the following cases including but not limited to:
- i. Bid not submitted in accordance with EOI;
 - ii. Bid received in incomplete format;
 - iii. Bid is not accompanied by all requisite documents;
 - iv. Bid is received after the prescribed last date;
- 3.1.15** Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its Bid/Proposal and the EOI process and ECGC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
- 3.1.16** 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 EOI Document.
- 3.1.17** Any effort by a Bidder to influence ECGC in its decisions on Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid and such Bidder shall be barred from any future EOIs / contracts / business with ECGC.

3.2. Scope of Work

The detailed Scope of Work and technical criteria is defined in Annexure – 1 of this EOI.

3.3. Language of Bid

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

3.4. Queries:

All the queries shall be communicated only through 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 EOI.

ECGC will not be liable to accept or provide any explanation towards any doubt/ concerns received beyond the deadline for pre-bid queries of EOI document.

3.5. Bidding process

3.6.1 The interested bidders should submit their bid in a sealed NON-WINDOW envelope superscripted with “Empanelment of CERT-In Empaneled auditor(s) for Conducting Various Cyber Security related activities for a period of Two (2) years from the date of issuance of work order” on or before the last date of submission of bids/proposal.

3.6.2 The Bid/proposal 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 the following

- a) All the below annexures and documents mentioned therein to be submitted:
 - (i) Annexure2- Bidder’s eligibility criteria
 - (ii) Annexure3-Technical evaluation criteria
 - (iii) Annexure5-Acknowledgement
 - (iv) Annexure6- Integrity Pact
 - (v) Annexure7-Non-Disclosure Agreement

3.6.3 Sealed envelope shall be titled as “Empanelment of CERT-In Empaneled auditor(s) for Conducting Various Cyber Security related activities for a

period of Two (2) years”. Envelope 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. Any such bid, if received, will be rejected.

3.6. Period of Validity of Bids

3.7.1 Bids/proposal submitted shall remain valid for a period of 90 days from the date of opening of the EOI. Bidder shall not be entitled during this period to revoke or vary the content 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 EOIs who revoke or vary the content of Bid or any of its term after the submission of Bid.

3.7.2 In exceptional circumstances, ECGC may solicit the Bidder’s consent to an extension of the period of validity of the Bid/proposal 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 EOIs or any debarment.

3.7. Opening and Evaluation of Bids

3.8.1 ECGC reserves the right to open the Bids/Proposals 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.

3.8.2 Prior to the detailed evaluation, ECGC will determine the responsiveness of each Bid/Proposal to the EOI Document. For purposes of these clauses, a responsive

Bid is one, which conforms to all the terms and conditions of the EOI Document without any deviations.

- 3.8.3 Only those Bids/Proposals which have been found to be in conformity with the terms and conditions of EOI during the preliminary evaluation would be taken up by ECGC for further detailed evaluation.
- 3.8.4 After evaluation of the eligibility criteria, all bidders found eligible will be required to make a focused presentation to ECGC on the approach for Conducting Various Cyber Security related activities for a period of Two (2) years from the date of issuance of work order. The Bidder shall bear all costs associated with submission of EOI, presentation and Proof of Concept (POC) of underlying technology desired by ECGC. Reference may be drawn from Table P-1 annexed with Annexure 2 of the EOI document.
- 3.8.5 EOI shall be evaluated based on:
- a) Fulfilment of eligibility criteria
 - b) Relevant experience in security and compliance audits
 - c) Technical capability and certifications
- 3.8.6 Basis the outcome of the evaluation, Bidders will be informed about shortlisting of their EOIs or otherwise. However, Bidders will not be provided with information about comparative position of their EOIs with that of others.
- 3.8.7 Financial Bids/quotes are not required to be submitted at the time of EOI submission.
- 3.8.8 Preference shall be given to Mumbai-based CERT-In empanelled audit firms. However, audit firms based outside Mumbai may also participate in the bidding process, provided they submit an undertaking confirming the availability of a competent audit team on-site in Mumbai throughout the engagement, as and when required. Further, such firms shall ensure the availability of their team for any emergency activities, meetings, discussions, or support requirements within one week's notice from the date of intimation by the Company. Failure to meet this requirement may be considered a breach of the contractual obligations.

Section – 4

Annexure – 1: Scope of Work

The Scope of work shall include but not limited to:

- 1.Vulnerability Assessment and Penetration Testing IT Infrastructure.
2. Web Application Vulnerability Assessment and Penetration Testing.
3. Vulnerability Assessment and Penetration Testing of Mobile Applications (iOS, Android)
4. API Vulnerability Assessment and Penetration Testing.
5. Database Security Assessment for Public Facing Applications.
6. Secure Configuration Review.
7. Regulatory Or Third Party Mandated VAPT Assessments.
8. AI security testing & AI-assisted VAPT capability
- 9.Planned Red Teaming Activity as per the calendar shared by the Company.

Quarter wise tentative Plan during the year

Q1	VAPT of External IT assets exposed to internet
Q2	VAPT of External/Internal IT assets exposed to internet and any ad hoc requirement related to VAPT of the application, DB assessment, Configuration review of security controls hardening check etc.
Q3	Red Teaming Activity including all sort of use case like malware deployment, simulation exercise, ransomware readiness/DR readiness, Dark Web monitoring etc.
Q4	VAPT of External/Internal IT assets exposed to internet and any adhoc requirement related to VAPT of the application

Annexure 2 – Bidder's Eligibility Criteria

Specification	Complied (Yes/No)	Supporting Documents Required
The Bidder should be a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 or Company in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013 and should have been in operation in India for last five years as on EOI date.		Copy of Certificate of LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company (OR) Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.
Cert-In empanelled Audit firm		Cert-In empanelment letter
The Bidder must have an average turnover of minimum Rs.50 Lac during last 03 (three) financial year(s) i.e. FY2023-24, FY2024-25 and FY2025-26.		Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/ 3 financial years may be submitted.)
The bidder should have experience in providing VAPT and Red teaming services for at least three clients in BFSI sector Institution in India during last two financial years.		The bidder should submit Satisfactory performance certificate from clients / Contract with client
The Bidder should have in depth knowledge of Regulatory guidelines of		A suitable undertaking/or certificate or declaration by Bidder.

IRDAI Information Security guidelines 2026 and Cert In relevant guidelines.		
The Bidder should have at least one (1) CISA Certified professional and at least three (3) professionals having valid certification of CISM/CEH/OSCP or related certifications with atleast three years of Audit experience.		A suitable undertaking/or certificate or declaration by Bidder.
The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation from the Bidder.
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.		Letter of confirmation from the Bidder.

Annexure-3 Technical Evaluation Criteria

Technical bids will be subjected to following evaluation process. The eligible bidders will be required to give a presentation to ECGC for technical evaluation.

S no.	Criteria Description	Rules for awarding marks	Max. Marks
1.	No. of successfully completed/on-going cyber security assignments for BFSI companies.	For each Completed-5 marks For each on-going- 3 marks	25
2.	The number of CISA/CISM/OSCP/GPEN and related certified resources with prior experience deployed in the project.	No. of professional deployed in the project	10
3.	The bidder should be empaneled by CERT-In as an Information Security Audit Organization at least for last 3 years as on EOI submission date.	1 mark for every completed additional year over and above 3 years	5
4.	Presentation representing proposed implementation plan about the detailed approach/ methodology to be adopted for delivering the project deliverables. It should also cover bidder's past experience & citations. (Maximum duration for presentation - 45 minutes)	Points will be assigned by an internal committee based on the methodology, work plan, team composition and presentations. As per Table P-1	60
Total			100

Bidders who score minimum of 70% marks on the technical evaluation criteria as mentioned above will only be shortlisted for limited tendering process through GeM .

Presentation of proposal:

ECGC will schedule the presentations and intimate the bidders of the date, time and locations. Failure of a bidder to complete a scheduled presentation may result in the rejection of that Bidder's proposal.

Table P-1

Sl. No.	Presentation Agenda	Marks
1	Detailed project implementation plan	20
2	Past experience/client projects	10
3	Deployment of various tools to conduct cyber security activities	20
4	Knowledge of latest regulatory guidelines and Cert-In guidelines.	10
Total		60

Annexure – 4: Query Format

Sr No	Bidder Name	Page No. (EOI Ref)	Clause (EOI Ref)	Description in the EOI (EOI 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: 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 Expression of Interest for “Empanelment of CERT-In Empaneled auditor(s) for Conducting Various Cyber Security related activities for a period of Two (2) years”

1. Having examined the Request for Expression of Interest 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 EOI Document.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this EOI.
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 or 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 EOI Document and all amendments any time during the EOI.
5. We agree that we have no objection with any of the clauses and bidding process of this EOI Document.

.....

Signature of the Authorized Signatory of Company/Firm

(Company/Firm Seal)

Name:

Designation:

Contact No (Mobile):

Email ID:

Annexure – 6

INTEGRITY PACT

Between ECGC Limited hereinafter referred to as "The Principal", and
.....hereinafter referred to as "The Bidder/
Contractor"

PREAMBLE

The Principal intends for to award, under laid down organizational procedures, contract/s for
.....(work)

The principal is a Government Company formed under the Companies Act, 1956, performing its functions as an Insurer. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal will enter into this pre-contract Agreement, with every Contractor/Sub – Contractor/Vendor/Agency/Supplier/Bidder with whom the Principal intends to enter into any contract above the threshold value of Rs. 5,00,000/- (Rupees Five Lakhs only), falling under the scope of the 'ECGC Procurement Guidelines' as amended from time to time and administrative instructions issued thereon.

The Principal will appoint Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Provided that nothing mentioned herein shall apply to contracts of insurance, reinsurance, retrocession entered into as part of the Reinsurance business of the Principal or to agency and other service contracts in relation to the core activities of reinsurance and investment of the Principal.

Provided further that nothing mentioned herein shall apply to any branch, representative, or other offices of the Principal within India or outside India.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer (CVO) and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s) which term shall include Vendor(s)/Agency(ies)/Sub-contractor (s) if any, etc.

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

i. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

ii. The Bidder(s)/ Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

i. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and information contained or transmitted electronically.

- iv. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian the Agents of Foreign Suppliers" shall be disclosed by Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the Payments made to the Indian agent/ representative have to be in Indian Rupees only.
- v. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor/ Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. One (1) IEM has been appointed by the Central Vigilance Commission (CVC). Details of IEM are as follows: a) Shri Uppuluri Krishna Murty, ukmirts86@gmail.com , Door No 31-51-5/84, Greencity, Near Apparels

Export Promotion Park, Vadlapudi Gajuwaka Mandal, SRO - Gajuwaka, Post Office: Special Economic Zone, District: Visakhapatnam, Andhra Pradesh - 530046 (Mob. No. 7045592460 & 7045592461, E-mail: ukmirts86@gmail.com).

3. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman, ECGC Ltd.

4. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor (s)/ Subcontractor(s) with confidentiality.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the Chairman cum Managing Director (CMD) of ECGC Ltd. within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8. If the Monitor has reported to the CMD, ECGC Ltd., a substantiated suspicion of an offence under relevant IPC/ PC Act, and the CMD, ECGC Ltd. has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of ECGC Ltd.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Head Office of the Principal, i.e., Mumbai.

1. Changes and supplements as well as termination notices need to be made in writing.
2. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
4. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place -----

(Office Seal)

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Annexure-7 Non-Disclosure Agreement

This confidentiality and non-disclosure agreement is made on the ____ day of _____

BETWEEN

_____(Bidder), (hereinafter to be referred to as “Bidder”/ “Receiving Party”) which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns a company incorporated under the Companies Act, 1956/ Indian Companies Act, 2013, or a firm registered under LLP Act, 2008/Indian Partnership Act, 1932 and having its principal office at _____

AND

ECGC LIMITED (hereinafter to be called “ECGC”/ “Disclosing Party”) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns having its Registered Office at ECGC Bhawan, CTS No.393,393/1 to 45, M.V Road, Andheri East, Mumbai – 400069, Maharashtra on the following terms and conditions: WHEREAS, the Parties have expressed their interest in a possible business relationship with respect to ‘Business Purpose as defined in clause 1 (c), where Disclosing Party may have to disclose Confidential Information as defined in clause 1 (a) & (b) to the Receiving Party in order to enable the Receiving Party to evaluate or perform such ‘Business Purpose’. They further acknowledge that such confidential information, is 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 the Disclosing Party to the Receiving 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 (“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 Receiving Party by the Disclosing Party.

1. Definitions

(a) CONFIDENTIAL INFORMATION means all the information including but not limited to 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 personal data, trade secrets, know-how, processes, plans, software programs, business methods, customer/exporters lists, contacts, financial information, sales and marketing plans techniques, contracts, business plans, business affairs, operations, strategies, employees, subcontractors, the contents of any and all agreements, proforma invoice, purchase order, subscription lists, photo files, advertising materials, documents, 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, Auditors, Surveyors, Loss Assessors, Investigators, Forensic experts, Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Bhartiya Sakshya Adhiniyam, legal notices sent and received, Claim files, Policy Files, Insurance policies, their rates, advantages, terms, conditions, exclusions, charges, correspondence from and with clients/ customers/exporters 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 Disclosing Party.

However, in addition, without limitation, 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 mean including without limitation, documents, models 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.

(c). 'Business Purpose' Conducting various Cyber Security related activities for two years from the date of issuance of work order.

2. Covenant Not To Disclose

(i) The Receiving Party shall use the Disclosing Party's Confidential Information solely for the 'Business Purpose' as defined above under 1(c). 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, 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.

(ii) In this regard, prior to disclosing any Confidential Information to such person/s, the Receiving Party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. The Receiving Party shall use the same degree of care in safeguarding the Confidential Information as it uses or would use in safeguarding its own Confidential Information, and shall take all steps necessary to protect the Confidential Information from any unauthorized or inadvertent use. In no event shall the Receiving Party take all reasonable measures that are lesser than the measures it uses for its own information of similar type. The Receiving Party and its Representatives will immediately notify the Disclosing Party of any use or disclosure of the Confidential Information that is not authorized by this Agreement. In particular, the Receiving Party will immediately give notice in writing to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and agrees to assist the Disclosing Party in remedying such unauthorized use or disclosure of the Confidential Information.

(iii) 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) the Confidential Information of the Disclosing Party is required to be disclosed to a Government agency, is the subject of legal proceeding 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 efforts to secure an appropriate protective order prior to such disclosure.

(d) is disclosed with the prior consent or was duly authorized in writing by the Disclosing Party.

(e) was independently developed by the Receiving Party without any reliance on the Confidential Information.

3. Return of the Materials

Upon the Disclosing Party's request/ completion of term of Business Purpose (whichever is earlier), 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 erased and destroyed completely.

4. Ownership of Confidential Information

- i. The Disclosing Party shall be deemed to be the owner of all Confidential Information disclosed by it or its officials 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 the 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.
- ii. 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.
- iii. 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

- i. The Receiving Party agrees and acknowledges that Confidential Information is owned solely by the Disclosing Party 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.

- ii. 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 the 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.
- iii. 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 under Indian Laws.

6. Term of the Agreement

This Agreement shall be effective on the first date of issuance of work order 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.

7. Governing Law & Jurisdiction

This Agreement shall be governed by and construed with solely in accordance with the laws of India in every particular, including formation and interpretation without regard to its conflict of laws 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. Waiver

No term or provision hereof will be considered waived by either party and no breach excused by the Receiving Party, unless such waiver or consent is in writing and signed by both the

Parties. 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.

9. 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.

10. Data and information security

Each Party shall endeavour to comply with applicable provisions of the Digital Personal Data Protection Act, 2023 while discharging their obligations under this agreement. ECGC shall have the right to conduct cybersecurity audits of the bidder's systems, processes, and controls as they pertain to the services provided under this Agreement. These audits aim to ensure the security, confidentiality, and integrity of the data and systems involved in the performance of this Agreement.

13. Notices

All notices are duly served if served by either party in writing (registered post and/or email) as herein below;

ECGC Ltd.: For letter- Through post
Deputy General Manager,
RMD
ECGC Limited
3rd floor, ECGC Bhawan,
CTS No 393 M V Road Andheri (East) Mumbai 400069
For email: rmd@ecgc.in

(Name and Address of the bidder)

For email; (email id of the bidders)

Such notice will be treated as having been received upon actual receipt.

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

a) SIGNED SEALED & DELIVERED BY THE WITHIN NAMED ECGC Ltd.

In the presence of

Witness : 1 _____

Witness: 2 _____

b) SIGNED SEALED & DELIVERED BY THE WITHIN NAMED BIDDER

In the presence of

Witness : 1 _____

Witness: 2 _____

Designation: