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**REQUEST FOR TENDER**



**For Appointment of the Chartered Accountant Firms for  
Concurrent Audit of Investment Transactions**

**Ref: ECGC/Tender- INV/01/2021-22**

**Date:**

**ECGC LIMITED**

**5<sup>th</sup> Floor, Nirmal Building, Nariman Point, Mumbai - 400021**

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## Section - 1

### 1. Introduction

#### 1.1. Invitation to Bidders

By way of this Request for Tender ('RFT') Document, (hereinafter also referred to as 'the Bid Document' or 'the Tender Document') **ECGC Limited** (hereinafter referred to as 'ECGC'), a Company wholly owned by Government of India and set up in and set up in 1957, invites competitive Bids from the Chartered Accountant Firms from Mumbai (**the Bidder(s)**) for 'Appointment of the Chartered Accountant Firms for "**Quarterly Concurrent Audit of Investment Transactions**" as per the circulars issued by IRDAI from time to time and as per the procedure laid down in the "Technical Guidelines on Internal/Concurrent Audit of Investment Functions of Insurance Companies issued by ICAI (in consultation with IRDA) and additional scope / guidelines as amended from time to time by IRDAI / ICAI.

The "Technical and Commercial Bids" along with other documents would be received by the Company from the bidders in physical form.

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

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

## 1.2. Schedule of events

RFT Document Availability	The RFT Document will be published on the website of ECGC.
Last date of submission of Bids	03 -05 -2022, 17:30 hrs
Pre-bid Queries (if any)	13-04-2022 - 19-04-2022
Opening of Technical Bids	04-05-2022
Opening of Financial Bids after technical evaluation	05-05-2022
<b>Contact Details:</b> DGM & Chief Investment Officer (CIO): 022-66590736(D)/+91-9967692221 AGM : 022-66590791 / 9819925655 Senior Manager : 022 -66590734/711(Board Line)	
Address for Communication and submission of Bid.	Chief Investment Officer ECGC Limited, Nirmal Building, 5 <sup>th</sup> Floor , Nariman Point, Mumbai – 400 021
Telephone	022-66590736
All correspondence / queries relating to this RFT Document should be sent to / through following email ID only	<a href="mailto:investment@ecgc.in">investment@ecgc.in</a>

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

## Section - 2

### 2. Disclaimer

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

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

This RFT Document does not claim to contain all the information each Bidder may require. ECGC shall incur no liability under any law, statute, rules or regulations as to accuracy, reliability or completeness of this document. ECGC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFT Document.

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

## Section - 3

### 3. Instructions for Bidder(s)

#### 3.1. General Instructions

- 3.1.1** Before bidding, the Bidder(s) are requested to visit the ECGC website <https://www.ecgc.in> and also carefully examine the Tender Document and the General Terms and Conditions of the Contract (TCC) contained therein, and if there appears to be any ambiguity or discrepancy between any terms of the Tender Document and the Contract, they should immediately refer the matter to ECGC for clarifications.
- 3.1.2** Interested practicing Chartered Accountants' firms fulfilling the norms as outlined in Annexure – “9” may send their Technical and Financial bids separately in two separate envelopes super scribed as **‘Investment Concurrent Audit - Technical Bids’** and **‘Investment Concurrent Audit -Commercial Bids’**
- 3.1.3** The Bidder, for the purpose of making the Bid, shall complete in all respects, the form(s) annexed to the Tender Document, quote the prices and furnish the information/ documents, called for therein, and shall sign and put date on each of the forms/documents in the space provided therein for the purpose. The Bidder shall affix its initial on each page of the Bidding Documents.
- 3.1.4** The Bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested along with the seal of the Company.
- 3.1.5** The Bid shall contain the address, Tel. No., Fax No. and e-mail id of the Bidder, for the purposes of serving notices required to be given to the Bidder in connection with the Bid.
- 3.1.6** The Bid form and the documents attached to it shall not be detached from one another and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the forms or documents attached thereto. Any alterations or changes to the entries in the attached documents shall only be made by a separate covering letter otherwise it shall not be entertained for the Bidding process.
- 3.1.7** The Bidder, irrespective of its participation in the bidding process, shall treat the details of the documents as privileged, secret and confidential.

- 3.1.8** ECGC does not bind itself to accept the lowest of any Bid or any other bid received and shall have the right to reject any Bid without assigning any reason whatsoever. ECGC also reserves the right to re-issue the Tender Document.
- 3.1.9** The Bidder should ensure that there are no cuttings, over-writings, and illegible or undecipherable figures to indicate their Bid. All such Bids may be disqualified on this ground alone. The decision of ECGC shall be final and binding on the Bidder. The Bidder should ensure that ambiguous or unquantifiable costs/ amounts are not included in the Bid, which would disqualify the Bid.
- 3.1.10** Each Bidder can submit only one Technical and Commercial Bid each.
- 3.1.11** The Bidder should commit to provide the resources desired by ECGC for the entire duration of the engagement, at the agreed cost and terms and conditions.
- 3.1.12** Partial Bids will not be accepted and shall stand rejected. Bidder(s) shall have to quote for the entire scope of work.
- 3.1.13** All rates and total amount should be written both in figures and in words and if there is any discrepancy between the two, the lowest amount will only be accepted.
- 3.1.14** No questions or items in the annexures shall be left blank or unanswered. Where you have no details or answers to be provided a 'No' or 'Nil' or 'Not Applicable' statement shall be made as appropriate. Forms with blank columns or unsigned forms will be summarily rejected.
- 3.1.15** Bids not confirming to the requirement of the RFT may not be considered by ECGC. However, ECGC reserves the right at any time to waive any of the requirements of the RFT.
- 3.1.16** Bids must be received by ECGC at the address specified above in "Schedule of Events", no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.
- 3.1.17** ECGC is not responsible for non-receipt of bids within the specified date due to any reason including postal delays or holidays.
- 3.1.18** Any Bid received after the deadline for submission of Bids prescribed, will be rejected and subsequently destroyed. No Bids shall be returned.

- 3.1.19** ECGC may, at its discretion, extend the deadline for submission of Bids by amending the appropriate terms and conditions in the Bid Document, in which case, all rights and obligations of ECGC and Bidders previously subject to the deadline will thereafter be subject to the extended deadline, which would also be advised to all the interested Bidders on ECGC's website.
- 3.1.20** ECGC reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidder(s). All decisions taken by ECGC are binding and final.
- 3.1.21** ECGC reserves the right to verify the validity of bid information and reject any bid, where the contents are found incorrect whether partially or fully, at the time during the process of RFT or even after the award of the contract.
- 3.1.22** The bid is liable to be disqualified in the following cases:
- i. Bid not submitted in accordance with RFT and prescribed format;
  - ii. Bid received in incomplete format;
  - iii. Bid is not accompanied by all requisite documents;
  - iv. Bid is received after the due date;
- 3.1.23** The bids once submitted cannot be modified or altered.
- 3.1.24** The Bidder shall bear all costs associated with the preparation and submission of its Bid, and ECGC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

## **3.2. Scope of Work & Deliverables Timeline**

The Scope of Work is as per Annexure 1.



### **3.3. Minimum Fee Payable**

Minimum prescribed amount for the above mentioned work in terms of ICAI Guideline No. 1-CA(7)/03/2016 dated 07th April 2016 is Rs. 10,000/- per quarter (Rupees Ten Thousand only per quarter).

### **3.4. Rights of ECGC:**

- i. ECGC does not bind itself to accept the lowest quotation and reserves the right to reject any or all the quotations received, without assigning any reason thereof.
- ii. While processing the Bids, ECGC further reserves the right to delete or reduce any item or section contained in the Tender Document or in the Scope of Work without assigning any reason thereof.
- iii. In case, more than one firm bid at same price, their financial bids will be ranked based on their technical qualifications.

### **3.5. Professional Staff**

The selected bidder shall provide to ECGC a list of Professional Staff who shall work on the project along with their qualification and relevant experience at the time of signing of service agreement / contract in the format as provided under Annexure 2.

### **3.6. Queries:**

The Bidder(s) having any doubt/ queries/ concerns with any clause of this document or selection process shall raise their doubts/ queries within 7 days of release of RFT Document in the format annexed at Annexure – 3. ECGC will not be liable to accept or provide any explanation towards any doubt/ queries beyond the deadline of 7 days from the release of RFT document.

All the queries shall be communicated only through the e-mail id provided, [investment@ecgc.in](mailto:investment@ecgc.in) the format provided in Annexure - 3.

ECGC would issue clarifications/ amendments in writing via e-mail/website and the same will become part of RFT.

### **3.7. Bidding process**

**3.7.1** The interested bidders should submit their proposal in two sealed NON-WINDOW envelope superscripted with '**Investment Concurrent Audit -**

**Technical Bids'** and **'Investment Concurrent Audit - Commercial Bids'** before the last date of submission of bids. Out of two envelopes, one envelope should contain technical bid and one should contain the financial bid. Please note that if both technical and financial bids are placed in same envelope then the bids will not be considered for evaluation.

**3.7.2** The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The envelope shall be addressed to ECGC at the said address given in Section 1.2; and

**a)** Bear the Project Name -

**b)** The envelopes shall contain completely filled documents in the following order:

Envelop - 1

(i) Annexure – 6: Format for application duly filled in and applicable supporting documents as documentary evidence of eligibility;

(ii) Annexure – 5: Acknowledgment;

(iii) Annexure 3: Details of Professional Staff.

Envelop -2

(iv) Annexure – 4: Commercial Bid;

(v) Annexure – 8: Bank Details.

**3.7.3** All envelopes should indicate the name and address of the Bidder on the cover.

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

**3.7.5** Prices are to be quoted in Indian Rupees only in the format at Annexure – 4.

**3.7.6** Prices quoted should be exclusive of all Central / State Government levies, taxes (including Service Tax / GST).

**3.7.7** Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, during the validity period of the contract. Taxes / Duties / Levies / Cess etc. levied by Central or

State Governments, or Statutory, Quasi-Government Bodies, or Regulators may be charged as per actuals, and are allowed to be varied. A Bid submitted with an adjustable price quotation, other than exceptions specified herein, will be treated as non-responsive and shall be rejected.

### **3.8 Period of Validity of Bids**

- 3.8.1** Bids shall remain valid for a period of 60 days from the date of opening of the Bid. The fees quoted shall remain fixed during the currency of the Contract unless agreed otherwise by ECGC. Bidder shall not be entitled during this period to revoke or vary the content of Bid or any term thereof. In such case of making any variation subsequent to submission of bid, the offer shall be treated as "REJECTED". ECGC may debar such Bidders from any future RFPs who revoke or vary the content of Bid or any term after the submission of bid.
- 3.8.2** In exceptional circumstances, ECGC may solicit the Bidder's consent to an extension of the period of validity of the Bid on the same terms and conditions. The request and the responses thereto shall be made in writing. At this point, a Bidder may refuse the request without risk of exclusion from any future RFTs or any debarment.
- 3.8.3** The Company reserves the right to call for fresh quotes any time during the validity period of the Bid, if considered necessary.

### **3.9 Opening and evaluation of bids**

- 3.9.1** Opening of Bids by ECGC
- 3.9.1.1** ECGC reserves the right to open the Bids soon after the cutoff time and date specified in the RFT.
- 3.9.1.2** ECGC will examine the Bids to determine whether they are complete, whether the required formats have been furnished, the documents have been properly signed, and that the Bids are generally in order.
- 3.9.1.3** Prior to the detailed evaluation, ECGC will determine the responsiveness of each Bid to the Bid Document. For purposes of these clauses, a responsive Bid is one, which

conforms to all the terms and conditions of the Bid Document without any deviations.

- 3.9.1.4** Only those Bidders and Bids which have been found to be in conformity of the terms and conditions of RFT during the preliminary evaluation would be taken up by ECGC for further detailed evaluation.
- 3.9.1.5** Bidder(s) bidding in the process shall give as a part of the Bidding documents a statement on their letter head, as per the format provided under Annexure - 5, that they have no objection with any clause of the Tender Document.
- 3.9.1.6** No Bidder shall contact ECGC on any matter relating to its Bid, from the time of opening of Bids to the time the Contract is awarded.
- 3.9.1.7** Any effort by a Bidder to influence ECGC in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid and barring from any future RFTs / contracts / business with ECGC.

### **3.10 Scoring Criteria**

**3.10.1** In case, more than one firm bid at same price, their financial bids will be ranked based on their ranking in the technical qualifications.

Ranking of the firms as per the details in the technical bids will be based on following criteria's:

**3.10.1.1** Age of the Firm

**3.10.1.2** Number of Concurrent audits of Insurance Companies

**3.10.1.3** Number of audits of Investment Functions as Statutory Audit of the Company

**3.10.1.4** No of Partners of the firm

## **Section – 4**

### **4. Award of Contract**

The Bidder who qualifies the technical round and bids the lowest in commercial round shall be awarded the Contract. However, ECGC shall be under no obligation to accept the lowest or any bid received and shall be entitled to reject any or all bids without assigning any reason whatsoever. ECGC will notify the successful Bidder in writing, by letter or by e-mail, that its Bid has been accepted. The notification of award will constitute the formation of the offer to contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within seven working days of receipt of the communication. In case, more than one firm bid at same price, their financial bids will be ranked based on their technical qualifications which shall be decided solely by ECGC. In case the selected Bidder fails to accept the award then the Bidder having the next lowest commercial bid among the Bidder(s) (other than the Bidder who has failed to accept the award) will be considered for the award and so on. The successful Bidder will have to execute a Service agreement within 15 (fifteen) working days of the award of Contract, which will be valid for the tenure as mentioned in this RFT Document. The draft of the same is annexed herein below as Annexure – 7. ECGC reserves the right to alter / vary / amend / modify all or any of the terms set out in the said draft Agreement before the same is signed.

**Section - 5**  
**5. TERMS AND CONDITIONS OF CONTRACT (TCC)**

As stated in draft Service Agreement at Annexure 7.



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## **Annexure – 1**

### **Scope of Work & Deliverables Timeline**

#### **Background**

ECGC envisages appointment of External Chartered Accountant Firm for **Concurrent Audit of Investment** Transaction as mandated by IRDAI vide Circular No. INV/F&I/CIR/INV/172/08/2016 dated 24<sup>th</sup> August, 2016 and purpose and scope provided in 'Technical Guidelines on Internal/Concurrent Audit of Investment Functions of Insurance Companies issued by ICAI (in consultation with IRDA) and additional scope as amended from time to time by IRDAI / ICAI in this regard.

#### **Scope of project:**

The Scope of Work is as per the circulars issued by IRDAI from time to time and as per the Procedure laid down in the 'Technical Guidelines on Internal/Concurrent Audit of Investment Functions of Insurance Companies issued by ICAI (in consultation with IRDA)', and additional scope as amended from time to time.

#### **Purpose of Audit**

Quarterly Concurrent Audit of Company's Investment Transactions as per the procedure laid down in 'Technical Guidelines on Internal/Concurrent Audit of Investment Functions of Insurance Companies issued by ICAI read with subsequent circulars/guidelines issued from time to time by IRDAI / ICAI.

#### **NOTE:**

1. The complete exercise has to be done on premises of ECGC office located at Mumbai.

The overall responsibility of the Auditor is to Audit Investment functions in terms of circulars issued by IRDAI from time to time and as per the procedure laid down by ICAI and provide Audit Report.

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



bidder has to make a project plan to deliver all Audit Reports within timelines and present the same to the Audit Committee of the Board of the Company.

The selected bidder shall be accountable and responsible for the services required to be performed and it shall not be an excuse that the staff/ employee/personnel or key person of the selected bidder committed mistakes or left the bidder during the continuance of the project as per this RFT or for any other reason whatsoever.

**Deliverables with Timelines**

Sl. No.	Deliverables	Expected Timelines
1.	Concurrent Audit of Company's Investment Transactions	15 days from end of each quarter



**Annexure – 2**  
**Details of Professional staff**

**Details of Professional staff who will be engaged for the project**

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

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

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

**Annexure – 3**  
**Queries Format**

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

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



**Annexure – 4**

**Price / Commercial Bid Format**

**PRICE/COMMERCIAL BID FOR QUARTERLY CONCURRENT AUDIT OF INVESTMENT TRANSACTIONS**

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

COMPANY NAME:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE NUMBER:

\_\_\_\_\_

EMAIL: \_\_\_\_\_ WEB SITE:

\_\_\_\_\_

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

Sr. No.	Milestone Description	Amount in INR
<b>Part A</b>		
1.	Concurrent Audit of Company's Investment Transactions	

**Terms and Conditions:**

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

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

-----

Signature of the Authorized Signatory of Company

Name:

Designation:

Contact no. (Mobile):

Email Id:

Company Seal:



**Annexure – 5**  
**Acknowledgement**

Date:

To,

Chief Investment Officer  
Investment Department,  
ECGC Limited,  
Nirmal Building, 5<sup>th</sup> Floor,  
Nariman Point,  
Mumbai - 400021

Dear Sir/Madam,

**Subject: Response to the Request for Tender for “Quarterly Concurrent Audit of the Company’s Investment Transactions”**

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

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

.....  
Signature of the authorized Signatory of Company  
(Company Seal)

Name :

Designation :

Contact No (Mobile) :

Email ID :



## Annexure – 6

### Format for Application

#### ECGC Limited

Regd. Office: 10th Floor, Express Towers, Nariman Point, Mumbai – 400 021.

CIN: U74999MH1957GOI010918 IRDA Registration No. 124

#### Application format for selection of Concurrent Auditor for Investment Department

Sr.	Particulars	
1	Name and Address of the Firm	
2	a. Whether Registered with ICAI b. Registration Number	
3	Names of Partners, membership number, Qualification and experience	
4	Whether the firm or any of the partners of the firm have been prohibited /debarred by any Regulatory Authority including IRDA,RBI,SEBI, ICAI etc.,	
5	Details of Audit Conducted along with the names of the partners who have signed the same.	
a.	Treasury Audit of Banks and Mutual Funds / Audit of Investment Dept. in Insurance Companies. (Treasury of Bank / MF / Investment Dept. of insurance Companies is usually situated in the Central / Head office of the Institutions. Hence, those who have audited the Central Office / Head Office of these institutions as Statutory Auditors only will qualify.)	
	i. No. of Audits conducted ii. Name of Bank / MF Companies audited iii. Name of Insurance Company audited iv. Mention nature of office & location. v. Size of the Treasury/Investment Portfolio audited vi. Period for which audit was conducted vii. Whether the partner who conducted the audit is continuing with the firm	
b.	Risk Management and System Process Audit of Banks / MF / Insurance Companies specially its treasury functions	
	i. No. of audits conducted ii. Name of Bank/MF Companies audited iii. Name of Insurance Company audited iv. Mention nature of office & location. v. Size of the Treasury/Investment Portfolio audited vi. Period for which audit was conducted	



Sr.	Particulars	
	vii. Whether the partner who conducted the audit is continuing with the firm.	
c.	Audit of Banks and Insurance Companies as Head Office / Central Office Auditors.	
	i. No. of audits conducted ii. Name of Bank/Insurance Company iii. Mention nature of Office & location iv. Size of the Treasury/Investment Portfolio audited v. Period for which audit was conducted vi. Whether the partner who conducted the audit is continuing with the firm.	
6	Whether the firm has engaged as- Statutory / Internal / Concurrent audit or in any consulting assignments whether or not related to audit functions or reviews or certification of investment Risk Management Systems and Process during the two years immediately preceding years? Please give details.	
7	Any other relevant information	

### Declaration

I / We state that the above mentioned information are true and correct to the best of our knowledge.

We hereby agree and undertake that we have not directly or through any other person or firm offered, promised or given nor shall we offer, promise or give, to any employee of ECGC involved in the processing and/or approval of our proposal/bid or to any third person any material or any other benefit which he/she is not legally entitled to, in order to obtain in exchange advantage of any kind whatsoever, before or during or after the processing and/or approval of our proposal/bid."

Place: MUMBAI

Signature with Seal &

Membership number

Date:

**Annexure – 7**  
**Service Agreement Format**

This **SERVICE AGREEMENT** (hereinafter referred to as “**Agreement**”) is made and entered into on this the [•] day of [•] Two Thousand and Twenty [\_\_\_/[\_\_\_]/2022), BY AND BETWEEN:

**ECGC Limited**, a Public Sector Enterprise wholly owned by Government of India, having its registered office at 10th Floor, Express Tower, Nariman Point, Mumbai – 400021 (hereinafter referred to as the “**Company**”, which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns), of the ONE PART;

AND

**M/s.....** a company/ firm/ LLP registered with the Institute of Chartered Accountants of India , a partnership firm registered with ICWA with registered no.....’(hereinafter referred to as the “**Service Provider**”, which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns), of the OTHER PART.

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

**WHEREAS:**

1. The Company is, *inter alia*, engaged in the business of providing export credit insurance to Indian exporters and banks;
2. The Service Provider is, *inter alia*, involved in the business of conducting Audit of Investment Transactions” as per the procedure laid down in 'Technical Guidelines on Internal/Concurrent Audit of Investment Functions of Insurance Companies issued by ICAI (in consultation with IRDA) and additional scope as amended from time to time by IRDAI / ICAI.

3. The Company floated Request For Tender having reference: **ECGC/Tender- /INV/01/2021-22** (hereinafter referred to as “the said RFT”)
4. The Service Provider has become the successful bidder in the said RFT and the Company has selected the Service Provider to conduct the “Quarterly Concurrent Audit of Investment Transactions” and the Service Provider has agreed to provide the services, as they have the required skills and personnel.

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

**1. Definitions:**

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

- i. “Service Provider” is the successful Bidder whose eligibility Bid has been accepted and who was L1 as per its commercial bid and to whom notification of award has been given by ECGC.
- ii. “The Services” means the scope of services which the Service Provider is required to provide to ECGC under the Contract.
- iii. “The Contract” means the agreement entered into between ECGC and the Service Provider, and signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- iv. “The Contract Price” means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- v. “TCC” means the Terms and Conditions of Contract;

- vi. "The Project/Assignment" means Quarterly Concurrent Audit of Investment Transactions.
- vii. "The Project Site" means designated locations of ECGC as may be specified in Purchase Order / RFT.
- viii. Confidential Information means all the information of the Company which is disclosed to the service provider whether oral or written or through visual observation or in electronic mode and shall include but is not limited to trade secrets, know-how, techniques, processes, plans, algorithms, software programs, source code, business methods, customer lists, contacts, financial information, sales and marketing plans techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, clients, client data, business affairs, operations, strategies, methodologies, technologies, employees, subcontractors, the contents of any and all agreements, subscription lists, photo files, advertising materials, contract quotations, documents, passwords, codes, computer programs, tapes, books, records, files and tax returns, data, statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Solicitors, Barristers, Attorneys, Chartered Accountants, Company Secretaries, Doctors, Auditors, Surveyors, Loss Assessors, Investigators, Forensic experts, etc. Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872, legal notices sent and received, policy files, 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, defenses taken before a Court of Law, Judicial Forum, Quasi-judicial bodies, or any Authority, Commission, pricing, service proposals, methods of operations, procedures, products and/ or services and business information of the Company.

## **2. APPOINTMENT & SCOPE OF SERVICES**

- 2.1. The Company hereby appoints the Service Provider to provide the 'Services' clearly set out under the '**Scope of Work**' as per Annexure – 1 of the RFT here to with effect from ..... ("**Effective Date**") and the Service Provider hereby agrees to provide the Services in accordance with the terms and conditions as stipulated below.
- 2.2. The Service Provider, acting as an independent contractor, shall provide the Services ("Services") and the Deliverables ("Deliverables"), as per the circulars issued by IRDAI from time to time and as per the Procedure laid down in the Technical Guidelines on Internal/Concurrent Audit of Investment Functions of Insurance Companies, issued by the Institute of Chartered Accountants of India, as amended from time to time.

## **3. FEES AND PAYMENT TERMS**

- 3.1. Fee payable for the services shall be Rs..... as already informed vide e-mail/ letter dated..... regarding award of Contract.
- 3.2. Payment shall be made in Indian Rupees.
- 3.3. Payment shall be made via electronic fund transfer only to the bank account specified, as per the form provided under Annexure -8, in the RFT response.
- 3.4. No payment shall be made in advance on award of the contract.
- 3.5. Payments shall be made on quarterly basis only on receipt of invoice from the Service Provider, after completion of the quarterly audit as per the scope of work to the satisfaction of ECGC Limited.
- 3.6. It may be noted that ECGC shall not pay any amount / expenses / charges/ fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / miscellaneous expenses/ out of pocket expenses other than the agreed amount as per the contract.
- 3.7. The price mentioned are exclusive of all the taxes and duties as applicable, which shall be borne by the Company at actuals as on the date of invoice.
- 3.8. All payments shall be subject to TDS and any other taxes as per the tax rules prevalent at the time of payment.

- 3.9. All the payments would be against the submission of the invoices to the Company along with the relevant supporting documents, if any.
- 3.10. All invoices shall be paid within 30 days from the date of receipt or as per the payment terms agreed in the relevant **Scope of Work**.
- 3.11. Payment terms:

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

S. No.	Deliverables	Payment as per Commercial Bid
1.	Audit report for "Quarterly Concurrent Audit of Investment Transactions"	Quarterly fee of Rs. after receiving the audit report to the satisfaction of ECGC

#### 4. SERVICE PROVIDER'S RESPONSIBILITIES

- 4.1. The Service Provider shall be responsible for:
- 4.1.1. Carrying out the Quarterly Concurrent Audit and submitting Audit report.  
The Services to be delivered or rendered hereunder, of the type and quality as specified in the relevant **Scope of Work**.
- 4.1.2. Complying with Company's internal guidelines, instructions, manuals, scrutiny lists, procedures, further specifics and requirements ("**Guidelines**") in relation to the Services, as may be provided in writing by the Company to the Service Provider. However, in the event there is a conflict between the guidelines and the terms set out in the Agreement, the terms set out in the Agreement shall prevail;
- 4.1.3. Supervising and controlling its staff/ employee/ personnel deployed (If any) at the Company's premises for providing the Services; and
- 4.1.4. Complying with all applicable laws and regulations in the course of providing the Services.
- 4.1.5. Any other responsibilities that may arise during the performance of the services as mentioned in **Scope of Work**.

## **5. COMPANY'S RESPONSIBILITIES**

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

5.1.1. Providing the necessary assistance for delivery of Services at offsite or at its premises including by way of providing the necessary information, documents, supplies and such other facilities as set out in relevant **Scope of Work.**

5.1.2. Ensuring the security and safety of the Service Provider's personnel and Service Provider Equipment, deployed at the Company's premises;

5.1.3. Providing access to the Service Provider's personnel to the different parts of the Company's premises, personnel and various systems of the Company, including computers, servers, networks as may be required for the purpose of providing the Services;

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

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

## **6. Service Delivery Location**

The major scope of work as mentioned above will be required to be delivered at Head office of the ECGC located in Mumbai.. The Team may also be required to travel for meetings with / discussions with / presentations to the different departments of ECGC located in Mumbai as per scope of work.

## **7. INTELLECTUAL PROPERTY**

7.1. All the manuals, guidelines, documents etc. provided by Client/company shall be treated as Confidential information by the Service Provider.

7.2. Service Provider shall retain all rights, title, interest including intellectual rights in and to the methodologies, procedures, techniques, ideas, concepts etc. embodied in the deliverables, developed or supplied in connection with this Agreement.

7.3. The service provider shall provide Reports, Documents and all other relevant materials, etc. during the assignments to the Company and the Company shall own all IPRs in such Reports, Documents and all other relevant materials,

artifacts etc. All documents related to such shall be treated as confidential information by the Bidder.

- 7.4. It is however hereby clarified that if the Deliverables incorporate any pre-existing intellectual property rights of the Company the rights therein shall continue to vest with the Company.
- 7.5. A party shall not directly or indirectly, use any of the other party's trademarks, trade names, service marks and logos in any manner, except as permitted by the other party in writing.

## **8. Non- Disclosure:**

8.1. The Company shall be deemed to be the owner of all Confidential Information.

8.2. The service provider will use the Company's Confidential Information solely to fulfil its obligations as part of and in furtherance of this service contract.

8.3. The service provider shall not use the Confidential Information in any way that is directly or indirectly detrimental to the Company or its subsidiaries or affiliates, and shall not disclose the Confidential Information to any unauthorized third party. The service provider shall not disclose any Confidential Information to any person except to its employees and consultants, on a need to know basis, who have prior to the disclosure of or access to any such Confidential Information agreed in writing to receive it under terms as restrictive as those specified in this Agreement. In this regard, any agreement entered into between the service provider and any such person/s shall be forwarded to the Company promptly thereafter. Prior to disclosing any Confidential Information to such person/s, the service provider shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information.

8.4. The service provider shall use the same degree of care in safeguarding the Confidential Information as it uses or would have used in safeguarding its own



Confidential Information, and shall take all steps necessary to protect the Confidential Information from any unauthorized or inadvertent use.

## **9. INDEMNITY AND LIMITATION OF LIABILITY**

- 9.1. Defaulting party shall indemnify, defend and hold harmless the other from and against any and all liability, losses, costs and expenses (including reasonable attorney's fees) relating to or arising out of the breach of this Agreement, the negligence or willful misconduct of defaulting party, or its employees or agents. No party shall however not be liable for any loss or damage arising from reliance on any information or materials supplied by the other party or any third party on behalf of the other party, or for any inaccuracy or other defect in any information or materials supplied by the other party or any third party on behalf of the other party.
- 9.2. Notwithstanding anything stated herein, neither party shall be liable to the other party for any indirect, incidental, consequential, special or exemplary or other damages, including but not limited to loss of business, profits, information, business interruption and the like, suffered by the other or any third party under or in pursuance of the terms hereof, howsoever arising, whether under contract, tort or otherwise, even if advised about the possibility of the same.
- 9.3. Except for breach of Confidentiality and Infringement of Intellectual property rights under this agreement, each party's total liability for any damages, losses, costs, liabilities arising out of or in connection with this Agreement whether under contract, tort or otherwise shall not exceed an amount equivalent to the total fees paid by the Company to the Service Provider under this Agreement.
- 9.4. Service Provider servicing ECGC should comply with ECGC's Information Security Policies in key concern areas relevant to the activity, the broad areas are:
  - i. Responsibilities for data and application privacy and confidentiality.
  - ii. Responsibilities on system and software access controls and administration.
  - iii. Custodial responsibilities for data, software, hardware and other assets of Company being managed by or assigned to Service Provider.
  - iv. Physical security of the Services / Equipment provided by the Service Provider.

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

**9.6. Limitation of Liability**

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

**10. WARRANTY & WARRANTY DISCLAIMER**

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

**11. TERM AND TERMINATION**

11.1. The term of this Agreement shall be concurrent audit of Investment Transaction for the FY 2022- 23. Term may be renewed for two more financial years subject to acceptance by both the parties.

11.2. In case of a breach (material in nature) under the Contract or any other subsequent documents containing obligations under the service agreement, the Company shall notify the Service Provider and give a period of further maximum 7 days to rectify the breach as to the Company's satisfaction. In case the breach is not rectified to the Company's satisfaction, the Company reserves the right to terminate the contract.

**12. Working on ECGC's Holiday**

Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to respective

locations head. The Service Provider should provide the visiting Team member's details in advance to respective offices. The Team Member shall visit at the scheduled date and time and show his identity card/ permission letter when asked for.

### **13. MISCELLANEOUS PROVISIONS**

- 13.1. It is expressly agreed between the parties that the Contract, The Request for Tender (RFT) Document, any addendum or corrigendum issued thereafter and the complete Annexures thereto constitute the Entire Agreement between the Parties.
- 13.2. All notices, requests, demands or other communications which are required to be given pursuant to the terms of this Agreement shall be in writing addressed to the above-mentioned addresses and will be deemed to have been duly given when received. The notices shall be sent to the addresses as set forth above and to the attention of the signatories of this Agreement, or to such other addresses or individual(s) as the Parties may mutually agree in writing from time to time.
- 13.3. If either party is prevented from performing any obligation under this Agreement (excluding payment obligations) by causes beyond its control, including labor disputes, pandemic, civil commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services or acts of God, such defaulting party will be excused from performance for the period of the delay and for a reasonable time thereafter.
- 13.4. Service Provider agrees and undertakes that they have not directly or through any other person or firm offered, promised or given nor shall offer, promise or give, to any employee of ECGC involved in the processing and/or approval of our proposal/offer/bid/tender/contract or to any third person any material or any other benefit which he/she is not legally entitled to, in order to obtain in exchange advantage of any kind whatsoever, before or during or after the processing and/or approval of their proposal/offer/bid/tender/contract.
- 13.5. During the term of this agreement and one year thereafter, the parties shall not solicit, encourage or attempt to solicit, induce or encourage, either directly or indirectly, any of the party's personnel or employee for employment, unless

prior written permission is obtained from the other party; provided however, that the foregoing shall not apply to the hiring of employees who respond to Internet or other advertisements of general circulation not specifically targeted to such employees.

- 13.6. The relationship between Company and Service Provider is solely that of an Independent contractor and the relationship is on a principal-to-principal basis. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create an employment or agency relationship or a partnership between a party and the other party or the other party's employees or Clients or agents
- 13.7. This Agreement shall not be assigned by either party without the prior written consent of the other party.
- 13.8. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be struck from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect.
- 13.9. No failure on the part of any party to exercise or delay in exercising any right hereunder will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right.
- 13.10. Termination or cancellation of this Agreement for any reason shall not release either party from any liabilities or obligations set forth in or arising from this Agreement which remain to be performed or by their nature would be intended to be applicable following any such termination or cancellation.
- 13.11. This Agreement along with the said RFT, bids and other annexures constitutes the entire agreement between parties relating to the subject matter hereof and supersedes any prior proposals, understandings, correspondence or other documents exchanged between the parties prior hereto. This Agreement can be modified, supplemented or amended only by a written agreement executed by both parties.
- 13.12. The courts at Mumbai shall alone have exclusive jurisdiction for the purposes of adjudication of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching the RFT, the subsequent contract awarded or the terms and conditions of the Contract.

**13.13. Force Majeure:**

Notwithstanding the provisions of Terms and Conditions of Contract, the Service Provider shall not be liable for liquidated damages, or termination for default, if and to the extent, that, the delay in performance, or other failure to perform its obligations under the Contract, is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

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

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

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

\_\_\_\_\_  
**NAME : YASHWANT BREED**

**DESIGNATION : DGM & CIO**

\_\_\_\_\_  
**NAME:**

**DESIGNATION:**

WITNESSES:

1.

2.

### Annexure – 8 : Bank Details

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

.....  
Signature of the authorized Signatory of Company  
(Company Seal)

Name :

Designation :

Contact No (Mobile)

Email Id

### **Annexure – 9 : Eligibility criteria**

1. The Chartered Accountant firm shall be registered with the Institute of Chartered Accountants of India.
2. The Audit firm must have an experience of minimum 10 years in conducting audits.
3. The Chartered Accountants firm shall be based in Mumbai or have a branch office in Mumbai headed by a Chartered Accountant with sufficient number of qualified and trained staff in this respect.
4. The Audit firm should have experience, of at least five years, in conducting concurrent audit of Treasury Dept./Investment Dept. in Bank / Mutual Funds or Insurance Companies or have, on behalf of IRDAI conducted Investment Inspection of Insurance Companies.
5. On the date of appointment as an auditor as concurrent auditor, the Investment Concurrent Auditor must not hold more than two audits of Internal, Concurrent and Risk Management Systems Audit, all taken together. Hence, the Audit firm, can at the maximum hold not more than three Audits (i.e., Investment Risk Management Systems and Process Audit, Internal Audit, Concurrent Audit – all taken together), apart from Statutory Audit at any point of time.
6. The Investment Concurrent Auditor should not have been prohibited/debarred by any regulating agency including IRDAI, RBI, SEBI, ICAI etc.,
7. The Investment Concurrent Auditor appointed for as concurrent auditor for investment functions, should not have conducted the following assignments for the Company for a period of two years immediately preceding his appointment.
  - a. Statutory Audit
  - b. Any Internal Audit
  - c. Any Concurrent Audit
  - d. Any consulting assignment, whether or not related to Audit functions.
8. Attention is invited to the minimum scope of concurrent audit as detailed in the 'Technical Guidelines on Internal/Concurrent Audit of Investment Functions of Insurance Companies issued by ICAI (in consultation with IRDAI)'. Additional scope depending upon the Company's need may be included.
9. Concurrent Auditor is expected to cover 100% of transactions of the investment functions of the company.
10. In addition to the above, the Chartered Accountant firm should also fulfill the following conditions:

- a. The firm should not possess any place of profit in ECGC.
- b. The firm should not have any relationship with investment intermediaries of ECGC.
- c. The Audit firm must have their Head Office/Branch Office at Mumbai where the audit activity should be carried out.

