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

**FOR
SELECTION OF CONSULTANTS FOR PROVIDING END TO END COMPLIANCE OF
THE DPDP ACT 2023**

Ref: ECGC/EOI-01/RMD/02/2024-25

Date: 11-06-2024

ECGC LIMITED

ECGC Bhawan,

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

Mumbai 400 069

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Section 1

1. Introduction

1.1. Invitation to Bidders

By way of this Request for Expression of Interest ('EOI') Document, (hereinafter also referred to as 'the Bid Document' or 'the EOI Document') ECGC Limited (hereinafter referred to as 'ECGC'), a company wholly owned by Government of India and set up in 1957, invites competitive Bids from selected bidders who have the necessary expertise in providing end to end compliance of the India's DPDP Act 2023 as per scope of work defined in Annexure – I of this EOI.

All the Bidder(s) are advised to study the EOI Document carefully. Submission of Bids 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. 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. 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 only.

1.2. Schedule of events

EOI Document Availability	The EOI Document will be published on the website of ECGC.
Last date of submission of Bids	12/07/2024
Pre-bid Queries (if any)	01/07/2024
Opening of eligible Bids	15/07/2024
Presentation of the solution by eligible bidders	23/07/2024 & 24/07/2024

Final Technical Bid scoring and issue of RFT	29/07/2024
Contact Details: DGM(RMD) – Ms. Rachana Baberhwal	
Address for Communication and submission of Bid.	DGM(RMD), ECGC Ltd., 4th Floor, ECGC Bhavan, CTS No. 393, M.V. Road, Andheri (East), Mumbai – 400069
Telephone	022-66590581
All correspondence / queries relating to this 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. 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 bids. 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 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 EOI process until a formal contract is signed and executed by duly authorized representatives of ECGC with the selected Bidder.

ECGC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information or withdraw this 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, 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 shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the officers duly authorized by the body corporate with its common seal duly affixed.
- 3.1.4** The Bid shall contain the address, Tel. No. and e-mail id, if any of the Bidder, for the purposes of serving notices required to be given to the Bidder in connection with the Bid.
- 3.1.5** The Bid form and the documents attached to it shall not be detached from one another and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the forms or documents attached thereto. Any alterations or changes to the entries in the attached documents shall only be made by a separate covering letter otherwise it shall not be entertained for the Bidding process.
- 3.1.6** The Bidder, irrespective of its participation in the bidding process, or its outcome shall treat the details of the documents as privileged, secret and confidential.
- 3.1.7** ECGC also reserves the right to re-issue the EOI Document, or cancel the entire EOI process without assigning any reason(s).
- 3.1.8** The Bidder should ensure that there are no cuttings, over-writings, and illegible or undecipherable figures to indicate their Bid. All such Bids may be disqualified on this ground alone. The decision of ECGC shall be final and binding on the Bidder.
- 3.1.9** Each Bidder can submit only one Bid.

- 3.1.10** 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.
- 3.1.11** 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.
- 3.1.12** Bids must be received by ECGC at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.
- 3.1.13** ECGC is not responsible for non-receipt of bids within the specified date due to any reason including postal delays or holidays.
- 3.1.14** Any Bid received after the deadline for submission of Bids prescribed, will be rejected and subsequently destroyed. No Bids shall be returned.
- 3.1.15** 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.
- 3.1.16** ECGC reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time, without incurring any liability to the affected Bidder or Bidder(s). All decisions taken by ECGC are binding and final.
- 3.1.17** 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 EOI.
- 3.1.18** 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;
- 3.1.19** The bids once submitted cannot be modified or altered.
- 3.1.20** Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its Bid and ECGC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

3.2. Scope of Work

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

3.3. Language of Bid

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

3.4. Rights of ECGC:

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

3.5. Queries:

The Bidder(s) having any doubt/ queries/ concerns with any clause of this document or selection process shall raise their concern in the format annexed at Annexure – 4 . 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.

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.

3.6. Bidding process

3.6.1 The interested bidders should submit their bid in a sealed NON-WINDOW envelope superscripted with “EOI for Selection of Consultants for providing end to end compliance of the DPDP Act 2023” form before the last date of submission of bids.

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

- a) Sealed Envelope -Technical Bid-all the below annexures to be submitted:
 - (i) Annexure2- Bidder’s eligibility criteria
 - (ii) Annexure3-Technical evaluation criteria

- (iii) Annexure5-Acknowledgement
- (iv) Annexure6-Code of Integrity
- (v) Annexure7-Non-Disclosure Agreement

3.6.3 Sealed envelope shall be titled as “Bid for providing end to end compliance of the of DPDP Act 2023”. 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.

3.7.Period of Validity of Bids

3.7.1 Bids shall remain valid for a period of 90 days from the date of opening of the Bid. 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 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 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.

3.8. Opening and Evaluation of Bids: General Terms

3.8.1 ECGC reserves the right to open the Bids soon after their receipt from all the Bidder(s) without waiting till the last date as specified above and also the right to disqualify any or all Bidder(s) either on the basis of their responses, to all or some

of the response sheets, or even any part thereof without assigning any reasons whatsoever.

- 3.8.2 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.
- 3.8.3 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.
- 3.8.4 Only those Bidders and Bids 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.
- 3.8.5 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 EOI Document.
- 3.8.6 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.
- 3.8.7 Only those Bidders and Bids which have been found to be in conformity of the terms and conditions of EOI during the preliminary evaluation would be taken up by ECGC for further detailed evaluation.

Section – 4

Opening of Technical Bid and Issue of RFP

- i. All Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events.
- ii. ECGC may shortlist the Bidders who fulfill the eligibility and technical criteria specified in this EOI, have solution/services as per the requirement of ECGC and are agreeing to abide by the terms and conditions of ECGC. ECGC's decision in this regard shall be final.
- iii. After examining the EOI, all of the Bidders who have been found eligible may be asked to make presentation on the implementation road map to be compliant with the Act. The Bidder shall bear all costs associated with submission of EOI, presentation and Proof of Concept (POC) of underlying technology desired by ECGC. ECGC shall not be responsible or liable for any cost thereof, regardless of the conduct or outcome of the process.
- iv. ECGC may issue a Request for Proposal (RFP) to shortlisted Bidder for the next process of bidding. However, please note that short listing of Bidders should not be treated as a contract for the proposed work.
- v. 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.

Section – 5

Annexure – 1: Scope of Work

The Scope of work shall include but not limited to:

- i. Perform a gap assessment which will help in assessing current compliance to DPDP Act based on existing procedure and operations.
- ii. Accessing data collection points for current customers, employees and vendors.
- iii. Accessing what data is being stored and for what purpose.
- iv. Selection and integration of appropriate Privacy Enabled Technologies to existing infrastructure.
- v. Plan a strategy to implement changes based on gap assessment.
- vi. Produce a practical high level risk mitigation plan including suggested prioritization.
- vii. Drafting privacy policies, privacy notices, data subject consent and withdrawal forms required by the respective jurisdiction.
- viii. Identifying the legal basis for processing the personal data of a subject.
- ix. Advising on Design and implementation of the data protection policies.
- x. Advising data protection measures that are suited to the risks and nature of the processing.
- xi. Advising security measures that are suited to the risks and nature of the processing operations.

Phase-wise Implementation Plan

Phase 1	Study of Existing data flow, procedures followed by ECGC with respect to the Data Protection Policy.
Phase 2	GAP Assessment
Phase 3	Submission of report on GAP identified, recommendation(s)/roadmap for remediation.
Phase 4	Implementation of recommendations and review per Gap Analysis report
Phase 5	Preparation of Board of Director level Digital Protection Framework, policy and other recommendation/reports as per the scope of Work

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.
The Bidder must have an average turnover of minimum Rs.50.00 crore during last 03 (three) financial year(s) i.e. FY2020-21, FY2021-22 and FY2022-23.		Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/ 3 financial years may be submitted.)
The bidder should have experience in providing end to end compliance of the Data protection/security/privacy or similar assignment for at least one in BFSI sector Institution in India during last 3 Financial years.		The bidder should submit Satisfactory performance certificate from clients / Contract with client/ Audit report for Data Protection Policy respectively.
The Bidder should have in depth knowledge of Regulatory guidelines of IRDAI and the latest Digital Personal Data Protection Act 2023.		A suitable undertaking/or certificate or declaration by Bidder.

Bidder should have a pool of minimum 05 professionals with CISA/ Data Protection / Legal/Risk related domain expertise or certification(s) and should be in permanent roster.		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 assignments for formulating and implementing Data Protection policy or similar assignments to ensure DPDP compliance as a consultant for BFSI companies.	For each Completed-5 marks For each on-going- 3 marks			15
2.	The number of CISA/ GDPR/ ISO 27701/ Data Protection/ Legal/Risk related domain certified or equivalent certified personnel deployed in the project by the bidder. For each domain 5 marks will be awarded.	Domain	Certification/Qualification	Experience	20
		Data Protection	CIPP/CIPM/CIPT/CDPSE/CDP		
		Legal	As per industry standards		
		Risk advisory	As per industry standards		
		IT/Cyber	CISA/CISSP/CISM		
3.	The Bidder should have been in operation in India for last five years as on EOI date.	1 mark for every completed additional year over and above 5 years			5
4.	ISO/IEC 27001:2013 certification	certificate for the last 5 completed years -10 Marks			10
		certificate for less than three completed year -5 Marks			
5.	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			50
Total					100

Bidders who score minimum of 70% marks on the technical evaluation criteria as mentioned above will only be considered for evaluation of commercial bid. The Commercial bids of the applicants with technical marks less than 70% will not be considered for commercial/financial evaluation.

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 for supporting in implementation of DPDP Act 2023	20
2	Reference Case studies/past experience/client projects	10
3	Deployment of various tools to conduct the in-depth study of the current system for DPDP readiness.	10
4	Post Implementation Support including compliance with the regulatory guidelines	10
Total		50

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 “Bid for providing end to end compliance of the of DPDP Act 2023”

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 CODE OF INTEGRITY DECLARATION

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

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

I/we further declare that in relation to my/our Bid submitted to ECGC, in response to EOINO.....,I/we.....hereby undertake that I/we shall abide by the Code of Integrity and make disclosure as to any Conflict of Interest at all times, and understand that any breach of the Code of Integrity will render me/us liable to be removed from the list of registered bidders, and would also subject me/us to other punitive and penal actions such as, but not limited to, cancellation of contracts, banning, debarring and blacklisting or action in the court of Law, and so on.

Signature of Authorized Signatory of the firm/Company with Seal & Stamp

Date :

Place:

Name:

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 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 Indian Evidence Act, 1872, 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' means providing Consulting services to help the Company in end to end compliance with DPDP Act 2023.

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 liable for Breach of Trust under section 405 of the Indian Penal Code.

6. Term of the Agreement

This Agreement shall be effective on the date of signing the agreement and shall continue for three years. 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 conflicts of law provisions. Any proceedings arising out of or in connection with this Agreement shall be brought only before the Courts of competent jurisdiction in Mumbai.

8. 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
4th 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: