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REQUEST FOR TENDER

For Designing of New Logo of ECGC Ltd.

Ref: ECGC/NMD/100/Tender-02/2022-23

Date: 22/02/2023

ECGC LIMITED

ECGC Bhawan, CTS No.393,393/1 to 45, M.V Road,

Andheri East, Mumbai - 400069

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Section - 1

1. Introduction

1.1. Invitation to Bidders

By way of this Request for Tender ('RFT') Document, (hereinafter referred to as 'the Bid Document' or 'the Tender Document') ECGC Limited (hereinafter referred to as 'ECGC'), a Company set up in 1957 and wholly owned by Government of India, invites competitive Bids from Creative Agencies in Mumbai (hereinafter referred to as ('the Bidder(s)'.) for "Designing of New Logo of ECGC Ltd.".

The "Technical and Financial Bids" along with other documents would be received in physical form only.

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 this Tender Document with full understanding of its implications and consequences.

The RFT Document may be downloaded from the Company's website https://www.ecgc.in

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 completely. 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 on 22/02/2023	
Cut-off date for Pre-bid Queries (if any)	25/02/2023	
Last date of submission of Bids	15/03/2023	
Opening of Bids	Technical bids: 16/03/2023	
	Financial bids: 17X/03/2023. The	
	Bidder(s) who qualify in the Technical	
	Bids may present while the financial bid	
	is opened. Only one person from each	
	bidder can attend such bid opening.	
Contact Details:		
Assistant General Manger (AGM) (NMD):	022-66590770 (D)/	
022- 66590700/10/11 (Board Line)		
Manager (NMD): 022-66590775 (D)/ 022- 66590700/10/11 (Board Line)		
Address for Communication and	General Manager (NMD)	
submission of Bid.	ECGC Limited, ECGC Bhawan, CTS	
	No.393,393/1 to 45, M.V Road Andheri	
	East, Mumbai – 400069	
All correspondence / queries relating to	marketing@ecgc.in	
this RFT Document should be sent to		
following email ID only		
In the event of any of the above-mention	ed dates being declared as a holiday the	
tender will be opened on the next working day at the appointed time.		

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 as set out in this RFT document and all the 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 in the formulation of their bids.

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

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 Terms and Conditions as set out in the Service Agreement at Annexure 7 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 Creative Agency fulfilling the eligibility criterion as outlined in Annexure 9 may submit its 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 complete 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 The Bidder should ensure that there are no cuttings, over-writings, and illegible or undecipherable figures to indicate their Bid. All such Bids may be disqualified on this ground alone. The decision of ECGC shall be final

- and binding on the Bidder. The Bidder should ensure that ambiguous or unquantifiable costs/ amounts are not included in the Bid, which would disqualify the Bid.
- **3.1.9** Each Bidder can submit only one Technical and Financial Bid each.
- 3.1.10 The Bidder should commit to provide the services desired by ECGC for the entire duration of the engagement, at the agreed cost and terms and conditions as set out therein.
- **3.1.11** Partial Bids will not be accepted and shall stand rejected. Bidder(s) shall have to quote for the entire scope of work.
- 3.1.12 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.
- 3.1.13 No questions or items in the annexures shall be left blank or unanswered. In case you have no details or answers to be provided in the Bid Document or the same is not applicable, a 'No' or 'Nil' or 'Not Applicable' statement shall be made by you as appropriate. Forms with blank columns or unsigned forms will be summarily rejected.
- 3.1.14 Bids not conforming 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.
- **3.1.15** 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.
- **3.1.16** ECGC is not responsible for non-receipt of bids within the specified date due to any reason including postal delays or holidays.
- **3.1.17** Any Bid received after the deadline for submission of Bids prescribed, will be rejected and subsequently destroyed. No Bids shall be returned.
- 3.1.18 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 published on ECGC's website.
- **3.1.19** 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.
- 3.1.20 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.
- **3.1.21** The bid is liable to be disqualified in the following cases:
 - i. Bid not submitted in accordance with RFT and as per prescribed format;
 - ii. Bid received is incomplete;
 - iii. Bid is not accompanied by all requisite documents;
 - iv. Bid is received after the prescribed due date.
- **3.1.22** The bids once submitted cannot be modified, changed or altered.
- 3.1.23 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 Scope of Work is as per Annexure 1.

3.3. 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. ECGC also reserves the right to re-issue Tender Document at its own discretion.
- 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.

3.4. Professional Staff

The selected bidder shall provide 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.

3.5. Queries:

- i. The Bidder(s) having any doubt/ queries/ concerns with any clause of this document or selection process shall raise their concern within 3 (three) days of release of RFT Document in the format as annexed at Annexure – 3. ECGC will not be liable to accept or provide any explanation towards any doubt/ concerns beyond the deadline of 3 (three) days from the release of RFT document.
- ii. All the queries shall be communicated only through the e-mail id provided- marketing@ecgc.in in the format provided in Annexure 3.
- iii. ECGC would issue clarifications/ amendments in writing via e-mail/website and the same will become part of RFT.

3.6. Bidding process

- 3.6.1. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Company and supporting documents and printed literature shall be submitted in English language.
- 3.6.2. The interested eligible bidders should submit their Proposal in two sealed NON-WINDOW envelope superscripted with 'Designing of New Logo of ECGC Ltd. Technical Bids' and 'Designing of New Logo of ECGC Ltd. Financial Bids' and both these NON-WINDOW envelopes shall be enclosed and sealed in a single outer NON-WINDOW envelope 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.
- 3.6.3. 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; The

envelops shall contain completely filled documents in the following order:

Envelop – 1 (Technical Bid)

- (i) Annexure 6: Format for application duly filled in and applicable supporting documents as documentary evidence of eligibility;
- (ii) Annexure-2: Details of Professional staff
- (iii) Annexure 5: Acknowledgment;
- (iv) Annexure -10: Code of Integrity.

Envelop -2

- (v) Annexure 4: Financial Bid;
- (vi) Annexure 8: Bank Details.
- **3.6.4.** All envelopes should indicate the name and complete address of the Bidder on the cover.
- 3.6.5. All documents submitted in the context of this RFT Document, whether typed, written in indelible ink, or un-amended printed literature, should be legible / readable. Non-compliance to this clause shall result in Bid being considered as non-responsive, and shall be rejected at the outset.
- **3.6.6.** If the envelope is not sealed and marked, ECGC will assume no responsibility for the Bid's misplacement or its premature opening.
- **3.6.7.** Prices are to be quoted in Indian Rupees only in the format as provided at Annexure 4.
- **3.6.8.** Prices quoted should be exclusive of all Central / State Government levies, taxes (including Service Tax / GST).
- 3.6.9. 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 vary. A Bid submitted with an adjustable price quotation, other than

exceptions specified herein, will be treated as non-responsive and shall be rejected.

3.7. Period of Validity of Bids

- 3.7.1 Bids shall remain valid up to signing of the agreement or for a period of 90 (ninety) days, whichever is earlier, from the date of opening of the Bid. The fees quoted shall remain fixed during the currency of the Contract unless agreed otherwise by ECGC. Bidder shall not be entitled during this period to revoke or vary the content of Bid or any term thereof. In such case of making any variation subsequent to submission of bid, the offer shall be treated as "REJECTED". ECGC may debar such Bidders from any future RFTs who revoke or vary the content of Bid or any term after the last date for 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 RFTs or any debarment.
- **3.7.3** The Company reserves the right to call for fresh quotes any time during the validity period of the Bid, if considered necessary.

3.8. Modification and Withdrawal of Bids

- 3.8.1 The Bidder, if after evincing interest in participating in the bidding process, wishes to withdraw from the bidding process, the Bidder may do so without any penal action including debarment or exclusion from future LTEs / contracts / business, provided the bidder submits its decision to the Company in writing, along with its reasons for the same.
- 3.8.2 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Company, prior to the deadline prescribed for submission of Bids, the Bidder may do so without any penal action including debarment or exclusion from any future RFTs /

- contracts / business, provided the Bidder submits its decision to the Company in writing, along with its reasons for the same.
- 3.8.3 No Bid may be modified after the deadline for submission of Bids.
- 3.8.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in penal action including debarment or exclusion from any future RFTs / contracts / business.

3.9. Opening and evaluation of bids

- 3.8.5 Opening of Bids by ECGC
 - **3.8.1.1** ECGC reserves the right to open the Bids soon after the cutoff time and date specified in the RFT.
 - 3.8.1.2 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.
 - 3.8.1.3 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 as set out in the Bid Document without any deviations.
 - 3.8.1.4 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.
 - 3.8.1.5 No Bidder shall contact ECGC on any matter relating to its Bid, from the time of opening of Financial Bid to the time the Contract is awarded.
 - 3.8.1.6 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 such bidder/s from any future RFTs / contracts / business with ECGC.

3.9 Scoring Criteria

- 3.9.1 Only those Bidders and Bids which have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Company for further detailed evaluation. The documentary evidence of the Bidder's qualifications to perform the Contract in its Bid will be accepted only if it is established that the same are to the Company's satisfaction.
- **3.9.2** Bidders scoring minimum 50% marks in Technical Bid shall be eligible for Commercial bid.
- **3.9.3** Ranking of the Agency as per the details in the technical bids will be based on following criteria's:
 - **3.9.1.1** Age of the Agency. (5 marks)
 - **3.9.1.2** Number of Employees. (5 marks)
 - **3.9.1.3** Number of appointments as Creative Agency with Central Government/State Government/ CPSE/PSB. (5 marks)
 - **3.9.1.4** Number of appointments as Creative Agency with Insurance Companies. (5 marks)
 - **3.9.1.5** Number of appointments as Creative Agency with Corporates. (5 marks)
 - **3.9.1.6** Turnover of the Agency. (10 marks)
 - **3.9.1.7** Details of past assignments of similar nature (logo creation) in last 3 years (Score as per satisfaction of ECGC). (5 marks)

(Note: Documents in support of above to be submitted)

- **3.9.4** Financial Proposal L1 bid from among the technically qualifying bidder will be accepted.
- 3.9.5 In case, more than one agency bid at same price, their financial bids will be ranked based on their ranking in the technical qualifications.
 This would be at the sole discretion of ECGC.

3.10 Contacting the Company

- 3.10.1 No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Price/Commercial Bid to the time the Contract is finalized and awarded.
- 3.10.2 Any effort by a Bidder to influence the Company 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 LTEs / contracts / business with ECGC.

Section – 4

Award of Contract

The Bidder who qualifies the technical round and bids the lowest in financial 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 an 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 07 (seven) working days of receipt of the communication. In case the selected Bidder fails to accept the award then the Bidder having the next lowest financial 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 07(seven) 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 and marked 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

TERMS AND CONDITIONS OF CONTRACT (TCC)

As stated in draft Service Agreement at Annexure 7.

Section – 6 (Annexures)

- 1. Annexure 1: Scope of work
- 2. Annexure 2: Details of Professional Staff
- 3. Annexure 3: Queries
- 4. Annexure 4: Financial Bid Format
- 5. Annexure 5: Acknowledgement
- 6. Annexure 6: Format of Application
- 7. Annexure 7: Service Agreement Format
- 8. Annexure 8: Bank Details
- 9. Annexure 9: Eligibility Criteria
- 10. Annexure 10: Code of Integrity

Scope of Work

- 1. The project comprises designing of the logo for ECCGC Ltd., which is functioning under the administrative control of Department of Commerce, Ministry of Commerce & Industry, Government of India.
- 2. The logo should communicate the role and objectives of the ECGC Ltd. A brief of the roles and objectives of the ECGC Ltd. is given below:
 - ECGC Ltd., a premier Export Credit Agency (ECA) of Government of India (GOI) established in 1957, provides credit insurance covers to exporters against non-payment risks by the overseas buyers due to Commercial and Political reasons. It also provides insurance covers to banks against risks in export credit lending to the exporter borrowers. ECGC endeavors to support Indian Export Industry with its experience, expertise and underlying commitment to progress and advance of India's exports. ECGC promotes both Short Term (ST) exports (i.e., export realization within one year) and Medium and Long Term (MLT) exports (i.e., export realization extending over a period of more than one year). Further, ECGC also provides Customized Covers to meet specific requests of exporters. It has also introduced Factoring facility to MSME Sector and cover in foreign currency to Special Economic Zone Exporters.

ECGC Ltd., was set up in 1957 with the objective of promoting exports from the country by providing Credit Risk Insurance and related services for exports. It is managed by Board of Directors comprising representatives of the Government, Reserve Bank of India, banking, and insurance and exporting community. Over the years it has designed different export credit risk insurance products to suit the requirements of Indian exporters and commercial banks extending export credit.

How does ECGC help exporters?

- ECGC Offers insurance protection to exporters against payment risks.
- Provides guidance in export-related activities.

- Makes available information on different countries with its own credit ratings.
- Makes it easy to obtain export finance from banks/financial institutions.
- Assists exporters in recovering bad debts.
- Provides information on credit-worthiness of overseas buyers.

For more information, log on to http://www.ecgc.in

- 3. The logo should reflect the business activity of the Company as well as capture Growth, Stability and Dynamism.
- 4. The logo should be simple but unique and should communicate the essence of the Company clearly and precisely.
- 5. A tagline may also be incorporated along with the symbol if it would enhance the impact of the symbol.
- 6. Target Audience will be the Exporters, Bankers, International Market, Business Fraternity, Decision makers, Investors, Missions abroad and the World at large.
- 7. The logo should be scalable in both small and large sizes (It should look good both on the visiting cards and on a billboard).
- 8. The logo should be aesthetically balanced, no one element should overpower the rest of the elements, the symbol and the tagline used should be balanced.
- 9. The logo should not resemble any other brands logo or elements should not be taken from competitor brand logos.
- 10. The printed copies of the logo should be submitted along with their versions in color and scalability. The concept notes should be attached along with each design submitted.

11. Agencies need to have a strong design and aesthetic sense with comprehensive ability to conceive and execute design ideas. Prior experience of handling a similar project will be an added advantage.

Creative Agency Delivery

- 12. The digital and printed copies of the logo should be submitted along with their versions in colour and scalability. The concept notes should be attached along with each design submitted.
- 13. The designs must be submitted in PNG/JPEG format with transparent background in a Compact Disk (CD).
- 14. Logo designed should be compatible so that it is usable on the website/social media such as Twitter/Facebook and on printed materials such as b/w press releases, stationery and signage, labels, etc.
- 15. The Agency shall provide all necessary and incidental support for registering the newly designed logo with Registrar of Trademarks as a proprietary mark of ECGC.

Note: It may be required that the selected bidder may have to prepare report, make power-point presentations before officials of the Company and submit final design to the satisfaction of the Company.

Time period: Time is of essence in the performance of the said services. The assignment should be completed within 30 days of signing the Agreement

Details of Professional staff

Details of Professional staff who will be engaged for the project

(Separate Sheet for every Staff member who 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 Agency
- 6. Professional Qualifications
- 7. Experience

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

Queries Format

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

Note: The queries may be communicated only through the e-mail id provided, marketing@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.

Price / Financial Bid Format

PRICE/FINANCIAL BID FOR DESIGNING OF NEW LOGO OF ECGC LTD.

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

AGENCY NAME:		
ADDRESS:		_
CONTACT PERSON:		
PHONE NUMBER:		
EMAIL:		
WEB SITE:		

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

Sr. No.	Description of Services	Amount in INR
1.	Designing of New Logo of ECGC Ltd.	
2.	The digital and printed copies of the logo should be	
	submitted along with their versions in colour and	
	scalability. The concept notes should be attached	
	along with each design submitted.	

Terms and Conditions:

- 1) The above quoted fee is **inclusive of all expenses excluding taxes**.
- We undertake to deliver all the deliverables as envisaged in the Proposal / Agreement and 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.
5)	Fee should be quoted in INR and in two decimal points only.
Signa	ture of the Authorized Signatory of Agency
Name	
	nation:
_	
	act no. (Mobile):
Email	ld:
Agend	cy Seal:

Acknowledgement

Date:

To,

General Manager (NMD),

ECGC Limited,

ECGC Bhawan, CTS No.393,393/1 to 45,

M.V Road, Andheri East, Mumbai - 400069

Dear Sir/Madam,

Subject: Response to the Request for Tender for "Designing of New Logo of ECGC Ltd."

- 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 as stated in the Bid.
- 2. If our Bid is accepted, we undertake to abide by all the terms and conditions as set out in the 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/changes 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 Agency	
(Agency Seal)	
Name:	
Designation:	
Contact No (Mobile):	Email ID:

Format for Application

ईसीजीसी लिमिटेड

ECGC Limited

सी आई एन : यू74999एम एच1957जीओआई010918, आई आर डी ए पंजीकरण संख्या - 124

CIN: U74999MH1957GOI010918, IRDA Registration no - 124 Application format for selection of Agency for Designing of New Logo for ECGC Ltd.

क्रसं	विवरण	
Sr.	Particulars	
1	Name and Address of the Agency	
2	Registration Number	
3	Management Details	
4	Number of employees	
5	Whether the agency have been prohibited /debarred by any Regulatory Authority or under any Statutory Law.	
6	Details of consultancy/services provided to Central Government/ State Government/ PSU's/ PSB's/ Insurance Companies/MNCs/Corporates etc a) No. of companies b) Name of the company c) Mention nature of office & location d) Period for which services were given	
7	Turnover of the Agency	
8	Details of similar assignments (logo designing) completed within last 3 years along with logo creatives	

क्रसं	विवरण	
Sr.	Particulars	
	and completion certificate from the entity.	
9	Any other relevant information	

Kindly attach relevant documents in support of the abovementioned information.

Kindly attach appointment letter including scope of Services rendered and completion certificate in support of engagements as mentioned in para 6 above.

Declaration

मैं/हम उपरोक्त सूचना हमारे सर्वोत्तम जानकारी के अनुसार सही है।

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

हम एतदद्वारा सहमत एवं वचनबद्ध हैं कि हमने प्रत्यक्ष अथवा किसी अन्य व्यक्ति अथवा फर्म के जिए, किसी भी प्रकार का लाभ प्राप्त करने के उद्देश्य से, ईसीजीसी के किसी कर्मचारी जो कि बोली/प्रस्ताव की प्रक्रिया एवं/अथवा अनुमोदन में शामिल है को अथवा किसी तीसरे पक्ष को, प्रस्ताव के पूर्व अथवा प्रक्रिया के दौरान अथवा प्रक्रिया के बाद एवं/अथवा हमारे प्रस्ताव/बोली के अनुमोदन के बाद, कोई भी ऐसी वस्तु अथवा अन्य कोई लाभ, जिसके लिए वह कानूनी रूप से हकदार नहीं है, प्रदान करने की पेशकश, वादा अथवा प्रदान नहीं किया है न ही हम पेशकश, वादा अथवा प्रदान करेंगे।

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.

स्थान : मुंबई मोहर के साथ हस्ताक्षर

Place: MUMBAI Signature with Seaिदनांक /Date:

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 []/[]/2023),

BY AND BETWEEN:

ECGC Limited, a Public Sector Enterprise wholly owned by Government of India, having its registered office at ECGC Bhawan, CTS No.393,393/1 to 45, M.V Road Andheri East, Mumbai - 400069 (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

Company and the Agency 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 Agency is, *inter alia*, involved in the business of providing Creative and Designing of Logo.
- 3. The Company floated Request for Tender having reference: **ECGC/NMD/100/Tender-02/2022-23** (hereinafter referred to as "the said RFT")
- 4. The Agency has become the successful bidder in the said RFT and the Company has selected the Agency to provide services as mentioned in the

Annexure 1 of the Tender Document and the Agency has agreed to provide the said services, as they undertake to 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. "Agency" is the successful Bidder to whom notification of award has been given by ECGC.
- ii. "The Services" means the scope of services which the Agency is required to provide to ECGC under the Contract.
- iii. "The Contract" means the agreement entered into between ECGC and the Agency, and signed by the parties, including RFT along with all attachments and appendices thereto and all documents incorporated by reference therein;
- iv. "The Contract Price" means the price payable to the Agency under the Contract for the full and proper performance of its contractual obligations;
- v. "TCC" means the Terms and Conditions of the Contract:
- vi. "The Project/Assignment" means providing services for Designing of New Logo of ECGC Ltd.
- vii. "The Project Site" means designated locations of ECGC as may be specified in RFT.
- viii. Confidential Information means all the information of the Company which is disclosed to the Agency 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, Auditors, 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 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 Agency to provide the 'Services' clearly set out under the 'Scope of Work as per Annexure 1 hereto with effect from XX.XX.XXX ("Effective Date") and within a period of 30 days from such effective date and the Agency hereby agrees to provide the Services in accordance with the terms and conditions as set out herein.
- 2.2. The Agency, acting as an independent contractor, shall provide the Services ("Services") and the Deliverables ("Deliverables"), as per the Annexure 1 of the RFT.

3. PAYMENT TERMS

- 3.1. No advance payment will be made to the Agency
- 3.2. Fees payable for the services shall be Rs. ----- (Rupees ------ only) which is exclusive of taxes and shall be paid as under:

SI. No.	Timeline	Payment
1	On presentation of first draft	25%
2	On final presentation to the	65%
	satisfaction of the Company	
3	On Logo being registered in the	10%
	Company's name	

However, same can be revised as per requirements of the selected Agency.

- 3.3. Payment shall be made in Indian Rupees (INR) only.
- 3.4. 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.
- 3.5. Payments shall be made only on receipt of invoice from the Agency.
- 3.6. It may be noted that ECGC shall not pay any additional 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. All payments shall be subject to TDS and any other taxes as per the tax rules prevalent at the time of payment.

4. AGENCY'S RESPONSIBILITIES

- 4.1. The Agency shall be responsible for:
 - 4.1.1. Providing the Services to be delivered or rendered hereunder within the prescribed timeline, of the type and quality as specified in the relevant Scope of Work.
 - 4.1.2. Complying with Company's internal guidelines, procedures, instructions, manuals, scrutiny lists, further specifics and requirements ("Guidelines") in relation to the Services, as may be provided in writing by the Company to the Agency. 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. Ensuring that the deliverables do not infringe any third party's Intellectual Property Rights.

- 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 by way of providing the necessary information, documents, supplies and such other facilities as set out in relevant Scope of Work.
 - 5.1.2. Performing all other general acts as may be necessary to enable the Agency to efficiently provide the Services.

6. Service Delivery Location

The major scope of work as mentioned above will be required to be delivered at ECGC Bhawan, CTS No.393,393/1 to 45, M.V Road, Andheri East, Mumbai – 400069. The Team may also be required to travel for meetings with / discussions with / presentations as per requirement of ECGC 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 Agency.
- 7.2. The Agency 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 Agency.
- 7.3. It is however hereby clarified that if the Deliverables incorporate any preexisting intellectual property rights of the Company, the rights therein shall continue to vest with the Company.
- 7.4. 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.

- 7.5. The Agency will be required to submit the original drawing or digital file of the logo to the Company.
- 7.6. Agency acknowledges and agrees that all rights, title and interest in and to all Intellectual Property Rights in the logo including rights in the drawings, text or any other content submitted to the Company in this regard shall be solely and exclusively owned by the Company
- 7.7. The Agency represent and warrant that their own original work/creation do not infringe the intellectual property rights of any third party and the original work/creation do not resemble any other brand logo or elements taken from competitor brand logos.

8. Non-Disclosure:

- 8.1. The Company shall be deemed to be the owner of all Confidential Information.
- 8.2. The Agency 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 Agency 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 Agency 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 Agency and any such person/s shall be forwarded to the Company promptly thereafter. Prior to disclosing any Confidential Information to such person/s, the Agency shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information.
- 8.4. The Agency 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 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 Agency under this Agreement.
- 9.4. Agency 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 Agency, and shall produce the same for records of ECGC and / or its Auditors and / or its Regulator.

10. WARRANTY & WARRANTY DISCLAIMER

10.1. The Agency hereby warrants that the Agency 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 Agency's field.

11. TIME PERIOD AND TERMINATION

- 11.1. The Agency would be required to submit final reports within 30 days. The time period can be extended by the Company, if required.
- 11.2. The term of this agreement shall be 90 days from date of signing.
- 11.3. 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 Agency and give a period of further maximum 7 (seven) 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 by giving a written notice of 2 (two) days.
- 11.4. In the event of termination of this Agreement, the Agency's services shall stand cancelled effective from the date of termination of this Agreement. Without final deliverable, no amount shall be payable to the Agency in the event of such termination.
- 11.5. In case of any loss or damage due to default on the part of the Agency in performing any of its obligations with regard to executing the scope of work under this Agreement, the Agency shall compensate the Company for any such loss, damages or other costs, incurred by ECGC.

12.LIQUIDATED DAMAGES

- a. The Agency shall adhere to the terms and conditions and all the requirements laid down in the RFT Documents and this Agreement. In the event of delay in performance, as per the requirements of this Agreement and where the Agency is solely responsible, the Agency shall be liable to pay Liquidated Damages at 10% of the Contract Price.
- b. Any such Liquidated Damages when levied may be offset as against any pending payment/future payment by the Company to the Agency.
- c. All Liquidated Damages levied shall be exclusive of each other. The aggregate

Liquidated Damages at any point of time should not exceed 50% of the Contract value. If the liquidated damages exceed this amount, ECGC reserves the right to terminate this Agreement by giving 15 days' notice in writing and or pursue other remedies available under the Agreement.

d. Any such recovery of Liquidated Damages shall not in any way relieve the Agency from any of its obligations to complete the work or from any other obligations and liabilities under this Agreement.

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. Agency agrees and undertakes that they have not directly or through any other person or firm offered, promised or given nor shall offer, promise or give, to any employee of the Company involved in the processing and/or approval of their bid/tender 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 bid/tender.
- 13.4. 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.
- 13.5. The relationship between Company and Agency 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.
- 13.6. This Agreement shall not be assigned by either party without the prior written consent of the other party.
- 13.7. 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.
- 13.8. 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.
- 13.9. 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.
- 13.10. 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.
- 13.11. 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.

13.12. Force Majeure:

Notwithstanding the provisions of the Terms and Conditions of Contract, the Agency 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 Agency and not involving the Agency'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 Agency shall promptly notify the Company in writing of such condition and the cause thereof. Unless otherwise directed by the Company in writing, the Agency 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.

AGENCY

the "Company" aforesaid,

through its authorised signatory

For and on behalf of

AGENCY

the "Agency" aforesaid,

through its authorised signatory

NAME:	NAME:	_
DESIGNATION: GM(NMD)	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 Agency
(Agency Seal)
Name
Designation
Contact No (Mobile)
Email Id

Eligibility criteria

The bidders must fulfill following eligibility criteria:

- a) The bidder must be a Creative Agency having its own establishment in Mumbai, India.
- b) Agency should be established as a Business Entity for minimum 20 years.
- c) The Creative Agency should have a minimum experience of 15 years in creative designing.
- d) Agency should have a minimum of Rs 30 crore turnover in last 3 financial years.
- e) Agency should have in-house media lab facility.
- f) Should have accreditation by Prasar Bharti/INS.

Annexure – 10 CODE OF INTEGRITY

DECLARATION

I/We_working as__in___(name of the Agency and complete address in full be mentioned), hereby solemnly affirm and declare that I have been authorized by the Agency to sign the bids. I, hereby declare and certify, on behalf of the Agency, that we have accepted all the terms & conditions mentioned in the RFT and we shall abide by all the terms & conditions of the Contract.

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

I/we further declare that in relation to my/our Bid submitted to ECGC, in response to /we......hereby undertake that I/we shall abide by the Code of Integrity and make disclosure as to any Conflict of Interest at all times, and understand that any breach of the Code of Integrity will render me/us liable to be removed from the list of registered Bidders, and would also subject me/us to other punitive and penal action such as cancellation of contracts, banning, debarring and blacklisting or action in the Court of Law, and so on.

Signature of Authorized Signatory of the Agency with Seal & Stamp

Date :	Place:
Name:	
Designation:	
Address:	
	***** End of Document *****