



(A Government of India Enterprise)

You focus on exports. We cover the risks.

NOTICE INVITING APPLICATIONS

For Empanelment of Equity Brokers with ECGC Limited

Ref: ECGC/Tender- INV / 02/2024-25

Date: 19/09/2024

ECGC LIMITED

ECGC Bhawan,

CTS No. 393, 393/1-45, Village Gundavali, M.V. Road, Andheri (East),

Mumbai – 400069

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Section 1

1. Introduction

1.1. About ECGC

1.1.1 ECGC Ltd. is a Public Sector Enterprise wholly owned by Government of India, set up in 1957 with the objective of promoting exports from the country by providing credit risk insurance and related services for exports. It functions under the administrative control of Ministry of Commerce and Industry and is managed by a Board of Directors comprising representatives of the Government, Reserve Bank of India, Banking, insurance and exporting community. ECGC Ltd is registered with IRDAI under general insurance category bearing registration number 124.

1.1.2 Over the years it has designed different export credit risk insurance products to suit the requirements of Indian exporters and commercial banks. ECGC is essentially an export promotion organization, seeking to improve the competitiveness of the Indian exports by providing them with credit insurance covers. The present paid up capital of the Company is Rs.4338 crore and the authorized capital is Rs.10000 crore.

1.1.3 For further information, visit our website www.ecgc.in.

1.2. Invitation

1.2.1 ECGC Limited (hereinafter referred to as 'ECGC'), invites Applications from interested and eligible Equity Brokers for empanelment with ECGC (hereinafter referred to as 'Broker'). It may be noted that all existing empaneled Equity Brokers with ECGC as well as those who are not empaneled with ECGC as of now, but are desirous of being empaneled, are required to submit their application as per this Notice.

1.2.2 The Applications along with other documents would be received in physical form only.

1.2.3 The Equity Brokers are advised to study the Notice document carefully. Submission of Application shall be deemed to have been done after careful study and examination of the Notice with full understanding of its implications and at sole discretion of the Broker.

1.2.4 Please note that all the required information as sought in the Application shall be provided by the Brokers. Incomplete information may lead to rejection of the application. The Company reserves the right to change the dates mentioned in this document, and shall be displayed on ECGC's website. The information provided in response to this Notice will become the property of ECGC and will not be returned. ECGC reserves the right to amend, rescind or reissue this Notice and all subsequent amendments, if any to this Notice. Amendments or changes shall be communicated directly and/or displayed at ECGC's website only.

1.3. Schedule of events

Date of Notice / Advertisement	19.09.2024
Last Date to submit the queries	25.09.2024
Clarification Publication Date	30.09.2024
Last date of submission of Application	09.10.2024 05:30 PM
Contact Details: Manager: 022 -66590782 / 9323074599 AGM: 022-66590791 / 9820009331 DGM & Chief Investment Officer (CIO): 022-66590736 / 9967692221	
Address for Communication and submission of Application.	Chief Investment Officer ECGC Bhawan, CTS No. 393, 393/1-45, Village Gundavali, M.V. Road, Andheri (East), Mumbai – 400069
All correspondence / queries relating to this Notice should be sent to the following email ID only	investment@ecgc.in

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

Section 2

2. Disclaimer

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

This Notice is neither an agreement nor an offer and is only an invitation by ECGC to the interested parties for submission of Application. No contractual obligation whatsoever shall arise from the Notice process. This document should be read in its entirety. The purpose of this Notice is to provide the Broker(s) with information to assist the formulation of their Application.

This Notice does not claim to contain all the information each Broker may require. Each Broker should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information of this Notice 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 may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Notice. ECGC reserves the right to reject any or all the application 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.

Section – 3

3. General Instructions

- 3.1 Before applying, the Broker(s) are requested to visit the ECGC website <https://www.ecgc.in> and also carefully examine the Notice document and all the Terms and Conditions, and if there appears to be any ambiguity, they should immediately refer the matter to ECGC for clarifications.
- 3.2 While this document has been prepared in good faith, neither ECGC nor any of its Employees makes representation or warranty or shall have any liability to any person, including any applicant or Broker under any law, statutes, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Notice or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of Notice and any assessment, assumption, statement or information contained therein or deemed to form part of this Notice or arising in any way for participation in this application process.
- 3.3 Interested Equity Brokers fulfilling the eligibility criterion as outlined in Annexure – 1 can submit their application.
- 3.4 The Broker, for the purpose of making the Application, shall complete in all respects, the application form(s) forming a part of the Notice, 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.
- 3.5 The Application shall be signed by a person or persons duly authorized by the Broker with signature duly attested along with the seal of the Company/Firm.
- 3.6 The Application shall contain the address, Tel. No./Mobile No. and e-mail id of the Broker, for the purposes of serving notices required to be given to the Broker in connection with their Application.
- 3.7 The Application 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.

- 3.8 The Broker, irrespective of its participation in the application process, shall treat the details of the documents as privileged, secret and confidential.
- 3.9 ECGC shall have the right to reject any Application without assigning any reason whatsoever. ECGC also reserves the right to re-issue the Notice or cancel the entire Notice process altogether.
- 3.10 The Broker should ensure that there are no cuttings, over-writings, and illegible or undecipherable figures to indicate their application. All such Application may be disqualified on this ground alone. The decision of ECGC shall be final and binding on the Broker.
- 3.11 Each Broker can submit only one Application.
- 3.12 Partial or Incomplete Application will not be accepted and shall stand rejected.
- 3.13 The Broker should commit to provide the services desired by ECGC for the entire duration of the empanelment, at the brokerage mentioned in the Empanelment Letter at Annexure – 6 herein and as per the terms and conditions.
- 3.14 All amounts required to be mentioned in the Application should be written both in figures and in words and if there is any discrepancy between the two, the lower of the two shall be taken into account.
- 3.15 No questions or items in the application 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. Application Forms with blank columns or unsigned forms will be summarily rejected.
- 3.16 Application not conforming to the requirement of the Notice may not be considered by ECGC. However, ECGC reserves the right at any time to waive any of the requirements of the Notice.
- 3.17 Application must be received by ECGC at the address specified, no later than the date & time specified in the "Schedule of Events"
- 3.18 ECGC is not responsible for non-receipt of application within the specified date due to any reason including postal delays or holidays.
- 3.19 Any Application received after the deadline for submission of Application prescribed, will be rejected and subsequently destroyed. No Application shall be returned.
- 3.20 ECGC may, at its discretion, extend the deadline for submission of Application by amending the appropriate terms and conditions in the Notice Document, in

which case, all rights and obligations of ECGC and Brokers previously subject to the deadline will thereafter be subject to the extended deadline, which would also be advised to all the interested Brokers on ECGC's website.

3.21 ECGC reserves the right to accept or reject any Application or to cancel the empanelment process and reject all Application at any time prior to empanelment, without incurring any liability to the affected Broker or Broker(s). All decisions taken by ECGC are binding and final.

3.22 ECGC reserves the right to verify the veracity of application information and reject any application, where the contents are found incorrect whether partially or fully, at the time during the process of Notice or even after the empanelment process.

3.23 The application is liable to be rejected in the following cases:

- i. Application not submitted in accordance with the Notice and prescribed format;
- ii. Application received in incomplete format;
- iii. Application is not accompanied by all requisite documents;
- iv. Application is received after the due date;

3.24 The application once submitted cannot be modified or altered except as provided under this Notice.

3.25 The Broker shall bear all costs associated with the preparation and submission of its Application, and ECGC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the empanelment process.

3.26 Scope of Work:

The detailed Scope of Work is defined in Annexure – 2 of this Notice.

3.27 Queries:

The Broker(s) having any doubt/ queries/ concerns with any clause of this Notice, shall raise their concern before the date as mentioned in the "Schedule of Events" for "Last date to submit the queries" in the format annexed at Annexure – 7 only to the email id provided investment@ecgc.in. The Brokers are expected to use the opportunity to have all their queries answered. ECGC will not be liable to accept or provide any explanation towards any doubt/ concerns later on whatever the same may be.

ECGC would issue clarifications/ amendments in writing via e-mail/website and the same will become part of this Notice. It would be responsibility of the Broker to check the website before final submission of their Applications.

3.28 Applying process

3.28.1 Language of Application

The Application prepared by the Broker, as well as all correspondence and documents relating to the Application exchanged by the Broker and ECGC and supporting documents and printed literature shall be submitted in English.

3.28.2 Preparation of Application

- (i) The eligible and interested Brokers should submit their application in a sealed non-window envelope superscripted with **‘Application for Empanelment of Equity Broker with ECGC’**. The envelope shall be addressed to ECGC at the said address given in Schedule of Events. The envelope shall contain completely filled documents in the following Order:
 - (a) Acknowledgment – Annexure 3
 - (b) Application Form - Annexure 4
 - (c) Code of Integrity – Annexure 5
 - (d) SEBI Registration Certificate of NSE/BSE.
 - (e) Membership Certificate of NSE/BSE.
 - (f) Memorandum of Association and Article of Association.
 - (g) Audited Annual Report for Last three financial years. (2021-22, 2022-23, 2023-24)
 - (h) Latest Net-worth Certificate as per L.C. Gupta Committee Report (2023-24)
 - (i) Status Report of NSE/BSE.
 - (j) Details of the firm, directors and/or Dominant Promoter Group Members and KMP with proper documentation
 - (k) List of already published Research Reports during previous financial year
 - (l) Undertaking from the Director and Company that SEBI or any other regulator has not initiated any action against the firm/company in

past and no criminal litigation or money laundering case is pending against any of the directors of the Company.

- (m) Documentary evidence to support fulfilment of eligibility criteria mentioned at Annexure – 1.
- (ii) The envelope should indicate the name and address of the Broker on the cover.
- (iii) If the envelope is not sealed and marked, ECGC will assume no responsibility for any misplacement or its premature opening.
- (iv) The documents like formats, supporting documents as mentioned above etc. should be submitted in one lot in one envelope.
- (v) Any Application not conforming to the above list of documents will be rejected.

3.28.3 Period of Validity of Applications

- (i) The Application shall remain valid up to issue of empanelment letter or for a period of 90 (Ninety) days, whichever is earlier, from the date of opening of the Applications. Broker shall not be entitled during this period to revoke or vary the content of the Application or any term thereof. In such case of making any variation subsequent to submission of Application, the offer shall be treated as “REJECTED”. ECGC may debar such Brokers from any future Notices/RFTs/RFPs/Contracts who revoke or vary the content of Application or any term after the last date for submission of their Application.
- (ii) The Company reserves the right to call for fresh Applications or any other documents any time during the validity period of the Application, if considered necessary.

3.28.4 Modification and Withdrawal of Application

- (i) The Broker, if after evincing interest in participating in the applying process and submitted their queries, wishes to withdraw from the applying process or modify their application, the Broker may do so without any penal action including debarment or exclusion from future Notices/ RFPs / contracts / business, provided the Broker submits its decision to the Company in

writing, along with its reasons for the same prior to the deadline prescribed for submission of Application. Withdrawn application will be returned unopened to the Brokers.

- (ii) The Broker may modify or withdraw its Application once it is submitted, provided that written notice of the modification, including substitution or withdrawal of the application, is received by ECGC, prior to the deadline prescribed for submission of Applications, the Broker may do so without any penal action including debarment or exclusion from any future Notices/ RFPs / contracts / business, provided the Broker submits its decision to the Company in writing, along with its reasons for the same.
- (iii) No Application shall be modified after the deadline for submission of Application.
- (iv) No Application may be withdrawn in the interval between the deadline for submission of Application and the expiration of the period of Application validity. Withdrawal of Application during this interval may result in action including debarment or exclusion from any future Notices / RFPs / contracts / business.

3.29 Opening and evaluation of application

3.29.1 Opening of Application by ECGC

- (i) ECGC reserves the right to open the Application soon after the last date of submission of application specified in the Notice.
- (ii) ECGC will examine the Application to determine whether they are complete, whether the required formats have been furnished, the documents have been properly signed, and that the Application are generally in order.
- (iii) Prior to the detailed evaluation, ECGC will determine the responsiveness of each Application to the Notice. For purposes of these clauses, a responsive Application is one, which conforms to all the terms and conditions of the Notice without any deviations and changes.
- (iv) Only those Application which have been found to be in conformity of the terms and conditions of Notice during the preliminary evaluation would be taken up by ECGC for further detailed evaluation.

(v) No Broker shall contact ECGC on any matter relating to its Application, from the time of opening of Application to the time the empanelment process is concluded.

(vi) Any effort by a Broker to influence ECGC in its decisions on Application evaluation may result in the rejection of their Application and barring from any future Notices / contracts / business with ECGC.

3.29.2 Evaluation of Application and Scoring

Applications fulfilling the Minimum Qualifying Criteria (MQC) as per Annexure-1, shall further be evaluated against the parameters as detailed below and scored based on requirement and metrics

Sr. No	Criteria		Marking	Max Marks
1	Entity Type	Partnership firms and LLP	10	20
		Unlisted companies	15	
		Listed Companies	20	
2	Net worth	10 crore -upto 50 crore	10	20
		Above 50- upto100 crore	15	
		Above100 crore	20	
3	Experience	3 upto 5 years combined experience (NSE/BSE)	5	15
		Above 5 upto 10 years combined experience (NSE/BSE)	10	
		Above 10 years combined experience (NSE/BSE)	15	
4	Other Empanelment	Empanelled with DIIs- 3 – 15 DIIs	5	20
		Empanelled with DII- 16-30 DIIs	10	
		Empanelled with DII- 31-50 DIIs	15	
		Empanelled with DII- above 50 DIIs	20	
5	Turnover	100 crore upto 1000 crore	5	25
		Above 1000 crore upto 2000 crore	10	
		Above 2000 crore upto 5000 crore	15	
		Above 5000 crore upto 10000 crore	20	
		Above 10000 crore	25	
Total Marks				100

Section – 4

4. Empanelment Criteria

The eligible Brokers scoring 55 or more marks out of 100 marks on the parameters in Section 3 of this Notice will be selected for empanelment. ECGC will send the Empanelment letter confirming that their Application has been accepted. The Empanelment letter will constitute the formation of the offer for empanelment. The selected Brokers should convey acceptance for empanelment by returning duly signed and stamped duplicate copy of the Empanelment letter within 07 (seven) days of receipt of the communication. The selected Brokers shall also submit the Non-Disclosure Agreement as annexed at Annexure – 8 along with the duly accepted Empanelment Letter. In case any Broker fails to accept the Empanelment letter, they will be barred for participation in further Notices/RFPs/RFTs etc. of ECGC. The draft of letter of empanelment containing terms of empanelment is annexed herein below and marked as Annexure – 6. ECGC reserves the right to alter / vary / amend / modify all or any of the terms and conditions as set out in the said draft of Letter of Empanelment before the same is issued to successful brokers.

However, ECGC shall be under no obligation to accept any application received and shall be entitled to reject any or all application without assigning any reason whatsoever.

Section – 5

TERMS AND CONDITIONS OF EMPANELMENT

As stated in draft Letter of Empanelment at Annexure 6.

Annexure 1: Eligibility Criteria

Interested Equity Brokers fulfilling the minimum qualifying criteria (MQC) as outlined below may submit their application as per the procedure prescribed under this Notice.

Sr. No.	Criteria	Requirement
1	Entity Type	Only Corporate Entities shall be considered for empanelment. The entity may be Listed Public Ltd., LLP, Public Ltd., Pvt. Ltd etc. In other words, Proprietary entities shall not be empanelled as broker.
2	Net-worth	Minimum Net Worth of Rs. 10 Crores as per latest Audited Financial Statements (As per L C Gupta Committee Report)
3	Experience	Combined Minimum three years of experience on both the exchanges (BSE & NSE) and shall have valid SEBI Registration certificate for at-least 5 (five) preceding financial year
4	Compliance	No penalty under SEBI- (Prevention of fraudulent and unfair trade practices relating to Security market) Regulations and other extant regulations as the case maybe in the past 3 financial years.
5	Other Empanelment	Empanelled with at least three (3) Domestic Institutional Investors as a broker.
6	Turnover	Minimum Turnover of Rs. 100 Crores in the cash segment only for the previous Financial Year before empanelment
7	Profit Making	Profit-Making entity for at-least 3 (three) preceding financial years
8	Research Report	Shall have Research facilities (SEBI compliant)
9	Litigation	No criminal litigation or money laundering case should be pending against any of the directors of entity, promoters and Key Management Personnel.
10	Bank Reference	Relevant information as regards financial standing/status and conduct of the Applicant Broker to be obtained through their bankers.

Annexure 2: Scope of Work

Indicative (not exhaustive) scope of work will be-

- (a) Broker shall execute equity orders strictly as per ECGC instructions.
- (b) Order shall be confirmed through the recorded line.
- (c) Broker shall share contract note of the confirmed order through email on the same day.
- (d) Broker shall report the executed orders through NSDL STeADY platform with in stipulated time frame.
- (e) Broker may be required to provide the market information, research reports and other inputs from time to time.

NOTE: The scope of work is only indicative and may subject to change during the terms of empanelment.

Annexure 3: Acknowledgement

Date:

To,

Chief Investment Officer

Investment Department,

ECGC Limited,

3rd Floor, ECGC Bhawan, CTS No. 393, 393/1-45, Village,

Gundavali, M.V. Road, Andheri (East),

Nariman Point,

Mumbai - 400069

Dear Sir/Madam,

Subject: Response to the Notice inviting Applications for Empanelment of Equity Brokers with ECGC Limited.

1. Having examined the Notice, the receipt of which is hereby duly acknowledged, we, the undersigned express our interest for being empanelled with ECGC as Equity Brokers and to provide services in accordance with the scope of work as stated in the Notice within the fixed brokerage stated in the Notice.
2. If our Application is accepted, we undertake to abide by all terms and conditions of this Notice.
3. I/ We certify that neither our entity nor any of constituent Partners/Directors have been debarred to participate in this Notice/EOI/Tender, etc. by ECGC or any other government body and/or Public Sector entities like SEBI, IRDAI, RBI, etc. during the last 3 (three) years prior to the date of this Notice.
4. I/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 Application 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.

5. We agree that ECGC reserves the right to amend, rescind or reissue this Notice and all amendments any time during the Application process.
6. We agree that we have no objection with any of the clauses and application process of this Notice.

.....

Signature of the authorized Signatory of Company/Firm

(Company/Firm Seal)

Name :

Designation :

Contact No (Mobile) :

Email ID :

Annexure 4: 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 for Empanelment as Equity Broker with ECGC Limited

1. Name of the Firm / Company:

PAN	GST	CIN	LEI

**Please attach documentary proof*

Are you already empaneled with ECGC: Yes/No

2. Type of Firm / Company:

Public Limited	Private Limited
Partnership / LLP	Others: Please specify

**Please attach documentary proof*

3. Whether Firm/Company is Listed: Yes/No

4. Registered Address:

5. Address of Dealing Office/s - Institutional Desk:

6. Back Office address:

7. Email Address to receive trade confirmation from ECGC:

8. Registration Details:

	NSE	BSE
SEBI Registration No		
Date of SEBI Registration		
Exchange Membership No		
Number of Years Experience as a Stock Broker		

9. Penalty

Has there been any penalty that was awarded to the entity during immediately preceding or Current Financial year by SEBI, NSE, BSE?	YES	NO	
If "YES", then number of such instances	[] by SEBI	[] by NSE	[] by BSE
Attach Latest Status Report by respective authority give full details like date, amount, and reason for the same			

10. Trade Volume / Turnover (Audited Figures) (Rs. Crore)

	Cash	
Financial year	NSE	BSE
FY 2023-2024		
FY 2022-2023		
FY 2021-2022		

11. Distribution of Turnover between segments (Rs. Crore):

Financial year	Total	Institutional Segment	% of Institutional to Total
FY 2023-2024			

FY 2022-2023			
FY 2021-2022			

Note: Certificates from Stock Exchanges are to be enclosed.

12. Profitability Details (Attach Balance sheet/Income Statement/Free Cash Flow Statement for 3 financial years)

Financial year	Net Profit (Rs in Crores)
FY 2023-2024	
FY 2022-2023	
FY 2021-2022	

13. Net Worth as on 31.03.2024 (Rs. Crore as per LC Gupta Method):

Note: Audited Certificate on Net-worth is to be Enclosed

14. Total No of Employees:

15. (a) Shareholding Pattern of broking firm (specifying DPG [Dominant Promoter Holding])

Sl. No		As on 31/03/2024 (Face Value:)	
Name of Shareholder	No of Shares		% of Total
Total			

Note: Enclose Shareholding Pattern of the Broking Firm duly Certified by Statutory Auditors

(b) Shareholding Pattern of parent / holding company (if applicable)

Sl. No		As on 31/03/ 2024 (Face Value:)	
Name of Shareholder	No of Shares		% of Total
Total			

Note: Enclose Shareholding Pattern of Holding / Parent Company duly certified by Statutory Auditors

16.(a) List of Directors with DIN numbers as on 31/03/2024

Sl. No	Name of the Director	DIN Number

(b) Details of Criminal Investigation / Money Laundering / Insider Trading Investigations if any pending against the Directors, promoters and/or Key Management Personnel : Yes / No

17. Whether any disciplinary proceedings initiated/ imposed/ pending by Stock Exchange/s, SEBI, CBI or any other regulatory authority: Yes/No (If yes, please give full details as under)

Sl. No.	Proceedings initiated by BSE / NSE/ CBI / SEBI/ any other reg. authority	Case details with case number (include Show cause notice SCN also)	Date of action initiated	Penalty imposed (if any)	Present Position

18. Whether any penalty under SEBI- (Prevention of fraudulent and unfair trade practices relating to Security market) Regulations and other extant regulations as the case maybe in the past 3 financial years?: Yes/No

19. Whether any of your group / associate company is empaneled with ECGC for equity trades in cash segment. Yes / No

If yes, please provide details as under:

- i. Name of the company / Broker firm
- ii. Name of Exchange
- iii. Date of Empanelment

20. Whether any of your Directors / DPG shareholder/Partner is close relatives of the Employee of ECGC of India YES / NO

If Yes, Please give the details:

Sl. No.	Name of Director / DPG share holder /partner	Name & SR No. of Employee of Company	Relation with him / her	Since when

21. Other Empanelment (Please attach complete List separately):

Name	Date of Empanelment	NSE/BSE/Both

22. Name of Service Provider providing Live Equity Prices on NSE & BSE: (for example Bloomberg, Cogencies, Ticker Plant, Thomson Reuters, etc.)

23. STP Service Provider

24. Details of Research Facilities / Research Team:

Sr. No	Name	Designation	Qualification	SEBI regn No	Experience

25. Frequency of Research Report: Daily / Weekly / Monthly / Quarterly / Others

26. Details of Reports issued during the year - Sector & Company (List)

Sr No	Sector	No of Companies

Note: Please attach copy of latest research Report

27. Whether the firm has a BCP / DR Plan: Yes/No

घोषणा

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 जरिए, 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 selection of our Application 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 Application."

स्थान : मुंबई

Place: MUMBAI

दिनांक/Date:

मोहर के साथ हस्ताक्षर

Signature with Seal

Annexure 5: CODE OF INTEGRITY

I / We..... (Name)(Designation)

in____(name of the Broker and complete address in full be mentioned), hereby solemnly affirm and declare that I have been authorized by the Broker firm/Company to sign the Application. I, hereby declare and certify, on behalf of the Broking firm/Company, that we have accepted all the terms & conditions mentioned in the Notice and we shall abide by all the terms & conditions of the Document.

I/we further declare that in relation to my/our Application submitted to ECGC, 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 empaneled Brokers, and would also subject me/us to other punitive and penal action such as cancellation of empanelment, banning, debarring and blacklisting or action in the Court of Law, and so on.

I/We undertake to:

- (i) Maintain the highest standards of integrity, promptitude and fairness in conduct of business with ECGC Limited with due care & diligence.
- (ii) Maintain absolute secrecy in all dealings with ECGC.
- (iii) Bring any instances of violations of rules & regulations of NSE / BSE / SEBI or any other regulator/ exchange, by the broking entity, to the notice of the ECGC immediately.
- (iv) Inform any change in its Shareholding pattern/ controlling stake, DPG (Dominant Promoter Group), Name, SEBI Registration Number, change in directorship or any other changes of similar nature immediately to ECGC.
- (v) Understand that if any of the above information is found incorrect or if any of the relevant information is withheld, then ECGC reserves the right to summarily reject the empanelment application form of the broking firm without assigning any reasons therefor.

Signature of Authorized Signatory of the Broker with Seal & Stamp

Date :

Place :

Authorized Signatory

Name and Designation:

(Company/Firm Seal)

Annexure 6: LETTER OF EMPANELMENT FORMAT

Ref No...

Date:

To,

(Name of Broker)

Dear Sir/Madam,

Subject: Empanelment as Equity Broker with ECGC Limited

This has reference to your Application dated..... for empanelment of your Broking Firm/ Company (Broker) as Equity Broker with ECGC (hereinafter referred to as the "Company"). Your Application for empanelment as Equity Broker has been selected by the Company and we are hereby pleased to issue this letter of empanelment.

(NOTE: The Company and the Broker are hereinafter collectively referred to as the "Parties" and individually as "Party".)

Whereas the Company is, *inter alia*, engaged in the business of providing export credit insurance to Indian exporters and banks and the Broker is, *inter alia*, involved in the business of providing Equity broking services.

Whereas the Company had issued a Notice inviting Applications for empanelment of Equity Brokers vide Document with reference: ECGC/Tender-INV/02/2024-25 (hereinafter referred to as "the said Document") and based on the Application submitted, the Broker has been selected and is hereby empaneled for providing services as mentioned in the Annexure 2 of the said Document on the following terms:

1. DEFINITIONS:

In this Letter of Empanelment, the following terms used shall be interpreted as indicated:

- i. "Empaneled Broker" is the successful Equity Broker whose Application has been accepted and to whom this letter of empanelment has been given by ECGC.
- ii. "The Services" means the scope of services which the empanelled Broker is required to provide to ECGC as per Annexure 2 of the said Document.

2. TERM OF EMPANELMENT: The empanelment shall be with effect from XX.XX.XXX ("**Effective Date**") and for the period of ----- year(s) from such effective date and the empaneled Broker hereby agrees to provide the Services as Equity Broker in accordance with the terms and conditions as stipulated below.

3. METHOD FOR JOB ALLOCATION TO EMPANELLED BROKERS:

- 3.1. Empanelment does not guarantee any assignment of work. Assignment will be on need basis as and when required by ECGC.
- 3.2. If any mistake takes place in executing the Company's assignment viz. wrong execution of deals, etc. the empaneled Broker will carry out the assigned work correctly at their own cost and no brokerage for mistaken execution shall be paid.

4. BROKERAGE PAYABLE:

- 4.1. ECGC Limited shall review, from time to time, the brokerage payable to empaneled brokers for purchase and sale of equity trades in secondary market on exchanges. The brokerage payable to the empaneled Broker at present shall be **0.10%** i.e. 10 basis points (plus GST thereon at prevalent rates) of the transaction value purchased or sold. However, ECGC limited may decide on lower brokerage rates for any specific trades executed through such empaneled broker(s) on Stock exchanges. At any point of time, ECGC

Limited may, at its discretion, review and modify brokerage payable. Such changes shall be intimated to the brokers. Brokers who are unwilling to operate at such revised rates shall have the option to exit from panel of ECGC limited.

5. ANNUAL REVIEW:

The Broker empanelment process will be done once in three (3) years. It is to be construed that, by responding to this application, the applicant gives its unequivocal and explicit concurrence for being reviewed by ECGC, by on-site and/or off-site mode, on annual or any other frequency that ECGC may deem fit. The empaneled Broker shall agree and abide by all the terms and conditions that may form part of the Empanelment Letter that may be issued by ECGC at the time of empanelment.

6. RESPONSIBILITIES OF EMPANELLED BROKERS: The empaneled Broker shall be responsible for:

- 6.1. Making all efforts to execute the work assigned by ECGC;
- 6.2. Complying with all applicable laws and regulations in the course of providing the Services.
- 6.3. Ensuring that the execution of work do not infringe any third party's Intellectual Property Rights.
- 6.4. Ensuring the assignment is completed in a timely manner as per timeline as and when provided.
- 6.5. Exercising the same degree of professional competence, care, skill, diligence and prudence as is normally exercised by other Equity Brokers in the field.
- 6.6. Any other responsibilities that may arise during the performance of the services.

7. COMPANY'S RESPONSIBILITIES: The Company, on its part, shall be responsible for:

- 7.1. Providing the necessary instructions/ assistance for delivery of Services by way of providing the necessary information, documents, etc.
- 7.2. Performing all other general acts as may be necessary to enable the Broker to efficiently provide the Services.

8. INDEMNITY AND LIMITATION OF LIABILITY :

- 8.1. 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 Letter of Empanelment, the negligence or willful misconduct of defaulting party, or its employees or agents except for breach of confidentiality and infringement of any intellectual property rights. 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.
- 8.2. In no event shall any party shall be liable to the other party for any indirect, incidental, consequential, special or exemplary or other damages.
- 8.3. Each party's total liability for any damages, losses, costs, liabilities arising out of or in connection under this Notice whether under contract, tort or otherwise shall not exceed an amount equivalent to the total fees paid by the Company to the Broker in a financial year.

9. TERMINATION OF EMPANELMENT:

- 9.1. Any Broker, who is found to be failing in any one or more of the following criteria, at any time during the empaneled period shall cease to remain as empaneled Broker of ECGC:
 - (i) ceases to be a member of a stock exchange;
 - (ii) has been declared defaulter by a stock exchange;
 - (iii) SEBI issues order of suspension or cancellation of certificate of registration as a stockbroker;
 - (iv) surrenders certificate of registration to SEBI;
 - (v) has been found to be not a fit and proper person by SEBI under any regulations;
 - (vi) has been declared insolvent or order for winding up has been passed in the case of a broker;

- (vii) any of the partners or any whole-time director of the broker has been convicted by a court of competent jurisdiction for an offence involving moral turpitude;
 - (viii) has been found to be a non-compliant of any applicable Laws.
- 9.2. The empaneled brokers should always work in the interests of the Company and to the satisfaction of the Company, failing which appropriate action will be taken by the Competent Authority.
- 9.3. Notwithstanding whatever mentioned in this document, ECGC shall have the authority to de- empanel any Broker.
- 9.4. Termination or De-Empanelment for any reason shall not release either party from any liabilities or obligations set forth in or arising from this Empanelment which remain to be performed or by their nature would be intended to be applicable following any such termination or cancellation.
- 9.5. In case of any loss or damage due to default on the part of the empaneled Broker in performing any of its obligations with regard to providing any services as per the scope of work or Work Order, the empaneled Broker shall compensate the Company for any such loss, damages or other costs incurred by the Company.

10. MISCELLANEOUS PROVISIONS:

- 10.1. It is expressly agreed between the parties that the Letter of Empanelment, the Notice Inviting Applications Document, any addendum or corrigendum issued thereafter and the complete Annexures thereto constitute the Entire Agreement between the Parties.
- 10.2. AMENDMENT: The Company does not agree to any proposed addition, alteration, or deletion of any part of this Letter of Empanelment, by the empaneled Broker unless agreed to in writing by both the parties.
- 10.3. All notices, requests, demands or other communications which are required to be given pursuant to the terms of this Letter of Empanelment 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 Letter of Empanelment, or to such other addresses or individual(s) as the Parties may mutually agree in writing from time to time.

- 10.4. The relationship between Company and empaneled Broker is solely that of an Independent contractor and the relationship is on a principal-to-principal basis. Nothing in this Letter of Empanelment, 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.
- 10.5. ASSIGNMENT OR SUB-CONTRACT: This Letter of Empanelment shall not be assigned by Empaneled Broker without the prior written consent of ECGC. ECGC expects the Empaneled Broker having in-house capabilities to deliver the scope of work mentioned in this Document. Sub-contracting of services in whole or part with other entities shall not be permitted. In case the Broker is found to not possess the requisite capabilities, they will be summarily disqualified from the empanelment.
- 10.6. WAIVER: 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.
- 10.7. GOVERNING LAW AND DISPUTE RESOLUTION: 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 empanelment, the subsequent Services or the terms and conditions of the Letter of Empanelment.
- 10.8. FORCE MAJEURE:
Notwithstanding the provisions of Terms and Conditions of this letter of Empanelment, the empaneled Broker 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 empaneled Broker and not involving the empaneled Broker'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 empaneled Broker shall promptly notify ECGC in writing of such condition and the cause thereof. Unless otherwise directed by ECGC in writing, the empaneled Broker 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.

Kindly return the second copy of this Letter of Empanelment signed affixing your seal signifying your acceptance.

For and on behalf of
ECGC Ltd.
the “Company” aforesaid,
through its authorized signatory

NAME :

DESIGNATION : DGM & CIO

Enclosures: As above

We confirm acceptance of all the terms and conditions of the Letter of Empanelment.

(Name of the Broker)

Annexure 7: Queries Format

Sr No	Broker Name	Page No. (document Ref)	Clause (document Ref)	Description in this Document (document Ref)	Query
1					
2					

Note: The queries may be communicated only through the e-mail id provided, investment@ecgc.in Responses of queries will be uploaded on ECGC website or emailed to concerned Broker. 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 – 8: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-disclosure Agreement is made this _____ day of _____ (“**Agreement**”) by and between:

ECGC LIMITED, a company incorporated under the Companies Act, 1956 with CIN U74999MH1957GOI010918 and having its registered office at ECGC Bhawan, CTS No. 393, 393/1 to 45, M.V. Road Andheri (East), Mumbai 400069, Maharashtra, hereinafter referred to as “**ECGC**”, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**

AND

[**Name of Company**], a company incorporated under the Companies Act, [1956/2013] with CIN [•] and having its registered office at [insert], hereinafter referred to as the “[**short name**]”, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, nominees, affiliates and assigns) of the **OTHER PART**

OR

Messrs. [Name of Partnership], a partnership firm constituted under the Partnership Act, 1932, [OR a limited liability partnership firm incorporated under the Limited Liability Partnership Act, 2008 with LLPIN [•]] having PAN [•] and its place of business at [•] acting through its [designated] partners:

- (i) [•] Indian inhabitant, having PAN No. [•], AADHAR No. [•] present address at [•];
and
- (ii) [•] Indian national, having PAN No. [•], AADHAR No. [•] currently residing at [•], hereinafter referred to as “[**short name**]” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all the partners from time to time and the last surviving partner and their respective heirs, executors, administrators and permitted assigns), of the **OTHER PART**

OR

Mr./Ms./Mrs. [Name of the Individual], Indian national, having PAN No. [•], AADHAR No. [•] and currently residing at [•], hereinafter referred to as the “[**short name**]” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its heirs, executors and administrators) of the **OTHER PART**

[Please select the other Party’s title as appropriate from the above options.]

Each Party is individually referred to as “**Party**” and collectively as “**Parties**”.

1. Purpose

- a) ECGC is wholly owned by the Government of India and has been established to provide a range of credit risk insurance and related services to exporters and financial institutions;
- b) The Parties are in the process of evaluating potential business relationship to empanel the Equity Brokers with ECGC (“**Purpose**”) and in connection with the Purpose, either party may disclose (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) certain Confidential Information (as hereinafter defined); and
- c) The Disclosing Party wishes to maintain the confidentiality of the Confidential Information disclosed to the Receiving Party.

- 2. Definition of “Confidential Information”** means, financial and operational information, records, technical data, development schedules, specifications, business forecasts, strategies, targets, processes, trade secrets, know-how, business plans, project plans, research papers, service methodologies, customers or employees data, concepts, ideas, analysis, compilations, studies, summaries, extracts or other documentation and such other proprietary and confidential material/information prepared by the Disclosing Party (and all copies thereof) and shall include “Personal Data” as defined under the Digital Personal Data Protection Act, 2024 (“**DPDP Act**”) and any and all information in the possession of the Disclosing Party or owned or controlled by the Disclosing Party that is not generally known to the public, disclosed by the Disclosing Party (or any third party on behalf of the Disclosing Party) to the Receiving

Party or its Representatives whether orally, in writing, visually, electronically or in other tangible form.

Confidential Information does not include information that:

- (a) is lawfully in the possession of the Receiving Party as evidenced by its written records prior to the time of disclosure; or
- (b) becomes public knowledge prior to or after the time of disclosure, but not as a result of any inaction or action of the Receiving Party; or
- (c) is approved in writing for disclosure to any third party by the Disclosing Party; or
- (d) is rightfully received by Receiving Party from a third party who has no obligation of confidentiality to the Disclosing Party; or
- (e) is independently developed by Receiving Party without use of Confidential Information.

If Confidential Information is required to be disclosed by a court of competent jurisdiction or other governmental authority, the Receiving Party shall notify the Disclosing Party in writing of such required disclosure and cooperate with the Disclosing Party to limit such disclosure to ensure compliance with such requirement of the court or governmental authority.

3. **Non-Disclosure of Confidential Information**

- a) The Receiving Party shall not use the Confidential Information for its own use or for any purpose whatsoever except for the Purpose. Confidential information shall not be reproduced in any form except as required to accomplish the Purpose or any other agreement entered into between the Parties with each other and with any other third party/third parties, who agree to be bound by the confidentiality obligations as contained in this Agreement.
- b) The Receiving Party shall not itself nor shall it permit the disclosure of Confidential Information to third parties , other than its employees, directors, officers, agents, affiliates, consultants or contractors (“**Representatives**”) who are required to have the information in order to carry out necessary actions on a ‘need to know’ basis in relation to the Purpose and who are legally bound in writing to Receiving Party to

maintain and use the Confidential Information in accordance with the terms of this Agreement. The Receiving Party shall require third parties who shall be given access to Confidential Information under this Agreement to execute a separate nondisclosure agreement which shall be substantially similar to this Agreement in content and purpose, prior to such disclosure and shall be required to duly notify the Disclosing Party, in writing immediately.

- c) The Receiving Party hereby acknowledges and agrees that it shall take all necessary measures at its own expense to protect the secrecy of, and avoid unauthorized disclosure and/or use of, the Confidential Information other than for the Purpose and in order to prevent Confidential Information from falling into the public domain and/or the possession of persons other than those persons authorized hereunder to receive and/or possess any Confidential Information, which measures shall include the highest degree of care that is expected from a reasonable person to protect its own confidential information of a similar nature. The Receiving Party shall immediately notify the Disclosing Party, in writing, with regard to any actual, apprehended or alleged misuse or misappropriation of Confidential Information by its Representatives.
- d) The Receiving Party shall indemnify and keep indemnified the Disclosing Party free and harmless from and against any and all demands, claims, damages, loss and all costs, charges and expenses whatsoever (including, without limitation, reasonable attorney's fees and other dispute resolution costs), arising out of or as a result of any breach of the terms and conditions of this Agreement by the Receiving Party including any violation of intellectual property rights by the Receiving Party (including but not limited to infringement of any third party intellectual property rights). The Receiving Party understands that any use or disclosure of such Confidential Information for purposes other than the Purpose including any inadvertent disclosure thereof shall cause immense and irreparable harm, loss, damage and injury (including damage to reputation) to the Disclosing Party. The Receiving Party acknowledges that the Disclosing Party shall be entitled to seek injunctive reliefs against the Receiving Party in case of breach or threatened breach of this

Agreement since monetary relief alone shall not be adequate remedy for breach of this Agreement.

4. Representations, Warranties and Undertakings

- a) Each Party warrants that it has the authority to enter into this Agreement;
- b) The Disclosing Party (being the Data Fiduciary) hereby represents and warrants to the Receiving Party that the Disclosing Party has disclosed the Purpose to the Data Principal and has obtained consent of the Data Principal in accordance with the DPDP Act for disclosing the Confidential Information (containing the Personal Data of the Data Principal) to the Receiving Party or such Confidential Information is being disclosed to the Receiving Party for legitimate purposes in accordance with the DPDP Act;
- c) The Receiving Party (being the Data Processor) hereby represents and warrants to the Disclosing Party and undertakes to:
 - (i) process the Confidential Information (containing the Personal Data of the Data Principal) for the Purpose in accordance with the DPDP Act;
 - (ii) comply with the instructions received from the Disclosing Party in relation to the processing of the Confidential Information;
 - (iii) protect the confidentiality of the Confidential Information to prevent Personal Data breach and shall implement appropriate technical and organisational measures and security safeguards to ensure effective compliance with the DPDP Act and the rules made thereunder;
 - (iv) notify the Disclosing Party of any Personal Data breach and shall also notify the Board constituted under the DPDP Act of such breach in the form and manner prescribed under the DPDP Act; and
 - (v) erase/destroy any Confidential Information (containing the Personal Data of the Data Principal) that was made available by the Disclosing Party for processing to the Receiving Party upon receiving instructions of the Disclosing Party.

For the purposes of this Agreement the terms “Board”, “Data Fiduciary”, “Data Principal”, “Data Processor” and “Personal Data” shall have the same meaning as ascribed to them under the DPDP Act.

5. **No Authority**

The Receiving Party shall have no authority to represent itself as the Disclosing Party's licensee, partner, agent, employee or in any other capacity whatsoever nor shall the Receiving Party attempt to enter into any agreement on the Disclosing Party's behalf or represent or hold itself out that it has such authority.

6. **Return of Materials**

Any materials or documents (and all copies thereof) containing Confidential Information that have been furnished by the Disclosing Party to the Receiving Party shall be duly returned within 7 days after completion of the Purpose, or immediately upon written request by the Disclosing Party, or upon termination of this Agreement, whichever is earlier. The return of all Confidential Information may be accompanied by a certificate to be issued by the Receiving Party affirming that the Receiving Party has not retained any Confidential Information or any extracts or part thereof including in its storage devices for archival purposes.

7. **Patent, Trademark or Copyright Infringement**

Nothing in this Agreement is intended to, or shall grant any rights or title in or to the Confidential Information disclosed to the Receiving Party including under any patent, trademark or copyright or other applicable relevant laws and a disclosure thereof shall not by itself constitute any option, grant or license of rights now or hereinafter held by the Disclosing Party to the Receiving Party, nor shall this Agreement grant the Receiving Party any rights in or to Confidential Information, except the limited right to use such Confidential Information solely for the Purpose. It is agreed between the Parties that all intellectual property rights in and to the results of the process, research and development and/or any other activity conducted by the Receiving Party in relation to the Purpose shall vest solely and exclusively with the Disclosing Party and that the Receiving Party shall have no claim or interest whatsoever therein.

8. Term

This Agreement will be in force for a period of [•] months/years from the date of this Agreement, unless terminated earlier by either Party with 30 days' prior written notice to the other Party. This Agreement shall automatically terminate upon:

- (a) the Purpose having been rejected or concluded;
- (b) 30 days' prior written notice by either Party to the other Party; or
- (c) the expiration or termination of any subsequent definitive Agreement between the Parties.

Except and as otherwise provided in this Agreement, the foregoing commitments shall survive for a period of [•] years from the date of termination or expiry of this Agreement.

9. Miscellaneous

This Agreement shall not be assigned by the Receiving Party without the prior written consent of the Disclosing Party and any purported attempt by the Receiving Party to assign this Agreement shall be deemed null and void. The Disclosing Party's failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. If any of the provision of this Agreement is deemed invalid, void, illegal, and/or unenforceable that provision stands severed from this Agreement and the remaining provisions of this Agreement shall remain valid and enforceable.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. The competent courts at Mumbai alone shall have exclusive jurisdiction with regard to or in connection with any disputes arising under this Agreement between the Parties hereto.

11. Entire Agreement

This Agreement sets forth the understanding between the parties as to the subject-matter of this Agreement and supersedes all prior representations, discussions, and negotiations whether oral or written or electronic. This

Agreement may be amended or supplemented only in writing that is signed by duly authorized representatives of both parties.

12. 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
General Manager,
ECGC Limited
5th floor, ECGC Bhawan,
CTS No 393 M V Road Andheri (East) Mumbai 400069
For email:

For other Party:

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

13. Amendment

The Parties do not agree to any addition, alteration, or deletion of any part of this Agreement unless agreed to in writing by the Parties. Any other statement of the Parties shall not alter, add to, or otherwise affect these terms and conditions.

14. Counterparts

This Agreement may be executed in counterparts, each of which is in original, and when considered together, shall constitute one (1) single Agreement between the Parties.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands on this Confidentiality and Non-Disclosure Agreement on the day and the year first hereinbefore written.

BY THE WITHIN NAMED **ECGC**
LIMITED BY THE HAND OF

Name:

Designation:

BY THE WITHIN NAMED **[name of
counter party]**

Name:

Designation:

***** End of Document *****