



LIMITED TENDER ENQUIRY
FOR
APPOINTMENT OF CONSULTANT FOR CARRYING OUT A STUDY ON
PROJECT EXPORTS FROM INDIA

Ref: HO/PED/Tender/2021-22/02

Dated: 27/01/2022

ECGC Limited

Project Exports Department

2nd Floor, Dalamal House, 206 Jamnalal Bajaj Marg

Nariman Point, Mumbai - 400021

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Section 1

1. Introduction

1.1. Invitation to Bidders

ECGC Limited (hereinafter referred to as ECGC / the Company), wholly owned by Government of India and set up in 1957, invites competitive bids from market intelligence companies (hereinafter referred to as ('the Bidder(s)') **for carrying out a study on Project Exports from India.**

The "Technical and Commercial Bids" would be received in physical form.

The bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

Please note that all the required information needs to be provided. Incomplete information may lead to rejection of the proposal. Company reserves the right to change the timelines mentioned in this LTE document which will be communicated to the Bidder(s), and shall be displayed on the Company's website. The information provided by the bidders in response to this LTE document will become the property of ECGC and will not be returned. ECGC reserves the right to amend, rescind or reissue this LTE and all SUBSEQUENT amendments, if any. Amendments or changes will be advised to the bidders through designated email only, and such amendments will be binding on them.

1.2 SCHEDULE OF EVENTS

Bid Document Availability	27/01/2022
Last date of submission of bids	5:30 PM on 14/02/2022
Last date for Queries, if any	08/02/2022
Opening of Price/Commercial Bids	By 18/02/2022
Contact Details: Assistant General Manager (Project Exports Department) : 022 – 6613 8421 Senior Manager (Project Exports Department) : 022 – 6613 8450 Executive Officer (Project Exports Department) : 022 – 6613 8427	
Address for Communication and submission of bid.	Project Exports Department, ECGC Limited, 2 nd Floor, Dalamal House, 206 Jamnalal Bajaj Marg, Nariman Point, Mumbai - 400021
Telephone	022-66138421/50/27
All correspondence / queries relating to this LTE should be sent to / through following email ID only	projectexport@ecgc.in

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

Section - 2

2. DISCLAIMER

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

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

This LTE does not claim to contain all the information 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 LTE and where necessary obtain independent advice.

The Company makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this LTE. Company may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this LTE. No contractual obligation whatsoever shall arise from the LTE process until a formal contract is signed and executed by duly authorized officers of the Company with the selected Bidder.

Section - 3

3. Instructions for bidders

3.1. General Terms & Conditions

- 3.1.1** Before bidding, the Bidders are requested to carefully examine the Tender document and the general terms and conditions of the Contract thereof, and if there appears to be any ambiguity or discrepancy between any of the Tender documents they should immediately refer the matter to ECGC for clarifications.
- 3.1.2** The Bidder, for the purpose of making the Bid, shall complete in all respects, form(s) annexed to the Tender Document, quote the prices and furnish the information called for therein, and shall sign and date each of the documents in the space provided therein for the purpose. The Bidder shall affix its initial on each page of the Bidding Documents.
- 3.1.3** The Bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the officers duly authorized by the body corporate with its common seal duly affixed. In case of a consortium, the Tender shall be signed by the officer (s) so authorized by each consortium member and the Bid shall be affixed with the common seals of each member of the consortium.
- 3.1.4** The Bid shall contain the address, Tel. No., Fax No. and e-mail id, if any of Bidder for serving notices required to be given to the Bidder in connection with the Tender.
- 3.1.5** The Bid form and the documents attached to it shall not be detached one from the other and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached thereto. Any alterations or changes to the entries in the attached documents shall be made by a separate covering letter otherwise it shall not be entertained.
- 3.1.6** The Bidder, irrespective of its participation in the bidding process, shall treat the details of the Documents as secret and confidential.

- 3.1.7** ECGC does not bind itself to accept the lowest or any Bid and has the right to reject any Bid without assigning any reason whatsoever. ECGC also reserves the right to re-issue the Tender.
- 3.1.8** Bids shall be submitted in two parts i.e. (1) Technical Bid and (2) Price/Commercial Bid.
- 3.1.9** The Bidder shall submit the Technical Bid as per **Annexure – 1** and be submitted in single sealed envelope.
- 3.1.10** The Bidder shall submit the Price/Commercial Bid as per the form provided under **Annexure – 5** and the same shall be submitted in another sealed envelope.
- 3.1.11** Supporting documents are to be submitted in the technical as well as commercial bids. Incomplete or partial submission of relevant documents will lead to disqualification.
- 3.1.12** The rates should be sent only in the prescribed format. Non-conformance or quotations received in any other format may result in rejection of the bid.
- 3.1.13** The offer should ensure that there are no cuttings, over-writings, and illegible or undecipherable figures to indicate their Bid. All such cases may be disqualified on this score alone. The decision of the Company 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.
- 3.1.14** Each Bidder has to submit only one Bid.
- 3.1.15** No queries on change in requirements specifications / line items will be entertained in terms of Bid process, except if change is advised or approved by ECGC.

3.2. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Company will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

3.3. Validity Period:

Bids / Offers shall have the validity period of 60 days from the Tender closing date. Bidders are requested to offer 60 days validity as per Bid Terms. The prices quoted shall remain firm and fixed during the currency of the Contract unless agreed otherwise by ECGC.

3.4. Scope of Work

ECGC Limited intends to undertake a study on Project Exports from India. The scope of study is as under:

- 1) Trends in Project Exports from India (by volume, sector, geography, category of project exports)
- 2) Comparative analysis with other major project export countries
- 3) Profile of active Indian project exporters (IPEs) and analysis of their strengths and weaknesses
- 4) Market size of Project Exports (along with sectoral and geographical distribution) and prospect for IPEs including major emerging project exports destinations
- 5) Recommendation(s)/ suggestion(s) to boost Project Exports from India

Deliverables:

- The successful Bidder to submit a comprehensive report including detailed recommendations in respect of the Scope of Study as defined above to the satisfaction of the Company both in physical and electronic form within six weeks of the appointment.
- The successful bidder may have to make presentations before the Management, Board of Directors and if required to the Ministry of Commerce & Industry on key findings/ suggestions.

3.5. THE BIDDING DOCUMENTS

3.5.1 Documents constituting the Bid:

The Bidding Documents include:

- (i) Technical Bid (As provided under Annexure – 1);
- (ii) Price/ Commercial Bid (As provided under Annexure – 5);

(iii) All other / supporting documents and Annexures as attached.

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

3.6. PREPARATION OF BIDS

3.6.1 Language of Bid

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

3.6.2 Documents Comprising the Bid

3.6.2.1 Documents comprising the Technical Proposal envelope should contain the following forms completed in accordance with the clauses in the Bid and duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder (Board resolution authorizing representative to bid and make commitments on behalf of the Bidder to be attached):

- a) Technical Bid Forms as per Annexure - 1;
- b) Documents supporting the information provided in Annexure-1;
- c) Acknowledgment as mentioned under Annexure – 3 on the letter head of the Bidder;
- d) Details of Professional Staff as mentioned under Annexure – 6 on the letter head of the Bidder.

3.6.2.2 The papers like Forms as mentioned above etc. should be submitted in one lot in one envelope.

3.6.2.3 Any Technical Bid not confirming to the requirements of this Tender will be rejected.

3.6.2.4 The Technical Bid should NOT contain any price information. Such proposal, if received, will be rejected.

3.6.3 Price / Commercial Bid

Each Bidder is required to submit the following as Commercial Bid in a separate envelope:

- a) a Price Bid, as per Annexure - 5 on the letter head of the bidder;
- b) Bank Details as mentioned under Annexure – 2 on the letter head of the Bidder.

3.6.4 Bid Form

The Bidder shall complete both Envelopes containing the Bid Annexures and submit them simultaneously to the Company in a single outer envelope. Bids are liable to be rejected if both bids (Technical Bid and Price Bid) are not received together.

3.6.5 Bid Prices

3.6.5.1 Prices are to be quoted in Indian Rupees only.

3.6.5.2 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, during the validity period of the contract. Taxes / Duties / Levies / Cess etc. levied by Central or State Governments, or Statutory, Quasi-Government Bodies, or Regulators may be charged as per actuals, and are allowed to be varied. A Bid submitted with an adjustable price quotation, other than exceptions specified herein, will be treated as non-responsive and will be rejected.

3.6.6 Documentary Evidence Establishing Bidder's Eligibility and Qualifications

3.6.6.1 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall be established to the Company's satisfaction.

3.6.7 Partial bids:

Partial bids will not be accepted. Bidder shall have to quote for the entire scope.

3.6.8 Period of Validity of Bids

3.6.8.1 Bids shall remain valid for a period of 60 days from the date of opening of the Bid.

3.6.8.2 In exceptional circumstances, the Company may solicit the Bidders' consent to an extension of the period of validity 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 future Tenders or any debarment.

3.6.8.3 The Company reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

3.6.9 Format and Signing of Bid

3.6.9.1 Each bid shall be in two parts:

Part I – Technical Bid.

Part II – Commercial Bid.

Both parts should be in two separate sealed NON-WINDOW envelopes bearing the bidder's name and address (return address), each super-scribed with "Tender Subject" as well as "Technical Proposal" and "Price Proposal" as the case may be.

3.6.9.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall authenticate all pages of the Bids, except for un-amended printed literature.

3.6.9.3 Any inter-lineation, erasures or overwriting shall be valid only if they are authenticated by the person signing the Bids. The

Company reserves the right to reject bids not conforming to above.

3.6.9.4 **ADDITIONAL INFORMATION:** Bidder may include additional information which may be essential for better understanding of the proposal. This may include diagrams, excerpts from manuals, or other explanatory documentation, which would clarify and/or substantiate the bid. Any material included here should be specifically referenced elsewhere in the bid.

3.7. SUBMISSION OF BIDS

3.7.1 Sealing and Marking of Bids

3.7.1.1 The Bidders' shall seal the NON-WINDOW envelopes containing one copy of one copy of "Technical Bid" and one copy of "Commercial Bid" separately and both these NON-WINDOW envelopes shall be enclosed and sealed in a single outer NON-WINDOW envelope bearing the bidder's name and address (return address).

3.7.1.2 The inner envelopes shall be addressed to the Company at the address given in Section 1 above and marked as described in Clauses above.

3.7.1.3 The outer envelope shall:

- a)** Be addressed to the Company at the address given in Clause 1.2 of Section 1; and
- b)** Bear the Project Name

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

3.7.1.5 If the envelope is not sealed and marked, the Company will assume no responsibility for the bid's misplacement or its premature opening.

3.7.2 Deadline for Submission of Bids

3.7.2.1 Bids must be received by the Company at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.

3.7.2.2 In the event of the specified date for submission of bids being declared a holiday for the Company, the bids will be received up to the appointed time on the next working day.

3.7.2.3 The Company 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 the Company and Bidders previously subject to the deadline will thereafter be subject to the extended deadline, which would also be advised to all the interested Bidders through their registered e-mail IDs.

3.7.3 Late Bids:

Any Bid received after the deadline for submission of Bids prescribed, will be rejected, and subsequently destroyed. No bids shall be returned.

3.7.4 Modification and Withdrawal of Bids

3.7.4.1 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.

3.7.4.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.

3.7.4.3 No Bid may be modified after the deadline for submission of Bids.

3.7.4.4 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 future RFPs / Tenders/ contracts / business.

3.8. OPENING AND EVALUATION OF BIDS

3.8.1 Preliminary Evaluation

- 3.8.1.1** The Company 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.
- 3.8.1.2** Prior to the detailed evaluation, the Company will determine the responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.
- 3.8.1.3** The Company's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 3.8.1.4** If a Bid is not responsive, it will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

3.8.2 Evaluation of Bids

- 3.8.2.1** 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 Bids which do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
- 3.8.2.2** The Company reserves the right to evaluate the bids on technical & functional parameters.
- 3.8.2.3** The bidders who score more than 60% in the above technical evaluation shall be shortlisted.
- 3.8.2.4** During evaluation and comparison of bids, the Company may, at its discretion ask the bidders for clarification of their bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

3.8.3 Evaluation of Price Bids and Finalization

- 3.8.3.1** The bidders shortlisted in technical evaluation would be eligible for commercial evaluation.
- 3.8.3.2** The L1 Bidder will be selected on the basis of lowest Bid among the shortlisted Bidders.
- 3.8.3.3** Company may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.
- 3.8.3.4** Company reserves the right to reject any or all incomplete bids.
- 3.8.3.5** Intended bidders having any doubt/ queries/ concern with any clause of this document or selection process shall raise their concern within 12 days of release of LTE. ECGC will not be liable to accept any doubt/ concern later on whatever it may be.
- 3.8.3.6** Bidder bidding in the process shall give as a part of Bidding document a statement on their letter head as mentioned under Annexure - 3 that they have no objection with any clause of the Tender.

3.8.4 Contacting the Company

- 3.8.4.1** No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.
- 3.8.4.2** 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.

3.8.5 Award Criteria

The Bidder whose Commercial bid is lowest among the bidders shortlisted in Technical bid will 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 tenders without assigning any reason whatsoever. ECGC will notify the successful Bidder in writing, by letter or by e-mail, that its Bid has been accepted. The notification of award will constitute the formation of the offer to contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of

the award letter within seven working days of receipt of the communication. In case of a tie, the Bidder having highest score in technical evaluation will be given preference. In case the selected Bidder fails to accept the award then the Bidder having lowest commercial Bid (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 an Agreement within 15 working days of the award of Contract, which will be valid for the tenure as mentioned in this LTE Document.

3.8.6 Company's Right to Accept Any Bid and to reject any or All Bids:

3.8.6.1 The Company reserves the right to accept or reject any Bid in part or in full 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 Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Company's action.

3.8.6.2 All decisions taken by the Company are binding and final.

Section - 4

4.1 GENERAL CONDITIONS OF CONTRACT (GCC)

4.1.1 Definitions:

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

- 4.1.1.1 “The Company” means ECGC Limited.
- 4.1.1.2 “The Contract” means the agreement entered into between the Company and the Consultant, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 4.1.1.3 “Consultant” is the successful Bidder to whom notification of award has been given by the Company.
- 4.1.1.4 “The Contract Price” means the price payable to the Consultant under the Contract for the full and proper performance of its contractual obligations;
- 4.1.1.5 “GCC” means the General Conditions of Contract contained in this LTE;
- 4.1.1.6 “The Project” means **CARRYING OUT A STUDY ON PROJECT EXPORTS FROM INDIA**
- 4.1.1.7 In case of a difference of opinion on the part of the Bidder in comprehending and / or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Company shall be binding and final on the Bidder.

Section – 5

(SPECIAL TERMS AND CONDITIONS OF CONTRACT)

5.1 SPECIAL CONDITIONS OF CONTRACT (SCC)

Note: Bidders are requested to note that if there are any terms & conditions/Clause given under this Special Terms & Conditions conflicts with similar terms & conditions given elsewhere in Tender (such as General Terms & Conditions etc.), then terms/conditions given under Special Terms & Conditions will prevail.

5.1.1 Placement of Additional Purchase Orders

Company at its sole discretion may place additional order(s) in relation to the original scope of work and as per the terms and conditions mentioned in this LTE, and it will be the responsibility of the bidder to fulfil the orders within the timeline and cost negotiated between the Company and the Consultant.

5.1.2 Payments

5.1.2.1 Payment shall be made in Indian Rupees.

5.1.2.2 No payment shall be made in advance on award of the contract. Payment milestones shall be as under:

- 50% on submission and discussion on draft report;
- 50% on submission of final report and presentation to the Management.

5.1.2.3 All payments shall be subject to TDS and any other taxes as per the tax rules prevalent at the time of payment.

5.1.2.4 It may be noted that ECGC Ltd will not pay any amount / expenses / charges/ fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the agreed amount as per the contract.

5.1.2.5 Any decrease in taxes must be passed on to ECGC.

5.1.3 Service Delivery Location and Period

This assignment and the submission of the final report are to be completed within a period of 45 days from the date of awarding of this contract. The hard copy of the final report will be required to be delivered to ECGC, the PPTs as mentioned above will be required to be made at ECGC onsite location at Project Exports Department, ECGC Limited, 2nd Floor, Dalamal House, 206 Jamnalal Bajaj Marg, Nariman Point, Mumbai – 400021 and on any other location as may be intimated later. The soft copy of the final report is to be emailed to projectexport@ecgc.in.

5.1.4 Termination

ECGC may terminate the Contract with at least 15 days prior written notice to the Consultant on account of any material breaches committed by the Consultant in breach of its obligations under the Contract or upon expiry of 45 days from date of awarding the contract, whichever is earlier. In case the termination of contract is owing to material breaches by the Consultant, ECGC shall not be obligated to pay the Consultant if no report has been furnished before termination.

5.1.5 Indemnity

The supplier shall indemnify, protect and save ECGC against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from any infringements in respect of all hardware, software, and services being utilized by the team / resources, except for those explicitly provided by / authorized by ECGC.

5.1.6 Governing Law and Jurisdiction

The Courts at Bombay shall alone have 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 Contract awarded or the terms and conditions of the Contract.

5.1.7 Survival and Assignment:

The termination of the Contract shall not affect the rights of and or obligations of the Company and Consultant which arose prior to the termination.

This Agreement shall not be assigned by either party without the prior written consent of the other party.

5.1.8 Royalties and Patents

Any royalties or patents or the charges for the use or infringement thereof that may be involved in the contract shall be included in the price.

The Consultant shall protect the Corporation against any claims thereof.

5.1.9 Intellectual Property Right (IPR): -

The Consultant shall provide Reports, Documents and all other relevant materials, artifacts etc. during the Assignments to ECGC and ECGC 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 Consultant. The ownership of all IPR rights in any and all documents, artifacts, etc. (including all material) made during the Term for Assignment under this Agreement will lie with ECGC.

5.1.10 Non-Disclosure:

The Non-Disclosure Agreement is attached as Annexure - 7 with this LTE. The Non-Disclosure Agreement forms part of Terms and Conditions of Contract and the Company and the Consultant are bound by the terms of the Non-Disclosure Agreement

5.1.11 Jurisdiction

The jurisdiction for the purpose of settlement of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching the works awarded or the terms and conditions thereof shall be that of the appropriate court in Mumbai. The jurisdiction of any other court in any place other than Mumbai is specifically excluded.

5.1.12 FORCE MAJEURE

5.1.12.1 Notwithstanding the provisions of GCC and SCC, the Consultant shall not be liable for forfeiture of its performance security, 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.

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

5.1.12.3 If a Force Majeure situation arises, the Consultant shall promptly notify the Company in writing of such condition and the cause thereof. Unless otherwise directed by the Company in writing, the Consultant 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.

5.1.13 Notices:

All notices, requests, demands or other communications which are required to be given pursuant to the terms of the 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.

5.1.14 Entire Agreement

It is expressly agreed between the parties that the Contract, The Limited Tender Enquiry (LTE) Document, any addendum or corrigendum issued thereafter, bids and the completed Annexures thereto constitutes the Entire Agreement between the Parties.

5.1.15 Rights of the Company:

5.1.15.1 The Company 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.

Section - 6

Annexure – 1

Company Profile / Eligibility / Technical Bid

Sr No	Description	Details	
1	Name of the company		
2	Legal Status (eg. Proprietorship, partnership, limited liability partnership, Corporation etc. (attach a copy of certificate of incorporation)	<Certified copy of the Certificate of Incorporation issued by the Registrar of Companies / Partnership Deed>	
3	Registered Physical Address		
4	Correspondence Address		
5	Research profile of the company (attach a separate write-up or brochure regarding research activities of the company)		
6	Incorporation Date		
7	Board of Directors / Management / Promoters / Partners	(i)	
		(ii)	
		(iii)	
		(iv)	
		(v)	
8	Contact Person Details (Name, Landline and mobile Number, e-mail id)		
9	e-mail id of the company		
10	PAN of the company	<copy required>	
11	TIN of the company	<copy required>	
12	GST Registration No.	<copy required>	
13	Details of managerial, supervisory, and other staff available	< Undertaking of the organization confirming the availability of the adequate manpower of requisite	

		qualification and experience for deployment for carrying out the study >
14	Organization should have work experience in similar nature of market research- in areas related to Indian Economy, Exports, Public Finance etc.	< Evidences like email confirmations from client person email address or work completion certificates should be provided along with the bid. >
15	The bidder should have an average annual turnover of at least Rs.5 crore for the last three financial years, and reported profit for at least two financial years ended on 31.03.2021.	< Audited Financial Statements to be provided for last three financial years ended on 31.03.2021 >
16	Power of Attorney/authorization for signing the bid documents, if applicable.	
17	Copy of entire tender document duly signed and stamped on each page as a token of acceptance is to be attached.	
18	The Bidder should not have been black listed by any Govt. Financial Institutions / Banks / Government / Semi-Government departments in India.	< A self-declaration by the Bidder on its letter head.>
19	The firm should have never been blacklisted / barred / disqualified by any regulator /	< A self-declaration by the Bidder on its letter head.>

	statutory body/ judicial or any other authority.	
20	The Bidder's Firm should not be owned or controlled by any Director or Employee of ECGC Ltd.	< A self-declaration by the Bidder on its letter head.>
21	Number of professional staff who are proposed to be associated for executing the assignment with names including that of the Team Leader. The Team Leader, once assigned to ECGC Limited, should not be replaced except with the consent from ECGC Limited.	< Resume of the identified team persons in the format enclosed at Annexure-6 as CV format to this document. >
22	Methodology proposed for carrying out the study	<A detailed write-up/PPT on methodology to be adopted demonstrating in-depth understanding of the proposed study requirements, with detailed broken-down activities to be performed, effort estimation, timeline, manpower to be deployed etc..>

.....
Signature of the authorized Signatory of Company
(Company Seal)
Name :
Designation :
Contact No (Mobile)
Email Id

Annexure – 2

Bank Details

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

.....
Signature of the authorized Signatory of Company

(Company Seal)

Name :

Designation :

Contact No (Mobile)

Email Id

Annexure - 3

Acknowledgement

(This will be part of Qualification bid Information. This should be included in Envelope 1 and should be on the company letterhead)

Date:

To,
Assistant General Manager
Project Exports Department,
ECGC Limited,
2nd Floor, Dalamal House,
206 Jamnalal Bajaj Marg,
Nariman Point, Mumbai - 400021

Dear Sir/Madam,

Subject: Response to the Request for Proposal for APPOINTMENT OF CONSULTANT FOR CARRYING OUT A STUDY ON PROJECT EXPORTS FROM INDIA

1. Having examined the Request for Proposal 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 LTE within the cost stated in the Proposal.
2. If our Proposal is accepted, we undertake to abide by all terms and conditions of this LTE.
3. We certify that we have provided all the information requested by ECGC in the requested format. We also understand that ECGC has the right to reject this offer 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 LTE and all amendments any time during the tendering.

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

.....
Signature of the authorized Signatory of Company

(Company Seal)

Name :

Designation :

Contact No (Mobile)

Email Id

Annexure – 4

EVALUATION CRITERIA

Evaluation Parameters

Each bidder will be evaluated on the scale of 100 marks on the following criteria.

Sr. No.	Evaluation Parameter	Documentary Requirements	Max Marks	Marking System
1	Annual Turnover during last three Financial Years	CA certificate indicating the turnover covered during last three financial years ended on 31.03.2021	10	10 Marks- 10 crore or more 5 Marks- 5 crore to 10 crore
2	Experience of working with a Govt Ministry/ Department/ PSUs/PSEs, trade bodies	Evidences like email confirmations or work completion certificates	10	10 Marks- More than one research assignment 5 Marks- At least one research assignment
3	No. of research assignments conducted in the areas of Indian Economy, Exports, Public Finance etc. during the last three years	Evidences like email confirmations or work completion certificates	10	2 Marks for each such assignment
4	Experience of the Project Head who will be engaged in this proposed assignment for ECGC - No. of years	CV certified by the CEO of the bidder	20	20 Marks- 10 or more years. 15 Marks – 7 to 10 years.

	in research consultancy			10 Marks - More than 5 years.
5	At least one of the team members having qualification/ experience in the field of Economics/ Foreign Trade	CV certified by the CEO of the bidder	10	
6	Methodology proposed demonstrating in-depth understanding of the proposed study requirements, with detailed broken-down activities to be performed, effort estimation, timeline, manpower to be deployed etc.	Shall be evaluated by the designated members of technical evaluation Committee.	40	
	Total		100	

Evaluation procedure

1. Bidders scoring a minimum of 60 marks in the technical bid will qualify;
2. A combined evaluation of the bidders shall be done on the basis of marks obtained. Award will be issued to the bidder making the lowest quote.
3. In case the selected bidder fails to accept the award then next least quoted bidder will be considered for the award and so on.

Annexure – 5

**Commercial Bid for APPOINTMENT OF CONSULTANT FOR CARRYING OUT A
STUDY ON PROJECT EXPORTS FROM INDIA**

(Must be submitted in the 2nd sealed envelope as mentioned above)

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

EMAIL: _____ WEB SITE: _____

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

Base Amount in Figures (INR)	
Base Amount in words	
Taxes	
Grand Total	

Terms and Conditions:

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

Signature of the Authorized Signatory of Company

Name:

Designation:

Contact no. (Mobile):

Email Id:

Company Seal:

Annexure – 6

Details of Professional staff who will be engaged for the project

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

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

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

Annexure – 7: Non-Disclosure Agreement Format

This confidentiality and non-disclosure agreement is made on the.....day of....., 20.....

BETWEEN

(Bidder), (hereinafter to be referred to as “Consultant”) (which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns) a company incorporated under the Companies Act, 1956 and having its principal/registered office at(address).

AND

ECGC LIMITED (hereinafter to be called “ECGC”) (which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns) having its Registered Office at 10th Floor, Express Towers, Nariman Point, Mumbai 400 021 on the following terms and conditions:

WHEREAS, in the course of the business relationship between the aforesaid parties, both the parties acknowledge that Consultant may have access to or ECGC has disclosed any information, which is of a confidential nature, through any mode, the consultant shall protect such confidential information from unauthorized use and disclosure;

NOW THEREFORE, in consideration of the mutual promises contained herein, the adequacy and sufficiency of which consideration is hereby acknowledged and agreed, the parties hereby agree as follows:—

This Agreement shall apply to all confidential and proprietary information disclosed by ECGC to the Consultant, including information included in the caption ‘Definitions’ of this Agreement and other information which ECGC identifies in writing or otherwise as confidential by the disclosing party to the Consultant. (“Confidential Information”). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, electronically or through visual observation or by any other means to the Consultant by ECGC.

1. Definitions

(a) CONFIDENTIAL INFORMATION means all the information that ECGC disclosed to the Consultant pursuant to the carrying out study on Project Exports as per Limited Tender Enquiry Ref. No.HO/PED/Tender/2021-22/02 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, customer lists, contacts, financial information, sales and marketing plans techniques, business plans, clients, client data, business affairs, operations, strategies, methodologies, technologies, employees, subcontractors, the contents of any and all agreements, subscription lists, data, statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Chartered Accountants, Company Secretaries, etc., Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872, legal notices sent and received, Claim files, Insurance policies, their rates, advantages, terms, conditions, exclusions, charges, correspondence from and with clients/ customers or their representatives, Proposal Forms, Claim-forms, Complaints, Suits, testimonies, matters related to any enquiry, claim-notes, defences taken before a Court of Law, Judicial Forum, Quasi-judicial bodies, or any Authority, Commission, pricing, service proposals, methods of operations, procedures, products and/ or services and business information of ECGC. No information that is exempted from disclosure under section 8 or any other provision of Right to Information Act, 2005 shall at any time be disclosed by the Receiving Party to any third party.

2. Covenant Not to Disclose

The Consultant shall use ECGC's Confidential Information solely to fulfil its obligations as part of and in furtherance of the actual Contract with ECGC. The Consultant shall not use the Confidential Information in any way that is directly or indirectly detrimental to ECGC, and shall not disclose the Confidential Information to any unauthorized third party. The Consultant shall not disclose any Confidential Information to any person except to its employees, authorized agents, consultants and contractors, 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.

The Consultant shall use the same degree of care in safeguarding the Confidential Information as it uses or would use in safeguarding its own Confidential Information, and shall take all steps necessary to protect the Confidential Information from any unauthorized or inadvertent use. The Consultant and its Representatives will immediately notify ECGC of any use or disclosure of the Confidential Information that is not authorized by this Agreement. In particular, the Consultant will immediately give notice in writing to ECGC of any unauthorized use or disclosure of the Confidential Information and agrees to assist ECGC in remedying such unauthorized use or disclosure of the Confidential Information.

This confidentiality obligation shall not apply only to the extent that the Consultant can demonstrate that:

- (a) the Confidential Information of ECGC is, or properly became, at the time of disclosure, part of the public domain, by publication or otherwise, except by breach of the provisions of this Agreement; or
- (b) was rightfully acquired by the Consultant or its Representatives prior to disclosure by ECGC;
- (c) was independently developed by the Consultant or its Representatives without reference to the Confidential Information; or
- (d) the Confidential Information of ECGC is required to be disclosed by a Government agency, is the subject of a subpoena or other legal or demand for disclosure; provided, however, that the Consultant has given ECGC prompt written notice of such demand for disclosure and the Consultant reasonably cooperates with ECGC's efforts to secure an appropriate protective order prior to such disclosure.
- (e) is disclosed with the prior consent of or was duly authorized in writing by ECGC.

3. Ownership of Confidential Information

ECGC shall be deemed to be the owner of all Confidential Information disclosed by it or its agents to the Consultant or its agents hereunder, including without limitation all patents, copyright, trademark, service mark, trade secret and other proprietary rights and interests therein, and Consultant acknowledges and agrees that nothing contained in this Agreement shall be construed as granting any rights

to the Consultant, by license or otherwise in or to any Confidential Information. Confidential Information is provided “as is” with all faults.

By disclosing Information or executing this Agreement, ECGC does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right.

In no event shall ECGC be liable for the accuracy or completeness of the Confidential Information. ECGC DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Non-Disclosure Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.

5. Remedies for Breach of Confidentiality

1. The Consultant agrees and acknowledges that Confidential Information is owned solely by ECGC and that any unauthorized disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in an irreparable harm and significant injury and damage to ECGC which may be difficult to ascertain and not be adequately compensable in terms of monetary damages. ECGC will have no adequate remedy at law thereof, and that ECGC may, in addition to all other remedies available to it at law or in equity, be entitled to obtain timely preliminary, temporary or permanent or mandatory or restraining injunctions, orders or decrees as may be necessary to protect ECGC against, or on account of, any breach by the Consultant of the provisions contained herein, and the Consultant agrees to reimburse the reasonable legal fees and other costs incurred by ECGC in enforcing the provisions of this Agreement apart from paying damages with interest at the market rate prevalent on the date of breach to ECGC.
2. The Consultant agrees and acknowledges that any disclosure, misappropriation, conversion or dishonest use of the said Confidential

Information shall, in addition to the remedies mentioned above, make the Consultant criminally liable for Breach of Trust under section 405 of the Indian Penal Code.

All General Conditions of Contract and Specific Conditions of Contract of Limited Tender Enquiry dated 27/01/2022 ref. No.HO/PED/Tender/2021-22/02 apply to this Non-Disclosure Agreement.

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

a) SIGNED SEALED & DELIVERED
BY THE WITHIN NAMED
INSURANCE COMPANY

b) SIGNED SEALED & DELIVERED
BY THE WITHIN NAMED (BIDDER)

In the presence of

In the presence of

Witness : 1 _____

Witness : 1 _____

Witness: 2 _____

Witness: 2 _____