



(A Government of India Enterprise)

**You focus on exports. We cover the risks.**

## **REQUEST FOR PROPOSAL**

**FOR APPOINTMENT OF A MANAGEMENT CONSULTANT TO  
STUDY AND REVIEW THE BUSINESS ACTIVITIES OF THE SERVICE  
NETWORK OF THE COMPANY FOR THE OPTIMISATION OF THE  
BUSINESS INFRASTRUCTURE WITH IMPLEMENTATION PLAN**

**Ref: ECGC/HRD/1091/2023-24**

**Date: 26/08/2023**

**ECGC LIMITED**

**ECGC Bhawan, CTS No.393,393/1 to 45, M.V Road Andheri East, Mumbai –  
400069**

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## **SECTION – 1**

### **1. Disclaimer**

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

This RFP Document is neither an agreement nor an offer and is only an invitation by ECGC to the interested parties for submission of Bids. No contractual obligation whatsoever shall arise from the RFP process until a formal contract/service agreement is signed and executed by duly authorized representatives of ECGC with the selected Bidder. The purpose of this RFP Document is to provide the Bidder(s) with information to assist the formulation of their bids.

This RFP Document 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 of this RFT document and where necessary obtain independent advice. ECGC shall incur no liability under any law, statute, rules or regulations as to accuracy, reliability or completeness of this document.

ECGC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document. ECGC reserves the right to reject any or all the bids received in response to this document at any stage without assigning any reason whatsoever. The decision of ECGC in this regard shall be final, conclusive and binding on all the parties. The information provided by the bidder in response to this document will become the property of ECGC and will not be returned.

## SECTION - 2

### 2. Introduction

#### 2.1 About ECGC:

- 2.1.1 ECGC Ltd. is a Government of India Enterprise, incorporated on 30<sup>th</sup> July, 1957 under Companies Act, 1956. ECGC provides export credit insurance facilities to exporters and Banks in India. 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.
- 2.1.2 Over the years, it has offered various export credit risk insurance products to suit the requirements of Indian exporters and commercial banks. The present paid up capital of the Company is Rs.4338 crore and the authorized capital is Rs. 10000 crore with a network of 46 branches and 4 regional offices manning by over 600 employees.
- 2.1.3 For further information, visit our website [www.ecgc.in](http://www.ecgc.in).

#### 2.2 Invitation to Bidders

- 2.2.1 By way of this Request for Proposal ('RFP') Document, (hereinafter also referred to as 'the Bid Document' or 'the Tender Document') **ECGC Limited** (hereinafter referred to as 'ECGC'), invites competitive Bids from Management Consultants (hereinafter referred to as ('the Bidder(s)').) FOR APPOINTMENT OF A MANAGEMENT CONSULTANT TO STUDY AND REVIEW THE BUSINESS ACTIVITIES OF THE SERVICE NETWORK OF THE COMPANY FOR THE OPTIMISATION OF THE BUSINESS INFRASTRUCTURE WITH IMPLEMENTATION PLAN.
- 2.2.2 The Technical and Financial Bids along with other documents would be received in physical form only.
- 2.2.3 The Bidder(s) are advised to study the Tender Document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications

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

### 2.3 Schedule of events

RFP Document Availability	The RFP Document will be published on the website of ECGC on 26.08.2023
Pre-bid Queries, if any	05.09.2023
Date of Pre-bid meeting	08.09.2023
Last date of submission of Bids	15.09.2023
Opening of Technical Bids	18.09.2023
Discussions /Presentation by eligible bidders	22.09.2023
Opening of Financial Bids	26.09.2023
Address for Communication and submission of Bid.	General Manager (HRD) ECGC Bhawan, CTS No.393,393/1 to 45, M.V. Road, Andheri East, Mumbai – 400069.
All correspondence / queries relating to this RFP Document should be sent to following email ID only as per the format attached at Annexure – 3. No communication over phone shall be entertained.	hrd@ecgc.in

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

### **3. Instructions for Bidder(s)**

#### **3.1. General Instructions**

- 3.1.1** Before bidding, the Bidder(s) are requested to visit the ECGC website <https://www.ecgc.in> and also carefully examine the Tender Document and all the Terms and Conditions of the Service Agreement at Annexure 7 herein, and if there appears to be any ambiguity or discrepancy between any terms of the Tender Document and the Contract, they should immediately refer the matter to ECGC for clarifications.
- 3.1.2** While this document has been prepared in good faith, neither ECGC nor any of its employees make any representation or warranty or shall have any liability to any person, including any applicant or bidder under any law, statute, 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bid.
- 3.1.3** Interested Management Consultant fulfilling the eligibility criterion as outlined in Annexure – 9 may submit its bids.
- 3.1.4** The Bidder, for the purpose of making the Bid, shall complete in all respects, the form(s) annexed to the Tender Document, quote the prices and furnish the information/ documents, called for therein, and shall sign and put date on each of the forms/documents in the space provided therein for the purpose. The Bidder shall affix its initial on each page of the Bidding Documents.
- 3.1.5** The Bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested along with the seal of the Company/firm.
- 3.1.6** The Bid shall contain the address, Tel. No. and e-mail id of the Bidder, for the purposes of serving notices required to be given to the Bidder in connection with the Bid.

- 3.1.7** ECGC expects a single bidder having in-house capabilities to deliver the scope as per the Scope of Work. Formation of consortium, joint venture or association of consultants or sub-contracting of services in whole or part with other firms shall not be permitted. In case the consultant / bidder is found to not possess the requisite capabilities, it will be summarily disqualified from the process for this assignment.
- 3.1.8** The Bid form and the documents attached to it shall not be detached from one another and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the forms or documents attached thereto. Any alterations or changes to the entries in the attached documents shall only be made by a separate covering letter, otherwise it shall not be entertained for the Bidding process.
- 3.1.9** The Bidder, irrespective of its participation in the bidding process, shall treat the details of the documents as privileged, secret and confidential.
- 3.1.10** ECGC does not bind itself to accept the bid of highest ranked bidder or any other bid received and shall have the right to reject any Bid without assigning any reason whatsoever. ECGC also reserves the right to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidder(s). All decisions taken by ECGC are binding and final.
- 3.1.11** The Bidder should ensure that there are no cuttings, over-writings, and illegible or undecipherable figures to indicate their Bid. All such Bids may be disqualified on this ground alone. The decision of ECGC shall be final and binding on the Bidder. The Bidder should ensure that ambiguous or unquantifiable costs/ amounts are not included in the Bid, which would disqualify the Bid.
- 3.1.12** Each Bidder can submit only one Technical and Financial Bid each.
- 3.1.13** The Bidder should commit to provide the services desired by ECGC for the entire duration of the engagement, at the agreed cost, terms and conditions.
- 3.1.14** Partial Bids will not be accepted and shall stand rejected. Bidder(s) shall have to quote for the entire scope of work.

- 3.1.15** All rates and total amount should be written both in figures and in words and if there is any discrepancy between the two, the lowest amount will only be accepted.
- 3.1.16** No questions or items in the annexures shall be left blank or unanswered. In case you have no details or answers to be provided in the Bid Document, a 'No' or 'Nil' or 'Not Applicable' statement shall be made by you as appropriate. Forms with blank columns or unsigned forms will be summarily rejected.
- 3.1.17** Bids not conforming to the requirement of the RFP may not be considered by ECGC. However, ECGC reserves the right at any time to waive any of the requirements of the RFP.
- 3.1.18** Bids must be received by ECGC at the address specified, no later than the date & time specified in the "Schedule of Events" mentioned in this RFP.
- 3.1.19** ECGC is not responsible for non-receipt of bids within the specified date due to any reason including postal delays or holidays.
- 3.1.20** ECGC may, at its discretion, extend the deadline for submission of Bids by amending the appropriate terms and conditions in the Bid Document, in which case, all rights and obligations of ECGC and Bidders previously subject to the deadline will thereafter be subject to the extended deadline, which would also be published on ECGC's website.
- 3.1.21** ECGC reserves the right to verify the validity of bid information and reject any bid, where the contents are found incorrect whether partially or fully, at any time during the process of RFP or even after the award of the contract.
- 3.1.22** The bid is liable to be disqualified in the following cases:
- i. Bid not submitted in accordance with RFP and prescribed format;
  - ii. Bid received is in incomplete format;
  - iii. Bid is not accompanied by all requisite documents;
  - iv. Bid is received after the specified due date.
- 3.1.23** The bids once submitted cannot be modified or altered.
- 3.1.24** If so decided, ECGC reserves the right to appoint PMC (Project Management Consultant) or any other agency to get the quality of works checked, measurements recorded, including certification of bills etc.



**3.1.25** While processing the Bids, ECGC further reserves the right to delete or reduce any item or section contained in the Tender Document or in the Scope of Work without assigning any reason thereof.

**3.2. Cost of Bidding:**

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

**3.3. Scope of Work (Terms of Reference)**

The detailed Scope of Work (Terms of Reference) is defined in Annexure – 1 of this RFP.

**3.4. Language of Bid**

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

**3.5. Professional Staff**

3.5.1. The selected bidder shall provide to ECGC a list of Professional Staff who shall work on the project along with their qualification and relevant experience while submitting their bid in the format as provided under Annexure - 2. Bidder shall ensure that the same staff shall work on the project.

3.5.2. During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected Consultant, as the case maybe, can do so only with the prior written concurrence of ECGC and by providing the replacement staff of the same level of qualifications and competence. If ECGC is not satisfied with the substitution, ECGC reserves the right to terminate the contract

and recover whatever payments (including past payments and payment made in advance) made by ECGC to the selected Consultant during the course of the assignment pursuant to this RFP besides claiming an amount equal to the contract value as penalty. However, ECGC reserves the unconditional right to insist the selected Consultant to replace any team member with another (with the qualifications and competence as required by ECGC) during the course of the Assignment pursuant to this RFP.

### **3.6. Queries:**

Bidder(s) having any doubt/ queries/ concerns with any clause of this document or scope of work or selection process (pre-bid queries) shall raise their concern before the date as mentioned in the “Schedule of Events” for “Pre-Bid Queries, if any” in the format annexed at Annexure – 3 only to the email id provided hrd@ecgc.in. The bidders 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 RFP. It would be responsibility of the bidder to check the website before final submission of the bids.

### **3.7. Eligibility Criteria:**

- 3.7.1. Bidders meeting the criteria set out in Annexure – 9 are eligible to submit their bids along with supporting documents. If the bid is not accompanied by the required documents supporting eligibility criteria, the same would be rejected.
- 3.7.2. Non-submission of any of the specified documents by the bidder would result in rejection of bid. ECGC reserves the right to ask for additional/ alternate documents from the bidder. The bidders meeting the above eligibility criteria will be taken forward to the next stage of technical evaluation. ECGC reserves the right to verify/evaluate the claims made by the bidder independently. Any decision in this regard shall be final and binding upon the bidder.

### 3.8. Bidding process

- 3.8.1. The interested eligible bidders should submit their proposal in two sealed NON-WINDOW envelopes superscripted with **'APPOINTMENT OF A MANAGEMENT CONSULTANT TO STUDY AND REVIEW THE BUSINESS ACTIVITIES OF THE SERVICE NETWORK OF THE COMPANY FOR THE OPTIMISATION OF THE BUSINESS INFRASTRUCTURE WITH IMPLEMENTATION PLAN - Technical Bids'** and **'APPOINTMENT OF A MANAGEMENT CONSULTANT TO STUDY AND REVIEW THE BUSINESS ACTIVITIES OF THE SERVICE NETWORK OF THE COMPANY FOR THE OPTIMISATION OF THE BUSINESS INFRASTRUCTURE WITH IMPLEMENTATION PLAN - Financial Bids'** before the last date of submission of bids. Out of two envelopes, one envelope should contain technical bid and one should contain the financial bid. Please note that if both technical and financial bids are placed in same envelope then the bids will not be considered for evaluation.
- 3.8.2. The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The envelope shall be addressed to ECGC at the said address given in Schedule of Events. The envelopes shall contain completely filled documents in the following order:
- Envelope – 1 (Technical Bid)
- (i) Annexure – 5: Acknowledgment;
  - (ii) Annexure – 6: Format for application duly filled in and applicable supporting documents as documentary evidence of eligibility;
  - (iii) Annexure-2: Details of Professional staff;
  - (iv) Annexure – 10: Integrity Pact;
  - (v) Annexure – 11: Non-Disclosure Agreement;
  - (vi) Comments & suggestions on Scope of work (Terms of Reference).
  - (vii) Approach & methodology.

- (viii) Work Schedule (including expected commencement day, draft submission, etc.).

Envelope -2

- (i) Annexure – 4: Financial Bid;
- (ii) Annexure – 8: Bank Details.

- 3.8.3. All envelopes should indicate the name and address of the Bidder on the cover.
- 3.8.4. If the envelope is not sealed and marked, ECGC will assume no responsibility for the Bid's misplacement or its premature opening.
- 3.8.5. The documents like formats, supporting documents as mentioned above etc. should be submitted in one lot in one envelope.
- 3.8.6. Any Eligibility and Technical Bid not conforming to the above list of documents will be rejected.
- 3.8.7. The Eligibility and Technical Bid should NOT contain any price information. Such bid, if received, will be rejected.

**3.9. Bid Prices**

- 3.9.1. Prices are to be quoted in Indian Rupees up to two decimal point only in the format at Annexure – 4.
- 3.9.2. Prices quoted should be exclusive of all Central / State Government levies, taxes (including Service Tax / GST) and inclusive of all out of pocket expenses of the Consultant. It may be noted that the ECGC will not pay any other amount and other expenses like travel and accommodation etc. except the agreed professional fees and applicable taxes.
- 3.9.3. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, during the validity period of the contract. Taxes / Duties / Levies / Cess etc. levied by Central or State Governments, or Statutory, Quasi-Government Bodies, or Regulators may be charged as per actuals, and are allowed to vary. A Bid submitted with an adjustable price quotation, other than exceptions specified herein, will be treated as non-responsive and shall be rejected.

- 3.9.4. The Financial Bid contradicting the Technical Bid in any manner will be rejected.
- 3.9.5. Financial Bid which is conditional will be rejected.
- 3.9.6. Any overwriting, erasure, etc. has to be initialed by the authorized person.

### **3.10. Period of Validity of Bids**

- 3.10.1 Bids shall remain valid up to signing of the agreement or for a period of 90 (Ninety) days, whichever is earlier, from the date of opening of the Bid. Bidder shall not be entitled during this period to revoke or vary the content of Bid or any term thereof. In such case of making any variation subsequent to submission of bid, the offer shall be treated as "REJECTED". ECGC may debar such Bidders from any future RFPs who revoke or vary the content of Bid or any term after the last date for submission of bid.
- 3.10.2 In exceptional circumstances, ECGC may solicit the Bidder's consent to an extension of the period of validity of the Bid on the same terms and conditions. The request and the responses thereto shall be made in writing. At this point, a Bidder may refuse the request without risk of exclusion from any future RFPs or any debarment.
- 3.10.3 The Company reserves the right to call for fresh quotes any time during the validity period of the Bid, if considered necessary.

### **3.11. Modification and Withdrawal of Bids**

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

contracts / business, provided the Bidder submits its decision to the Company in writing, along with its reasons for the same.

- 3.11.3. No Bid shall be modified after the deadline for submission of Bids.
- 3.11.4. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in penal action including debarment or exclusion from any future RFPs / contracts / business of the Company.

### **3.12. Opening and evaluation of bids**

- 3.12.1. ECGC reserves the right to open the Bids received within the time prescribed as per the schedule mentioned in the Schedule of Events given in the RFP.
- 3.12.2. ECGC will examine the Bids to determine whether they are complete, whether the required formats have been furnished, the documents have been properly signed, and that the Bids are generally in order.
- 3.12.3. Prior to the detailed evaluation, ECGC will determine the responsiveness of each Bid to the Bid Document. For purposes of these clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bid Document without any deviations.
- 3.12.4. Only those Bidders and Bids which have been found to be in conformity of the terms and conditions of RFP during the preliminary evaluation would be taken up by ECGC for further detailed evaluation.
- 3.12.5. No Bidder shall contact ECGC on any matter relating to its Bid, from the time of opening of the Proposals to the time the Contract is awarded. Any effort by a Bidder to influence ECGC in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid and barring such bidder/s from any future RFPs / contracts / business with ECGC.

### **3.13. Scoring Criteria:**

- 3.13.1. The technical bid submitted will be evaluated by a Selection Committee to be appointed by ECGC. The Selection Committee would undertake a discussion / presentation with the bidders on the understanding of the

key challenges before ECGC, proposed Approach and Methodology to be adopted to develop effective business strategy, experience of proposed team, delivery time etc. The technical capabilities and competence of the firm should be clearly reflected in the discussion / presentation. ECGC will inform the date, time and venue of the discussion / presentation to the Consultancy firms that have met the eligibility criteria.

3.13.2. It may be noted that the key members of the team proposed in the Technical Proposal (in Annexure 2) will need to necessarily be made available to ECGC for delivery of the assignment and they should be present during the presentation. During the course of the discussion / presentation, ECGC has the right to interview the proposed personnel, to decide whether to deploy him / her in the project or not. ECGC shall reserve the right to seek the change of Resource personnel in case of need. ECGC reserves the right to review the decision of appointment in the event ECGC is not satisfied with the performance.

3.13.3. Based on the details submitted by the bidders in the Technical Proposal and the Discussion / Presentation with the Selection Committee of ECGC, the Technical Evaluation of the eligible firm will be carried out as per the detail outlined below:

**(i) Qualifications and experience (25 marks)**

- a. Experience of the firm of carrying out similar assignments in India;
- b. International experience of dealing with other ECAs;
- c. Experience in dealing with export financing institutions;
- d. Capacity of consultants to carry out the assignment;
- e. Organization and management.

**(ii) Proposed methodology and works plan (20 marks)**

- a. Understanding of the objectives of the assignment;
- b. Responsiveness to the Scope of work (Terms of Reference);
- c. Innovativeness;
- d. Quality and clarity;
- e. Flexibility and adaptability;
- f. Timeliness of outputs;

**(iii) Relevant experience of Key Personnel and Team Leader (35 marks)**

- a. Experience and qualification of the Team Leader.
- b. Experience of the core team that will be handling the assignment, their background, academic / professional qualification.
- c. Experience in similar assignments;
- d. Cumulative work experience.

Bidders who are eligible as per the eligibility criteria and score at least 60 marks out of 80 from the technical evaluation criteria as described above would be considered for short listing for making a presentation to the Selection Committee. ECGC, at its sole discretion, may also choose to lower the minimum score from 60 marks.

**(iv) Presentation Cum Interview (20 marks)**

- a. Understanding of the scope of the assignment.
- b. Understanding of the context of the assignment.
- c. Understanding of the deliverables
- d. Composition of team and overall approach to the delivery.

Bidders who are eligible as per the eligibility criteria and score at least 75 marks out of 100 from the technical evaluation criteria as described above would be considered as technically qualified. ECGC, at its sole discretion, may also choose to lower the minimum score from 75 marks.

3.13.4. Financial proposals of only those applicants who are technically qualified (scoring 75 and above) shall be opened on the date and time to be advised to the qualified bidders, in the presence of the qualified bidders and/or their representatives who choose to attend.

3.13.5. The marks scored in the technical bid which essentially rates the bidder on technical criteria will be given weightage of 80%. The financial bids will be given weightage of 20%. The combined score of technical and financial bids will determine the ranking of the firms, who are qualified. In case of a tie in the combined score between bidders, the bidder with higher technical score will be given a higher rank. ECGC will invite the



top ranked consultant for negotiation based on the ranking derived from the combined score as per the calculation methodology given below:

Calculation of Combined Score

$$\text{Combined Score} = 80 \times (\text{ETS})/(\text{HTS}) + 20 \times (\text{LR} / \text{R})$$

HTS= Highest evaluated technical score among the qualified bidders; ETS= Evaluated technical score of bidder

LR= Lowest rate quoted among the qualified bidders; R = Rate quoted by the bidder

## Section – 4

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

- 4.1.** The Bidder who is selected as per the above evaluation process followed by negotiation shall be awarded the Contract. ECGC will notify the successful Bidder in writing, by letter or by e-mail, that its Bid has been accepted. ECGC is not obliged to provide any reasons for any such acceptance or rejection. The decision of ECGC shall be final, conclusive and binding on all the bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.
- 4.2.** 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. If the selected firm based on highest combined score fails to enter into contract due to whatsoever reasons, ECGC will invite the next ranked consultant for negotiations and award of the contract.
- 4.3.** The successful Bidder will have to execute a Service Agreement within 7 (seven) working days of the award of Contract and expected to commence the assignment soon thereafter. The draft of the Service Agreement is annexed herein below and marked as Annexure – 7. ECGC reserves the right to alter / vary / amend / modify all or any of the terms and conditions set out in the said draft Agreement before the same is signed by the parties.
- 4.4.** The assignments shall be completed within 2 months from the date of the award by ECGC.

Section – 5

**TERMS AND CONDITIONS OF CONTRACT (TCC)**

As stated in draft Service Agreement at Annexure 7.

## **Section – 6 (Annexures)**

1. Annexure 1: Scope of Work (Terms of Reference)
2. Annexure 2: Details of Professional Staff
3. Annexure 3: Queries
4. Annexure 4: Financial Bid Format
5. Annexure 5: Acknowledgement
6. Annexure 6: Format of Application
7. Annexure 7: Service Agreement Format
8. Annexure 8: Bank Details
9. Annexure 9: Eligibility Criteria
10. Annexure 10: Code of Integrity
11. Annexure 11: Non-Disclosure Agreement

**Scope of Work**

**“STUDY TO REVIEW THE BUSINESS ACTIVITIES OF THE SERVICE NETWORK OF THE COMPANY FOR THE OPTIMISATION OF THE BUSINESS INFRASTRUCTURE WITH IMPLEMENTATION PLAN”**

**1. Profile of ECGC:**

ECGC Ltd. is a Government of India Enterprise, incorporated on 30<sup>th</sup> July, 1957 under Companies Act, 1956. ECGC Ltd provides export credit insurance facilities to exporters and banks in India. 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.

Over the years, the Company has offered various export credit risk insurance products to suit the requirements of Indian exporters and commercial banks. The present paid up capital of the Company is Rs.4338 crore and the authorized capital is Rs. 10000 crore with a network of 46 branches and 4 regional offices manned by over 600 employees. Information on ECGC's products & services and past financial performance can be accessed from the ECGC's website: [www.ecgc.in](http://www.ecgc.in).

As mentioned above, ECGC has two broad portfolios i.e., Export Credit Insurance to Exporters covering the risk of non-payment by the overseas buyer/country and Export Credit Insurance to Banks covering the risk of default of the exporter in repayment of packing or post-shipment credit facilities extended by banks. The Company has a solvency ratio of around 48 and intends to effectively utilize its capital by servicing more exporters, thus, contributing to the country's economy. The post-pandemic world has also changed India's export potential significantly with new opportunities emerging. The Government of India (GOI) has also set ambitious target for country's growth in exports.

As per the mandate provided by the GOI, ECGC, through its offerings to exporters and banks, plays a vital role in enabling exporters to protect existing markets and explore new markets by offering credit risk protection for the receivables. It also supports nearly 20% of the exports from the country through various schemes/products. More than 85% of around 16,000 customers benefitted from ECGC's cover are small exporters.

## **2. Background**

- A. India has set an ambitious target of achieving \$1 trillion in merchandise exports and \$1 trillion in services exports by 2030. The integration of the global economy has shown that as exports grow, imports also grow as many technology, engineering and high-end products are part of a larger global value chain. Achieving this target would require improvements in the country's physical, digital and trade finance infrastructure, which are crucial components of a country's trade ecosystem.
- B. The changing market dynamics require specialized knowledge about the various attributes of the customer's business. Moreover, as part of the Company's focus on expanding its business and on laying greater emphasis on its core capabilities with the aim of improving service quality, the Company plans to review its business network with the aim of supporting its business outreach and financial growth.
- C. In view of the above, a study needs to be carried out by an external management consultant for optimizing the business infrastructure necessary for the effective implementation of the business strategy of the Company.

## **3. Objectives**

- A. The purpose of this study is to benchmark best practices in market and product distribution network in respect of trade credit insurance and other related domains currently operated and proposed to be ventured into by ECGC and propose policy recommendations and innovative solutions

related to the business infrastructure and branch network of the Company to enhance the overall efficiency and effectiveness of its products and services.

- B. The Management Consultant will be expected to achieve the following objectives:
- i. Identify industry best practices in the trade credit insurance domain adopted by peers in terms of their business infrastructure.
  - ii. Analyze the current state of the operational service network of ECGC and identify gaps and challenges in meeting the expectations of the customers, namely exporters and banks.
  - iii. Analyze gaps in service network and service delivery vis-à-vis the Micro, Small and Medium Enterprises (MSMEs).
  - iv. Suggest a comprehensive plan to expand business opportunities of ECGC against its competitors with optimizing the business infrastructure
  - v. Study the existing technological infrastructure with a view to centralizing the business processes and improving efficiency in service delivery as well as the business development activities.
  - vi. Propose policy recommendations and innovative solutions related to the business infrastructure and branch network to enhance the marketing efficiency and effectiveness of the trade credit insurance ecosystem of the Company.
  - vii. Develop a roadmap for the implementation of the proposed policy recommendations and solutions.

#### **4. Scope of Work**

- A. ECGC seeks consultancy advice from internationally-reputed management consultancy companies / firms with demonstrable

experience in the area of corporate strategy, with specific reference to exports, banks, insurance and financial institutions. The firm should be able to demonstrate past work in this field, ability to leverage contacts with international institutions, and devise a coherent strategy package to increase the efficiency and effective use of resources. Specifically, the selected firm shall, *de minimis*:

- i. Benchmark industry best practices adopted by the peers/ECAs (Export Credit Agencies) in terms of their business infrastructure.
- ii. Conduct an analysis of the current state of the physical as well as digital infrastructure of the Company and the related business ecosystem in India with a view to aligning the business development strategy with the evolving business requirements. This would include the capability to integrate with the stakeholders, including exporters, banks and other related agencies. This would include studying the effect of restructuring the service network of the Company in view of the Company's Enterprise Resource Planning (ERP) System.
- iii. Review the existing geographical reach and overall business processes being followed by ECGC for efficient delivery of its products and services.
- iv. Conduct consultations with key stakeholders, including employees, customers, financial institutions, brokers/intermediaries, exporters' associations and government agencies to understand their perspectives and identify specific challenges and opportunities for service delivery with a specific focus on the large number of MSME customers.
- v. Prepare a roadmap (vision document) for an optimum branch network for ECGC for next 10 years keeping in view the country's projected economic growth, overall Government strategy to boost exports, export targets, changing complexion of exports etc. in the context of the Company's role in export promotion and GOI's goal for achieving



a 5 trillion-dollar economy, with a scalable business model which complies with the regulatory requirements like expenses of management (EOM) etc.

vi. Recommendations on building capacity among stakeholders.

## **5. Deliverables**

A. The Management Consultant will be expected to deliver the following:

- i. A comprehensive and actionable report to the Board of Directors on industry best practices in the business infrastructure in the domain of trade credit insurance with a set of policy recommendations and innovative solutions for adopting optimized business infrastructure for enhancing the efficiency and effectiveness of the service delivery of the Company.
- ii. A roadmap for the implementation of the proposed policy recommendations and solutions, including timelines, milestones, and key performance indicators.
- iii. The consultant will make a comprehensive presentation on the report to the Company's Board/Management.
- iv. The selected firm should complete the study and submit the final report within two months from the signing of the contract. ECGC shall have the right at its sole and absolute discretion to extend the assignment for future requirements based on the rates finalized under this selection process or at the prices negotiated thereafter considering the team size and scope of the requirements.

### Details of Professional staff

#### 1. Team Profile:

For the full duration of the assignment, the project leadership and the project team should be detailed in the format given below.

PROFILE OF PROPOSED TEAM LEADER AND SENIOR MEMBERS	
NAME	
DESIGNATION	
QUALIFICATIONS	
NATIONALITY	
YEARS IN THE FIRM AND TOTAL WORK EXPERIENCE	
PREVIOUS WORK EXPERIENCE AND DURATION	
AREAS OF EXPERTISE RELEVANT TO RFP	
ROLE IN THE PROPOSED ASSIGNMENT	
LEVEL OF ENGAGEMENT IN THE PROPOSED ASSIGNMENT	

#### 2. Proposed list of dedicated personnel:

Sl. No.	Name	Age	Qualification	Experience relevant to RFP	Proposed role in the team
	Senior Management				
1					
2					
	Middle Management				
1					
2					
	Junior Management				
1					
2					

## Queries Format

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

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

## Price / Financial Bid Format

**PRICE/FINANCIAL BID FOR APPOINTMENT OF A MANAGEMENT  
CONSULTANT TO STUDY AND REVIEW THE BUSINESS ACTIVITIES OF THE  
SERVICE NETWORK OF THE COMPANY FOR THE OPTIMISATION OF THE  
BUSINESS INFRASTRUCTURE WITH IMPLEMENTATION PLAN**

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

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

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

<b>Sr. No.</b>	<b>Description of Services</b>	<b>Amount in INR</b>	<b>Amount in Words</b>
1	Total Consulting Fees		

**Terms and Conditions:**

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

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

-----

Signature of the Authorized Signatory of Bidder

Name:

Designation:

Contact no. (Mobile):

Email Id:

Company Seal:

## Acknowledgement

Date:

To,  
General Manager (HRD),  
ECGC Bhawan,  
CTS No.393,393/1 to 45,  
M.V Road Andheri East,  
Mumbai – 400069

Dear Sir/Madam,

**Subject: Response to the Request for Proposal (RFP) for “APPOINTMENT OF A MANAGEMENT CONSULTANT TO STUDY AND REVIEW THE BUSINESS ACTIVITIES OF THE SERVICE NETWORK OF THE COMPANY FOR THE OPTIMISATION OF THE BUSINESS INFRASTRUCTURE WITH IMPLEMENTATION PLAN”**

We, the undersigned, apply for appointment as the consultant to study and review the business activities of the service network of the company for the optimization of the business infrastructure with implementation plan as per the RFP document dated and declare that:

1. We agree that we have no objection with any of the clauses and bidding process of this Tender Document. We have no conflict of interest for undertaking the proposed assignment.
2. 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 RFP Document within the cost as stated in the Bid.

3. We meet the eligibility requirements as stated in the RFP document. We confirm that we have the requisite in-house expertise to carry out the proposed assignment.
4. If our Bid is accepted, we undertake to abide by all the terms and conditions of this RFP.
5. We confirm that we have not defaulted in any loan to any Bank/Financial Institution (FI) and our account has not been classified as Non-Performing Asset (NPA) with any Bank/FI. We further confirm that none of our companies/promoters/directors/partners in India appear in ECGC Specific Approval List, RBI Caution List, RBI Wilful Defaulter List (Suit filed as well as non-suit filed) and CIBIL Defaulter List, updated from time to time. On being included in any of the above lists, we shall immediately inform ECGC on the inclusion and reason for inclusion thereof.
6. We confirm that our firm has not been banned/ debarred/ blacklisted or declared ineligible for corrupt and fraudulent practices by the Govt. Of India, State Govts/ RBI/ ICAI and Multilateral agencies such as the World Bank, Asian Development Bank, African Development Bank. We also note to inform ECGC immediately if the above actions are taken against our firm during the entire bidding process.
7. All information, statements and description contained in the Application are in all respect true, correct and complete to the best of our knowledge and belief. We understand that misrepresentation of facts in our Application and contravention to any of the terms and conditions of RFP may lead to rejection of our Application.
8. 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 Bid if ECGC finds that the required information is not provided or is provided in a different format not suitable for evaluation process for any other reason as it deems fit. ECGC's decision shall be final and binding on us.

9. We agree that ECGC reserves the right to amend, rescind or reissue this RFP Document and all amendments any time during the tendering process.

.....

Signature of the authorized Signatory of Company

(Company Seal)

Name :

Designation :

Contact No (Mobile) :

Email ID :

Board Resolution for the authorized signatory signing the documents/bids



## Format for Application

ईसीजीसी लिमिटेड

ECGC Limited

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

CIN: U74999MH1957GOI010918, IRDA Registration no – 124

**APPLICATION FORMAT FOR OF A MANAGEMENT CONSULTANT TO STUDY  
AND REVIEW THE BUSINESS ACTIVITIES OF THE SERVICE NETWORK OF  
THE COMPANY FOR THE OPTIMISATION OF THE BUSINESS  
INFRASTRUCTURE WITH IMPLEMENTATION PLAN**

क्रसं Sr.	विवरण Particulars	
1	Name, Address, telephone number(s), email and website of the Firm/Company	
2	The bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 or Partnership firm/LLP registered in India under Partnership Act 1932/2008 as amended and should have been in existence for last 3 years as on the RFP issuance date.	Certificate of Incorporation/ Constitutional Documents. Also, a copy of PAN, TAN and GSTIN Certificate.
3	Names of Partners, (Directors with membership number or DIN) (if applicable), Qualifications and experience	
4	The firm should not have been banned/blacklisted/barred/ disqualified/ prohibited by Govt. of India/State Govts/ Multilateral agencies such World Bank, ADB, AfDB/ RBI/ICAI. The firm should not	Declaration & Undertaking by the firm on its letter head. The bidder is also required to sign an Integrity pact as per Annexure -10.

	have defaulted to Banks/FIs in India in payment of dues.	
5	The firm should have undertaken at least 3 similar assignments for Indian Public Sector Banks / Indian Financial Institutions / Export Insurance Agencies / etc. during the last five years (date of completion of assignment should be within last 5 years of date of issue of this RFP). Experience with Public Sector Entities / Exim Banks / ECAs would be an added advantage.	Completion certificate from the client, along with a copy of the contract. In the absence of completion certificate, self-declaration on its letter head, a copy of the contract/detailed work order and contact details of key officials at client's end who may be contacted for confirmation of credentials.
6	The bidder should have Net Profit (PAT) during the last 3 consecutive financial years i.e. FY 20-21, FY21-22 and FY 22-23.	Certified copies of audited financial statements of last 3 years.
7	The bidder should be a Management Consulting Firm with an annual revenue (net of GST) of at least ₹200 crore in each of the three financial years i.e. 2020-21, 2021-22 and 2022-23. Revenues refer to the revenues that the management consulting firm has earned as advisory fees in India on topics such as strategy/ operations/ transformation/ turnaround/HR etc. through specialized expertise and experience. Revenue from services other than management consultancy e.g. audit, tax, rating etc. would not be included.	Auditor's certificate stating revenues from management consulting business for last three financial years.
8	Any other information	

## 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 एतद्वारा 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 approval of our proposal/bid or to any third person any material or any other benefit which he/she is not legally entitled to, in order to obtain in exchange advantage of any kind whatsoever, before or during or after the processing and/or approval of our proposal/bid."

स्थान : मुंबई

Place: MUMBAI

दिनांक /Date:

मोहर के साथ हस्ताक्षर

Signature with Seal

**Service Agreement Format**

This **SERVICE AGREEMENT** (hereinafter referred to as “**Agreement**”) is made and entered into on this the [•] day of [•] Two Thousand and Twenty Three [\_\_\_/\_\_\_/2023),

BY AND BETWEEN:

**ECGC Limited**, a Public Sector Enterprise wholly owned by Government of India, having its registered office at ECGC Bhawan, CTS No.393,393/1 to 45, M.V Road Andheri East, Mumbai – 400069 (hereinafter referred to as the “**Company**”, which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns), of the ONE PART;

AND

**M/s.....** a company/ firm/partnership firm with registration no.....’ having its registered office at ----- (hereinafter referred to as the “**Consultant**”, which term shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns), of the OTHER PART.

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

**WHEREAS:**

1. The Company is, *inter alia*, engaged in the business of providing export credit insurance to Indian exporters and banks;
2. The Consultant is, *inter alia*, involved in the business of providing Management Consultancy services.
3. The Company floated Request for Proposal having reference: **ECGC/HRD/1091/2023-24** dated 26.08.2023 (hereinafter referred to as “the said RFP”)

4. The Consultant has become the successful bidder in the said RFP and the Company has selected the Consultant to provide services as mentioned in the Annexure - 1 of the said RFP and the Consultant has agreed to provide the services, as they undertake to have the required skills and personnel.

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

**1. Definitions:**

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

- i. "The Services" means the scope of services which the Consultant is required to provide to ECGC under the Contract.
- ii. "The Contract" means the agreement entered into between ECGC and the Consultant, and signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- iii. "The Contract Price" means the price payable to the Consultant under the Contract for the full and proper performance of its contractual obligations;
- iv. "TCC" means the Terms and Conditions of Contract;
- v. "The Project/Assignment" means the study to review the business activities of the service network of the company for the optimization of the business infrastructure with implementation plan.
- vi. Confidential Information means all the information of the Company which is disclosed to the Consultant whether oral or written or through visual observation or in electronic mode and shall include but is not limited to trade secrets, know-how, techniques, processes, plans, algorithms, software programs, source code, business methods, customer lists, contacts, financial information, sales and marketing plans techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, clients, client data, business affairs, operations, strategies, methodologies, technologies, employees, subcontractors, the contents of any and all agreements,

subscription lists, photo files, advertising materials, contract quotations, documents, passwords, codes, computer programs, tapes, books, records, files and tax returns, data, statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Solicitors, Barristers, Attorneys, Chartered Accountants, Company Secretaries, Auditors, etc. Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872, legal notices sent and received, policy files, Claim files, Insurance policies, their rates, advantages, terms, conditions, exclusions, charges, correspondence from and with clients/ customers or their representatives, Proposal Forms, Claim-forms, Complaints, Suits, testimonies, matters related to any enquiry, claim-notes, defenses taken before a Court of Law, Judicial Forum, Quasi-judicial bodies, or any Authority, Commission, pricing, service proposals, methods of operations, procedures, products and/ or services and business information of the Company.

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

- 2.1. The Company hereby appoints the Consultant to provide the 'Services' clearly set out under the '**Scope of Work**' as per Annexure – 1 of the said RFP with effect from XX.XX.XXX ("**Effective Date**") and within a period of 2 months from such effective date and the Consultant hereby agrees to provide the Services in accordance with the terms and conditions as stipulated below.
- 2.2. The Consultant, acting as an independent contractor, shall provide the Services ("Services") and the Deliverables ("Deliverables"), as per the specifications mentioned in Annexure – 1 of the said RFP.

## **3. PAYMENT TERMS**

- 3.1. Fees payable for the services shall be as per the completion of work assigned in accordance with Scope of work as per Annexure – 1 of the said RFP and Letter of Award of Contract dated .....
- 3.2. Payment shall be made in Indian Rupees (INR) only.

- 3.3. Payment shall be made via electronic fund transfer only to the bank account specified, as per the form provided under Annexure -8, in the RFP response.
- 3.4. Payments shall be made only on receipt of invoice along with the relevant supporting documents, if any from the Consultant. The Company shall not be liable to pay any interest for delayed payment whatsoever.
- Provided, however that the Company shall be entitled to withhold payment on the grounds of deficiency in service and shall communicate the same vide written communication.
- 3.5. It may be noted that ECGC shall not pay any additional amount / expenses / charges/ fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / miscellaneous expenses/ out of pocket expenses other than the agreed amount as per the contract.
- 3.6. All payments shall be subject to TDS and any other taxes as per the tax rules prevalent at the time of payment.
- 3.7. It is clearly agreed and established that the Consultant operates as an independent Contractor and the consideration referred to hereinabove is inclusive of its business expenses and statutory obligations and that there are no hidden or other costs or expenses chargeable on the Company.
- 3.8. Payment will be released according to deliverables mentioned in the table below:
- i. Submission of First Interim Report - 30%;
  - ii. Submission and approval of first draft report covering the entire scope - 30%;
  - iii. Submission and approval of the final report including plan for implementation - 40%.

No advance amount shall be paid under this assignment.

#### **4. CONSULTANT'S RESPONSIBILITIES**

- 4.1. The Consultant shall be responsible for:
- 4.1.1. Providing the Services to be delivered or rendered hereunder, of the type and quality as specified in the relevant **Scope of Work as per Annexure 1 of the said RFP.**
  - 4.1.2. Complying with Company's internal guidelines, instructions, manuals, scrutiny lists, procedures, further specifics and requirements ("**Guidelines**") in relation to the Services, as may be provided in writing

by the Company to the Consultant. However, in the event there is a conflict between the guidelines and the terms set out in the Agreement, the terms set out in the Agreement shall prevail;

- 4.1.3. Supervising and controlling its staff/ employee/ personnel deployed (If any) at the Company's premises for providing the Services; and
- 4.1.4. Ensuring that the deliverables do not infringe any third party's Intellectual Property Rights.
- 4.1.5. Complying with all applicable laws and regulations in the course of providing the Services and any other responsibilities that may arise during the performance of the services as mentioned in **Scope of Work**.
- 4.1.6. Ensuring the assignment is completed in a timely manner as per timeline provided in the RFP.

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

- 5.1. The Company, on its part, shall be responsible for:
  - 5.1.1. Providing the necessary assistance for delivery of Services by way of providing the necessary information, documents, supplies and such other facilities as set out in relevant **Scope of Work**.
  - 5.1.2. Performing all other general acts as may be necessary to enable the Consultant to efficiently provide the Services.

## **6. Service Delivery Location**

The major scope of work as mentioned above will be required to be delivered at ECGC Limited, ECGC Bhawan, CTS No.393,393/1 to 45, M.V. Road Andheri East, Mumbai – 400069. The Team may also be required to travel for meetings with / discussions with / presentations as per requirement of ECGC as per scope of work.

## **7. INTELLECTUAL PROPERTY**

- 7.1. All the manuals, guidelines, documents etc. provided by Client/company shall be treated as Confidential information by the Consultant.
- 7.2. The Company shall retain all rights, title, interest including intellectual rights in and to the methodologies, procedures, techniques, ideas, concepts etc.



embodied in the deliverables, developed or supplied in connection with this Agreement.

- 7.3. The Consultant shall provide Reports, Documents and all other relevant materials, etc. during the assignments to the Company and the Company shall own all IPRs in such Reports, Documents and all other relevant materials, artifacts etc. All documents related to such shall be treated as confidential information by the Consultant.
- 7.4. It is however hereby clarified that if the Deliverables incorporate any pre-existing intellectual property rights of the Company, the rights therein shall continue to vest with the Company.
- 7.5. A party shall not directly or indirectly, use any of the other party's trademarks, trade names, service marks and logos in any manner, except as permitted by the other party in writing.

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

- 8.1. The Company shall be deemed to be the owner of all Confidential Information.
- 8.2. The Consultant will use the Company's Confidential Information solely to fulfil its obligations as part of and in furtherance of this service contract.
- 8.3. The Consultant shall not use the Confidential Information in any way that is directly or indirectly detrimental to the Company or its subsidiaries or affiliates, and shall not disclose the Confidential Information to any unauthorized third party. The Consultant shall not disclose any Confidential Information to any person except to its employees and consultants, on a need-to-know basis, who have prior to the disclosure of or access to any such Confidential Information agreed in writing to receive it under terms as restrictive as those specified in this Agreement. In this regard, any agreement entered into between the Consultant and any such person/s shall be forwarded to the Company promptly thereafter. Prior to disclosing any Confidential Information to such person/s, the Consultant shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information.
- 8.4. The Consultant shall use the same degree of care in safeguarding the Confidential Information as it uses or would have used in safeguarding its own Confidential Information, and shall take all steps necessary to protect the Confidential Information from any unauthorized or inadvertent use.

## **9. INDEMNITY**

- 9.1. Defaulting party shall indemnify, defend and hold harmless the other from and against any and all liability, losses, costs and expenses (including reasonable attorney's fees) relating to or arising out of the breach of this Agreement, the negligence or willful misconduct of defaulting party, or its employees or agents. No party shall however be liable for any loss or damage arising from reliance on any information or materials supplied by the other party or any third party on behalf of the other party, or for any inaccuracy or other defect in any information or materials supplied by the other party or any third party on behalf of the other party.
- 9.2. Notwithstanding anything stated herein, neither party shall be liable to the other party for any indirect, incidental, consequential, special or exemplary or other damages, including but not limited to loss of business, profits, information, business interruption and the like, suffered by the other or any third party under or in pursuance of the terms hereof, howsoever arising, whether under contract, tort or otherwise, even if advised about the possibility of the same.
- 9.3. Consultant servicing ECGC should comply with ECGC's Information Security Policies in key concern areas relevant to the activity, the broad areas are:
- i. Responsibilities for data and application privacy and confidentiality.
  - ii. Physical security of the Services / Equipment provided by the Consultant.
- 9.4. Consultant shall also be required to comply with the statutory and regulatory requirements as imposed by various statutes, labour laws, local body rules, State and Central Government Body statutes, and any other regulatory requirements applicable on the Consultant, and shall produce the same for records of ECGC and / or its Auditors and / or its regulator.

## **10. LIMITATION OF LIABILITY**

Except for breach of Confidentiality and Infringement of Intellectual property rights under this agreement, each party's total liability for any damages, losses, costs, liabilities arising out of or in connection with this Agreement whether under contract, tort or otherwise shall not exceed an amount equivalent to the total fees paid by the Company to the Consultant under this Agreement.

## **11. WARRANTY**

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

## **12. TIME PERIOD AND TERMINATION**

- 12.1. The Consultant would be required to submit final reports within two months. The time period can be extended by the Company, if required.
- 12.2. The term of this agreement shall be four months from date of signing or submission and approval of the final report, whichever is earlier.
- 12.3. In case of a breach (material in nature) under the Contract or any other subsequent documents containing obligations under the service agreement, the Company shall notify the Consultant and give a period of further maximum 7 (seven) days to rectify the breach as to the Company's satisfaction. In case the breach is not rectified to the Company's satisfaction, the Company reserves the right to terminate the contract by giving a written notice of 15 (fifteen) days.
- 12.4. ECGC shall have the right to terminate this Contract in part or in full in any of the following cases:
  - (i) The Bidder is declared bankrupt or becomes insolvent;
  - (ii) ECGC has noticed that the Bidder has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.;
  - (iii) With mutual agreement.

- 12.5. In case of termination of Agreement, the Consultant shall not be entitled to fees or compensation except the fees payable to them up to the state of work actually done as per the payment milestones which shall be decided and determined by the Company.
- 12.6. Termination or cancellation of this Agreement for any reason shall not release either party from any liabilities or obligations set forth in or arising from this Agreement which remain to be performed or by their nature would be intended to be applicable following any such termination or cancellation. In case of any loss or damage due to default on the part of the Consultant in performing any of its obligations with regard to executing the scope of work under this Agreement, the Consultant shall compensate the Company for any such loss, damages or other costs incurred by ECGC.

### **13. Working on ECGC's Holiday**

Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 (three) working days prior to the date of holiday, to respective locations head. The Consultant should provide the visiting Team member's details in advance to respective offices. The Team Member shall visit at the scheduled date and time and show his identity card/ permission letter when asked for.

### **14. LIQUIDATED DAMAGES**

- 14.1 The Consultant shall adhere to the terms and conditions and all the requirements laid down in the RFP Documents and this Agreement. In the event of delay in performance, as per the requirements of this Agreement and where the Consultant is solely responsible, the Consultant shall be liable to pay Liquidated Damages at 1% of the Contract Price for every week of delay or part of a week subject to a maximum of 10% of the contract price.
- 14.2 Any such Liquidated Damages when levied may be offset as against any pending payment/future payment by the Company to the Consultant.
- 14.3 All Liquidated Damages levied shall be exclusive of each other. The aggregate Liquidated Damages at any point of time should not exceed 50% of the Contract value. If the liquidated damages exceed this amount, ECGC

reserves the right to terminate this Agreement by giving 15 days' notice in writing and or pursue other remedies available under the Agreement.

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

## **15. MISCELLANEOUS PROVISIONS**

15.1. It is expressly agreed between the parties that the Contract, The Request for Proposal (RFP) Document, any addendum or corrigendum issued thereafter and the complete Annexures thereto constitute the Entire Agreement between the Parties.

15.2. AMENDMENT: The Company does not agree to any proposed addition, alteration, or deletion of any part of this Agreement by the Consultant unless agreed to in writing by the parties. Any other statement of Consultant shall not alter, add to, or otherwise affect these terms and conditions.

15.3. All notices, requests, demands or other communications which are required to be given pursuant to the terms of this Agreement shall be in writing addressed to the above-mentioned addresses and will be deemed to have been duly given when received. The notices shall be sent to the addresses as set forth above and to the attention of the signatories of this Agreement, or to such other addresses or individual(s) as the Parties may mutually agree in writing from time to time.

15.4. Consultant agrees and undertakes that they have not directly or through any other person or firm offered, promised or given nor shall offer, promise or give, to any employee of ECGC involved in the processing and/or approval of their proposal or to any third person any material or any other benefit which he/she is not legally entitled to, in order to obtain in exchange advantage of any kind whatsoever, before or during or after the processing and/or approval of their contract.

15.5. During the term of this agreement and one year thereafter, the parties shall not solicit, encourage or attempt to solicit, induce or encourage, either directly or indirectly, any of the party's personnel or employee for employment, unless prior written permission is obtained from the other party; provided however,

that the foregoing shall not apply to the hiring of employees who respond to Internet or other advertisements of general circulation not specifically targeted to such employees.

- 15.6. The relationship between Company and Consultant is solely that of an Independent contractor and the relationship is on a principal-to-principal basis. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create an employment or agency relationship or a partnership between a party and the other party or the other party's employees or Clients or agents.
- 15.7. ASSIGNMENT: This Agreement shall not be assigned by either party without the prior written consent of the other party.
- 15.8. SEVERABILITY: If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be struck from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect.
- 15.9. 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.
- 15.10. REPRESENTATION AND WARRANTIES
  - a) This Agreement along with the said RFP, bids and other annexures constitutes the entire agreement between parties relating to the subject matter hereof and supersedes any prior proposals, understandings, correspondence or other documents exchanged between the parties prior hereto. This Agreement can be modified, supplemented or amended only by a written agreement executed by both parties.
  - b) The Consultant has necessary infrastructure and expertise to provide the Services and is duly authorized to enter into this Agreement and to perform the Services to the best of its abilities in a professional workmanlike manner and deliver the services to the Company in accordance with scope of work and is under no contractual and/or legal restriction which may in any manner interfere in the performance or delivery of Services by the Architect.
  - c) It is authorized to execute and implement this Agreement and discharge its obligations hereunder and in terms of the applicable laws and regulations.

- d) The performance of its obligations as per this Agreement does not and shall not violate or conflict in any manner with any duty or obligation owed to any third party.

15.11. **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 RFP, the subsequent contract awarded or the terms and conditions of the Contract.

15.12. **Force Majeure:**

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

15.13. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by registered pre-paid mail or email, addressed to the abovementioned address of the party to whom it is sent.

15.14. COUNTERPARTS: This Agreement may be executed in duplicate, with one copy for each of the Parties. Each copy shall be considered as original.

Both Company and Consultant shall sign such further and other documents, cause such meetings to be held, resolutions passed and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

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

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

**For and on behalf of  
CONSULTANT  
the “Consultant” aforesaid,  
through its authorised signatory**

\_\_\_\_\_  
—

\_\_\_\_\_  
—

**NAME :**  
**DESIGNATION : GM(HRD)**

**NAME:**  
**DESIGNATION:**

WITNESSES:

1.

2.



**Bank Details**

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

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

**Eligibility criteria**

The bidders must fulfill following eligibility criteria:

- a) The bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 or Partnership firm/LLP registered in India under Partnership Act 1932/2008 as amended and should have been in existence for last 3 years as on the RFP issuance date.
- b) The bidder should have Net Profit (PAT) during the last 3 consecutive financial years i.e. FY 20-21, FY21-22 and FY 22-23.
- c) The bidder should be a Management Consulting Firm with an annual revenue (net of GST) of at least ₹200 crore in each of the three financial years i.e. 2020-21, 2021-22 and 2022-23. Revenues refer to the revenues that the management consulting firm has earned as advisory fees in India on topics such as strategy/ operations/ transformation/ turnaround/HR etc. through specialized expertise and experience. Revenue from services other than management consultancy e.g. audit, tax, rating etc. would not be included.
- d) The firm should have undertaken at least 3 similar assignments for Indian Public Sector Banks / Indian Financial Institutions / Export Insurance Agencies / etc. during the last five years (date of completion of assignment should be within last 5 years of date of issue of this RFP). Experience with Public Sector Entities / Exim Banks / ECAs would be an added advantage.
- e) The firm should not have been banned/blacklisted/barred/ disqualified/ prohibited by Govt. of India/State Govts/ Multilateral agencies such World Bank, ADB, AfDB/ RBI/ICAI. The firm should not have defaulted to Banks/FIs in India in payment of dues.

**CODE OF INTEGRITY**

**DECLARATION**

I/We \_\_working as \_\_in \_\_\_\_ (name of the Consultant and complete address in full be mentioned), hereby solemnly affirm and declare that I have been authorized by the Consultant to sign the bids. I hereby declare and certify, on behalf of the Consultant, that we have accepted all the terms & conditions mentioned in the RFP and we shall abide by all the terms & conditions of the Contract.

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

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

Signature of Authorized Signatory of the Consultant with Seal & Stamp

Date :

Place:

Name:

Designation:

Address:

**Non-Disclosure Agreement**

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

BETWEEN

..... (Bidder), (hereinafter to be referred to as “Bidder”) 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 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 ECGC Bhawan, CTS No.393,393/1 to 45, M.V Road Andheri East, Mumbai – 400069 on the following terms and conditions:

WHEREAS, in the course of the participation in Tender Ref. No. ECGC/HRD/1091/2023-24 dated 26.08.2023, the Bidder (the Receiving Party) acknowledges that they may have access to ECGC’s (the Disclosing Party) such information, which is of a confidential nature. They further acknowledge that such confidential information, of ECGC is to be used only for the preparation of appropriate Bid and to protect such confidential information from unauthorized use and disclosure;

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

This Agreement shall apply to all confidential and proprietary information disclosed by ECGC to the Bidder, including information included in the caption ‘Definitions’ of this Agreement and other information which ECGC identifies in writing or otherwise as confidential (“Confidential Information”). Information may be in any form or

medium, tangible or intangible, and may be communicated/disclosed in writing, orally, electronically or through visual observation or by any other means to Bidder by ECGC.

## **1. Definitions**

(a) CONFIDENTIAL INFORMATION means all the information of ECGC which is disclosed to the Bidder pursuant to the business arrangement whether oral or written or through visual observation or in electronic mode and shall include but is not limited to trade secrets, know-how, processes, plans, software programs, business methods, customer lists, contacts, financial information, sales and marketing plans techniques, contracts, business plans, business affairs, operations, strategies, employees, subcontractors, the contents of any and all agreements, subscription lists, photo files, advertising materials, documents, data, statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Solicitors, Barristers, Attorneys, Chartered Accountants, Company Secretaries, Auditors, Surveyors, Loss Assessors, Investigators, Forensic experts, Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872, legal notices sent and received, Claim files, 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.

However, in addition, without limitation, no information that is exempted from disclosure under section 8 or any other provision of Right to Information Act, 2005 shall at any time be disclosed by the Bidder to any third party.

(b) MATERIALS mean including without limitation, documents, models and lists furnished to the Bidder by ECGC and any tangible embodiments of ECGC's Confidential Information created by the Bidder.

## **2. Covenant Not to Disclose**

- 2.1. The Bidder will use ECGC's Confidential Information solely to fulfil its obligations as part of and in furtherance of the actual or potential business relationship with ECGC. The Bidder shall not use the Confidential Information in any way that is directly or indirectly detrimental to ECGC or its subsidiaries or affiliates, and shall not disclose the Confidential Information to any unauthorized third party. The Bidder shall not disclose any Confidential Information to any person except to its employees, on a need to know basis, who have prior to the disclosure of or access to any such Confidential Information agreed in writing to receive it under terms as restrictive as those specified in this Agreement.
  
- 2.2. In this regard, prior to disclosing any Confidential Information to such person/s, the Bidder shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. The Bidder shall use the same degree of care in safeguarding the Confidential Information as it uses or would use in safeguarding its own Confidential Information, and shall take all steps necessary to protect the Confidential Information from any unauthorized or inadvertent use. In no event shall the Bidder take all reasonable measures that are lesser than the measures it uses for its own information of similar type. The Bidder 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 Bidder 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.
  
- 2.3. This confidentiality obligation shall not apply only to the extent that the Bidder 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 Bidder or its Representatives prior to disclosure by ECGC;
- (c) the Confidential Information of ECGC is required to be disclosed by a Government agency, is the subject of legal proceeding or demand for disclosure; provided, however, that the Bidder has given the ECGC prompt written notice of such demand for disclosure and the Bidder reasonably cooperates with ECGC's efforts to secure an appropriate protective order prior to such disclosure.
- (d) is disclosed with the prior consent of or was duly authorized in writing by ECGC.

### **3. Return of the Materials**

Upon ECGC's request, the Bidder shall either return to ECGC all Information received as Confidential Information or shall certify to ECGC that all media containing such Information have been destroyed.

### **4. Ownership of Confidential Information**

- 4.1. ECGC shall be deemed to be the owner of all Confidential Information disclosed by it or its officials to the Bidder or its agents hereunder, including without limitation all patents, copyright, trademark, service mark, trade secret and other proprietary rights and interests therein, and the Bidder acknowledges and agrees that nothing contained in this Agreement shall be construed as granting any rights to the Bidder, by license or otherwise in or to any Confidential Information. Confidential Information is provided "as is" with all faults.
- 4.2. 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.

4.3. 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**

5.1. The Bidder 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 Bidder of the provisions contained herein, and the Bidder 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.

5.2. The Bidder 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 Bidder criminally liable for Breach of Trust under section 405 of the Indian Penal Code.

## **6. Term**

This Agreement shall be effective on the first date written above and shall continue in full force and effect at all times thereafter. This Agreement shall however apply to Confidential Information disclosed by ECGC to the Bidder



prior to, as well as after the effective date hereof. The Bidder acknowledges and agrees that the termination of any agreement and relationship with ECGC shall not in any way affect the obligations of the Bidder in not disclosing of Confidential Information of ECGC set forth herein. The obligation of non-disclosure of Confidential Information shall bind the parties, and also their successors, nominees and assignees, perpetually.

## **7. Governing Law & Jurisdiction**

This Agreement shall be governed by and construed with solely in accordance with the laws of India in every particular, including formation and interpretation without regard to its conflicts of law provisions. Any proceedings arising out of or in connection with this Agreement shall be brought only before the Courts of competent jurisdiction in Mumbai.

## **8. 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.

## **9. Waiver**

No term or provision hereof will be considered waived by either party and no breach excused by the Bidder, unless such waiver or consent is in writing signed by or on behalf of duly Constituted Attorney of ECGC. No consent or waiver whether express or implied of a breach by ECGC will constitute consent to the waiver of or excuse of any other or different or subsequent breach by the Bidder.

## **10. Severability**

If any provision of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic or legal effect as the original provision or will be struck off and the remainder of this Agreement will remain in full force.

## **11. 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 (Human Resource Department),  
ECGC Limited  
ECGC Bhavan,  
CTS No. 393, 393/1-45,  
Village Gundavali, M.V. Road,  
Andheri (East), Mumbai – 400069  
For email: hrd@ecgc.in

Bidder's address & e-mail id:

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

**SIGNED SEALED & DELIVERED BY THE WITHIN NAMED BIDDER**

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