



### **Annexure - 3: Acknowledgement of RFP Terms and Conditions**

Date:

To,  
Deputy General Manager  
Information Technology Division,  
ECGC Limited,  
1<sup>st</sup> Floor, CTS No. 393, 393/1-45,  
Sir Mathuradas Vasanji Rd, Bima Nagar,  
Andheri East, Mumbai, Maharashtra 400053

Dear Sir/Madam,

**Subject: Response to the Request for Proposal for “SOFTWARE DEFINED WIDE AREA NETWORK (SD-WAN) SOLUTION FOR ECGC LIMITED”**

1. Having examined the Request for Proposal Document including Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide services in accordance with the scope of work as stated in the RFP Document within the cost stated in the Bid.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this RFP subject to ECGC acceptance of deviations as submitted under Appendix I to this Annexure.
3. We certify that we have provided all the information requested by ECGC in the requested format. We also understand that ECGC has the right to reject this Bid if ECGC finds that the required information is not provided or is provided in a different format not suitable for evaluation process 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 RFP Document and all amendments any time during the tendering with prior intimation to the Bidders within reasonable time.

.....

Signature of the authorized Signatory of Bidder  
(Seal)

Name: Jayashree Mahajan.

Designation :Accounts Department.

Contact No (Mobile): 89280 03271

Email ID:account@bitesandbytes.net.in

Sr. No.	Page No (tender ref)	Clause (tender ref)	Description in the tender (tender Ref)	Suggested Deviation
1	Page 32	4.1.7 Termination Clause	<p>ECGC may terminate the Contract with at least 15 days prior written notice to the Vendor on account of any material breaches committed by the Vendor in breach of its obligations under the Contract.</p> <p>ECGC shall not be obligated to pay the Vendor for any such terminated services performed or expenses incurred after the effective date of such termination.</p>	<p>I. Each Party reserves the right to suspend/terminate the contract placed on the selected bidder and recover expenditure on the following circumstances:</p> <p>A. The Party becomes bankrupt or is otherwise declared insolvent;</p> <p>B. The Party being a company is wound up voluntarily or by the order of a court or a receiver, or manager holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the other Party is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture;</p> <p>c. All payments due to the Supplier (including for all products and services provided up to the effective date of termination along with any upfront or residual charges paid to OEM(s) for AMC/ warranties) till the effective date of termination will be made by ECGC within 60 days' of such written notice for termination.</p> <p>II: The Parties may, without prejudice to any other remedy for Breach of the Contract, by written notice of 90days of default to the other Party, terminate the Contract in whole or in part;</p> <p>A. If a Party fails to render services within the time period(s) specified in the Contract or any extension period thereof granted by the non-defaulting Party, or</p> <p>B. If a party fails to perform any other obligations under the Contract;</p> <p>C. Purchaser fails to make a payment when due and Purchaser fails to cure such breach within fifteen (15) days after receipt of written notice from selected bidder.</p> <p>D. Purchaser or any end user has violated any law, rule, regulation or policy of any governmental dept. related to the Services or Purchaser's or an end user's use.</p> <p>E. Selected bidder receives any direction, notification or instruction from any governmental dept. to suspend or terminate the provision of Services to Purchaser."</p>



Sr. No.	Page No (tender ref)	Clause (tender ref)	Description in the tender (tender Ref)	Suggested Deviation
2	34	4.1.15.2 Rights of the Company	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.	While processing the Bids, the Parties shall mutually agree to delete or reduce any item or section contained in the Tender Document or in the Scope of Work.
3	35	4.1.17 Intellectual Property Rights	The Vendor shall provide Reports, Documents and all other relevant materials, artifacts etc. during the Assignments to ECGC Ltd. and ECGC Ltd. 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 Vendor. 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 Ltd.	The Vendor shall provide Reports, Documents and all other relevant materials, artifacts etc. during the Assignments to ECGC Ltd. and ECGC Ltd. shall own all IPRs in such Reports, Documents and all other relevant materials, artifacts etc in relation to the services provided under this Agreement. All documents related to such shall be treated as confidential information by the Vendor. 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 Ltd. for the specific services under this agreement.
4	35	4.1.16. 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. Vendor shall protect the Company against any claims thereof.	With respect to any and all claims, including intellectual property claims arising from the infringement of intellectual property rights related to the Vendor's products or services, the Vendor shall not be liable for any claims that result from specifications provided by ECGC, modifications made by ECGC, or the use of third-party products not supplied by the Vendor. In no event shall the Vendor's total liability, including legal defense costs, for all such claims and liabilities under this Agreement exceed, in the aggregate, the amount of charges collected by the Vendor in the twelve (12) months preceding the claim under the specific PO/Order that gave rise to the liability.

Sr. No.	Page No (tender ref)	Clause (tender ref)	Description in the tender (tender Ref)	Suggested Deviation
5	59	NDA Clause 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 the Disclosing Party to the Receiving Party prior to, as well as after the effective date hereof. The Receiving Party acknowledges and agrees that the termination of any agreement and relationship with the Disclosing Party shall not in any way affect the obligations of the Receiving Party in not disclosing of Confidential Information of the Disclosing Party set forth herein. The obligation of non-disclosure of Confidential Information shall bind the parties, and also their successors, nominees and assignees, perpetually.	<p>Clause to be replaced with the following verbiage: This Agreement shall take effect upon the Effective Date, and, unless otherwise agreed between the Parties in writing, shall terminate on the earlier of:</p> <ul style="list-style-type: none"> <li>(i) completion of 3 years from the Effective Date; or</li> <li>(ii) termination on 30 days' notice by either Party; or</li> <li>(iii) execution of a definitive agreement between the Parties relating to the Purpose of this Agreement.</li> </ul> <p>Each Party agrees that the confidentiality obligations herein shall survive for a period of 2 years from the end of the Term, provided however that the rights and obligations hereunder with respect to Confidential Information that constitutes a trade secret shall continue for so long as such item constitutes a trade secret under applicable law</p>
6	9	3.4 (4)	Bidder must propose end to end solution on Opex Model which should be transferred in ECGC name at the end of 5 years with a cost of one rupee	The SDWAN devices provided on Opex model as part of this solution will be owned by the bidder, and any such transfer shall be at the fair value of the equipment in question as may be mutually agreed between the parties after expiry of the contract term

