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CORRIGENDUM TO REQUEST FOR PROPOSAL (RFP)

**FOR ENGAGEMENT OF CONSULTANT FOR
IMPLEMENTATION OF
INDIAN ACCOUNTING STANDARDS (IND AS) IN ECGC LTD**

Ref: ECGC/Tender/RFP-1/Finance-Accounts/IND AS/2024-2025

Date: 15.04.2024

Corrigendum-1 Issue Date: 15/05/2024

Corrigendum to Request for Proposal (RFP) for Engagement of Consultant for Implementation of Indian Accounting Standards (IND AS) in ECGC Ltd.

As a part of RFP floated by the Company bearing reference no. ECGC/Tender/RFP-1/Finance-Accounts/IND AS/2024-2025 dated 15/04/2024 the following modifications to the existing criteria have been carried out:

<u>S.No.</u>	<u>Page No. and Clause/Para No.</u>	<u>Modified Clause</u>
1	Clause 10 on page 73	<p>The clause is modified to include following sub clause: 10.5. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' material breach of this Agreement; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that, to Recipient's knowledge, was not contractually restricted from disclosing such information or was rightfully disclosed to it by a third party without restriction.; (c) was in Recipient's or its Representatives' possession prior to Disclosing Party's disclosure hereunder; (d) was or is independently developed by Recipient or its Representatives without using any Confidential Information; or (e) is disclosed under applicable law, legal process or professional regulations.</p> <p>Notwithstanding anything to the contrary herein, each Party's rights and obligations to protect Confidential Information shall survive termination of this Agreement.</p>
2	Clause 22 on page 78	<p>The clause is modified to include the following sub clause: 22.5. Notwithstanding anything contained in this agreement, if the Indemnified Party notifies Indemnifying Party in writing of a third-party claim against the Indemnified Party that any Service provided by the Indemnifying Party infringes copyright, trade secret or patents of the claimant third party, the Indemnifying Party will defend such claim at its expense</p>

		<p>and will pay any costs or damages, that may be awarded against Indemnified Party.</p> <p>22.6. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:</p> <p>a) Indemnified Party's misuse of the Service;</p> <p>b) Indemnified Party's misuse of the Service in combination with any product or information not owned or developed by Indemnifying Party;</p> <p>However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall do the following at its expense and option either:</p> <p>i. Procure the right for Indemnified Party to continue using it;</p> <p>ii. Replace it with a non-infringing equivalent;</p> <p>iii. Modify it to make it non infringing.</p> <p>The foregoing remedies are exclusive to the Indemnified Party and constitute the Indemnifying Party's liability with respect to infringement.</p>
	<p>Clause 16 on page 76</p>	<p>The clause is modified to include the following sub clause:</p> <p>16.1. 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 5% of the contract value for every week of delay or part of a week subject to a maximum of 100% of the contract value.</p>