

Sr.No.	Page No (tender Ref)	Clause (tender Ref)	Description in the tender (tender Ref)	Query	Response
1	40	Table-B: Eligibility Marks will be awarded as per below criteria.	The bidder should have supplied/ provided network service / MPLS service and deployed SD-WAN solution in at least 1000 locations (for past 3 years combined) and continue to manage as on the date of this tender in at least two Government, private or public Banking & Financial Institutions/ organizations in India.	Request to consider parent company PO with 100% subsidiary of Bhart Airtel Limited The bidder should have supplied/ provided network service / MPLS service and deployed SD-WAN solution in at least 300 locations (for past 7 years combined) and continue to manage as on the date of this tender in at least two Government, private or public Banking & Financial Institutions/ organizations in India.	No Change in Clause. Please refer tender point 7- Page-40 (The bidder should have supplied/ provided network service / MPLS service and deployed SD-WAN solution in at least 500 locations (for past 3 years combined) and continue to manage as on the date of this tender in at least two Government, private or public Banking & Financial Institutions/ organizations in India.)
2	General		Triparty Aggrement	Kindly consieder Triparty agreement for the RFP	No, Agreement shall be between ECGC and successful bidder only. Bidder to ensure back-to-back OEM support.
3	39	Table-B: Eligibility Marks will be awarded as per below criteria	The bidder should have positive net worth and should not have been eroded by more than 30% during any three financial years from last 4 years (Balance sheet and Profit & Loss statement certified by CA) have to be submitted. (FY-2019-20, 2020-21, 2021-22, 2022-23)	The bidder should have positive net worth any three financial years from last 4 years (Balance sheet and Profit & Loss statement certified by CA) have to be submitted. (FY-2019-20, 2020-21, 2021-22, 2022-23)	may be considered
4	11	3.4 Scope of work	19) The solution provided should be running on dedicated hardware appliance at all ECGC locations except controller.	The solution provided should be running on dedicated hardware appliance at all ECGC locations except controller. Controller should be on OEM's Cloud for easy access to ECGC.	No Change in Clause
5	13	3.4 Scope of work	34) All the components of proposed SD-WAN Solution need to be on-premise. Only Controller /Orchestrator/Headend will be on shared mode. The data security and privacy of the same should be the bidder's responsibility.	All the components of proposed SD-WAN Solution need to be on-premise. Only Controller /Orchestrator/Headend will be on shared mode. The data security and privacy of the same should be the bidder's responsibility. Controller should be on OEM's Cloud for easy access to ECGC.	No Change in Clause NI has to give best optimized solution considering the requirement of ECGC mentioned in the RFP Document.
6	11	3.4 Scope of work	16. The successful bidder must ensure that at any instance, the utilization of the CPU, Memory, Storage etc. of the SD-WAN Devices installed should not cross 75% of the utilization at any given point of time of the total available resources respectively. In case the utilization of CPU/MEMORY/Storage etc crosses the threshold of 75%, then bidder need to provide upgraded equipment free of cost during the tenure of contract.	Only Sizing information give for the appliance is Bandwidth for location, with respect to bandwidth details shared assuming for this RFP ECGC is looking for MPSSL bandwidth only for all the location and not IIL To be able to size the solution to limit the utilization to 75% apart from MPSSL Bandwidth we will also need below information - User information per location - Expected Concurrent Session per location - Expected average packet size per session Please help us with additional details to be able to size the right solution	The box sizing shall be as per the bandwidth requirement mentioned for each location with a consideration of 10% growth YoY.
7	14	3.4 Scope of work	41. The OEM/SI should provide onsite resources for smooth implementation, commissioning, and onboarding of locations to SD-WAN at no extra cost to the Company. If any major issue related to SD-WAN deployment arises due to which Company business is getting impacted during the implementation phase across all locations and bidder is not able to rectify the same within 24 hours, then OEM person should reach ECGC's head office/DC and continue to be present till the issue is permanently resolved. ECGC will provide necessary infra for that resource.	Request to relax the specs for OEM visit at site post 24 hours of unresolved issue, OEM representative will be available remotely based on requirement This is due to fact that not all the issues will be resolved onsite, there can be scenarios which needs Patch which is shared by backend R&D Team Hence request to change the specs to below 41. The OEM/SI should provide onsite resources for smooth implementation, commissioning, and onboarding of locations to SD-WAN at no extra cost to the Company. If any major issue related to SD-WAN deployment arises due to which Company business is getting impacted during the implementation phase across all locations and bidder is not able to rectify the same within 24 hours, then OEM person should be involved with ECGC's head office/DC team onsite/ remotely till the issue is permanently resolved. ECGC will provide necessary infra for that resource.	NI shall provision resources to ensure compliance with SLA.

8	18	3.4 Scope of work	83. The SD-WAN box should support MPLS (layer 2 and Layer 3 VPN) features along with VRF level segmentation. It should support ethernet fault management 802.1ag and provide backbone bridge 802.1ah protocol or equivalent.	The feature asked in the specs looks like MPLS labels to be terminated on SD WAN appliances ideally this labels are stripped by ISP and Ethernet link is terminated on CPE For this 802.1ag and 802.1ah protocols are not relevant for the deployment Hence request to delete the specs	NI shall design the Implementation architecture as per their optimized solution
9	18	3.4 Scope of work	86. All hardware with TPM chip for secure key encryption and tamper proof software	TPM chip is mostly used for roaming device to protect its unsecured data from miss used For secure solution like SD WAN the data is always in encrypted via password and if multiple un authorised access is initiated it may block the access Plus it has option to restrict the access for set devices as well Hence request to delete the clause	NI shall design the Implementation architecture as per their optimized solution. There shall be no compromise with the data security.
10	9	3.4 Scope of work	26. Two boxes in HA are required at following critical locations to avoid downtime. These locations are- DC & DR, 4 Regional Offices (Bengaluru, New Delhi, Kolkata, Bandra), HO- ECGC Bhawan Mumbai, New Delhi Branch, Nariman Point Mumbai Branch, Tirupur Branch, Hyderabad Branch, Ahmedabad Branch. In case of primary device failure, the secondary appliance should take over the role of primary device without any downtime.	Need to installed the switch also confirm the total number of link which will terminate on switch.	All branches shall have primary and secondary links. The critical locations as mentioned shall have SDWAN boxes in HA. DC and DR locations will have dual MPLS and dual ILL links. Bidder shall provision the optimized infra solution to maintain redundancy and high availability for critical locations.
11	13	3.4 Scope of work	32 :- All the hardware supplied should be appliance based, RACK mountable and should be from the same OEM and must be supplied with all related accessories, power cables, mounting kit etc.	If we are providing the Fortinet below 100G router than need to add the mounting kit cost. Because mounting kit not available with these series	NI shall provision the Infra as per their optimized solution. Price quoted should be inclusive of all external costs.
12	15	3.4 Scope of work	49-The bidder, without any additional cost to the company, adequate protection for the pole/antenna like monkey protection cage / snow shield / others wherever necessary, to prevent disturbances to the alignment causing communications failure	We are not providing any monkey cage or snow shield if required.	No Change in Clause
13	36	4.1.19 Service Level Agreement (SLA)	For all devices & Links at DC/DR and other locations: The system installed must give an uptime of 99.90% on quarterly basis. Vendor shall resolve the issue/ problem within 4 hours from the time of reporting.	Request to relaxation where location are not feasible on fiber pls consider 98.5%	No Change in the clause, NI shall provision the Infra as per their optimized solution to meet the SLA.
14	39	Annexure – 1: Eligibility Criteria; Table B - Criteria 1	Bidders Company should have at least 10 years of existence. - Company with 10-20 years of experience - 3 Marks - Company with 21-30 years of experience - 7 Marks - Company with 30+ years of experience - 10 Marks	We request you to please consider our recommendation/suggestion and modify the clause as : <u>"Bidders Company should have at least 3 years of existence. - Company with 3 years of experience - 3 Marks - Company with 4 to 5 years of experience - 7 Marks - Company with 5+ years of experience - 10 Marks"</u>	No Change in Clause
15	39	Annexure – 1: Eligibility Criteria; Table B - Criteria 2	Bidders should be atleast 1,000 People Company. 1,000 - 5,000 People Company - 3 Marks 5,001 - 15,000 People Company - 7 Marks 15,000 + People - 10 Marks	We request you to please consider our recommendation/suggestion and modify the clause as : <u>"Bidders should be atleast 1,000 People Company. - 1,000 - 5,000 People Company - 3 Marks - 5,001 - 7,500 People Company - 7 Marks - 7,500 + People - 10 Marks"</u>	No Change in Clause
16	40	Annexure – 1: Eligibility Criteria; Table B - Criteria 7	The bidder should have supplied/ provided network service / MPLS service and deployed SD-WAN solution in at least 500 locations (for past 3 years combined) and continue to manage as on the date of this tender in at least two Government, private or public Banking & Financial Institutions/ organizations in India. - Up to 2 customer reference - 1 Marks - 3 Customer reference - 5 Marks - 4 Customer reference - 7 Marks - 5+ Customer reference - 10 Marks	We request you to please consider our recommendation/suggestion and modify the clause as : "The bidder should have supplied/ provided network service / MPLS service and deployed SD-WAN solution in at least 1000 locations (in past 3 years combined) and continue to manage as on the date of this tender in at least two Government /private or public Banking & Financial Institutions/ organizations/ PSU in India. - Up to 2 customer reference or 1000 SDWAN Links in a single project - 1 Marks - 3 Customer reference or 2000 SDWAN Links in a single project - 5 Marks - 4 Customer reference or 3000 SDWAN Links in a single project - 7 Marks - 5+ Customer reference or 3500 SDWAN Links in a single project - 10 Marks"	No Change in Clause
17	41	Annexure – 1: Eligibility Criteria; Table B - Criteria 9	The OEM of the solution should have Technical support centre in India 1 Technical Support Center in India. - 3 Marks 2-4 Technical Support Center in India - 7 Marks 5 or more Technical Support Center in India - 10 Marks	We request you to please consider our recommendation/suggestion and modify the clause as : The Bidder and OEM of the solution (Combined) should have Technical support centre in India 1 Technical Support Center in India. - 3 Marks 2 Technical Support Center in India - 7 Marks 3 or more Technical Support Center in India - 10 Marks	No Change in Clause

18	44	Annexure – 4: Technical Solution Requirements of SD-WAN Solution - Criteria 1	The bidder should be in business of providing network service / MPLS service for at least 5 years as on the date of this tender. - Last 5 years - 10 Marks - Last 5-15 years - 15 Marks - More than last 15 years - 20 Marks	We request you to please consider our recommendation/suggestion and modify the clause as : "The bidder should be in business of providing network service / MPLS service for at least 3 years as on the date of this tender." - Last 3 years - 10 Marks - Last 4-5 years - 15 Marks - More than last 5 years - 20 Marks"	No Change in Clause
19	44	Annexure – 4: Technical Solution Requirements of SD-WAN Solution - Criteria 3	The bidder should have own NOC and should be operational for at least 5 years as on the date of this tender. - Last 5 years - 10 Marks - Last 5-10 years - 15 Marks - More than last 10 years - 20 Marks	We request you to please consider our recommendation/suggestion and modify the clause as : "The bidder should have own NOC and should be operational for at least 3 years as on the date of this tender." - Last 3 years - 10 Marks - Last 4-5 years - 15 Marks - More than last 5 years - 20 Marks"	No Change in Clause
20	44	Annexure – 4: Technical Solution Requirements of SD-WAN Solution - Criteria 4	The Service provider backbone should be highly redundant, ensuring that there is no single point of failure. The bidder should have minimum two own Network Operating Centre (NOCs) working in failover mode. Exactly 2 NOCs - 10 Marks Between 3 – 4 NOCs - 15 marks 5 or more NOCs - 20 Marks	We request you to please consider our recommendation/suggestion and modify the clause as : "The Service provider backbone should be highly redundant, ensuring that there is no single point of failure. The bidder should have minimum two own Network Operating Centre (NOCs) or DCs working in failover mode." Exactly 2 NOCs or DCs - 10 Marks" Between 3 - 4 NOCs or DCs - 15 Marks" 5 or more NOCs or DCs - 20 Marks"	No Change in Clause
21	11	Scope of Work	14. The SD-WAN solution should be capable of utilizing both the links in following scenarios.	SDWAN devices should have 2 WAN ports and both links will be terminated on same SDWAN device at branch locations. please confirm if this understanding is correct.	Critical locations to have 2 SDWAN devices in HA. Other locations both links can be terminated on same SDWAN device in active-active mode. DC and DR locations will have dual MPLS and dual ILL links.
22	11	Scope of Work	15. The SD-WAN Solution provided by the successful bidder should be horizontally scalable.	Need clarity on "Horizontal Scalability".	The same box should be capable of handling increased aggregate bandwidth in future without additional cost to ECGC.
23	11	Scope of Work	19. The solution provided should be running on dedicated hardware appliance at all locations.	Pls allow central controllers and orchestrators to be either run from Bidder /OEM cloud OR bidder can deploy these on site in customer DC and DR sites as per bidder proposed solution.	Please refer clause 3.4, point no. 34. All the components of proposed SD-WAN Solution need to be on-premise. Only Controller /Orchestrator/Headend will be on shared multitenant mode. The data security and privacy of the same should be the bidder's responsibility.
24	12	Scope of Work	24. The entire SD-WAN solution should be IPv6 logo certified from day 1	IPv6 logo certification is a foreign certification which is generally used to bar MII vendors from participating in the Tenders. We humbly request you to remove this clause for allowing participation by MII vendors also for cost and technology advantage..	No Change in Clause
25	13	Scope of Work	32. All the hardware supplied should be appliance based, RACK mountable and should be from the same OEM and must be supplied with all related accessories, power cables, mounting kit etc.	Understand same OEM clause is related to SDWAN vendor only. For other network devices, as required by bidder to run the solution are not bound by this same OEM clause. Pls revert	All devices including additional device required for implementing SDWAN solution should be from the same OEM. In case, the OEM doesn't deal with a particular type of requirement/ equipment like Racks or caging, different OEM can be considered.
26	12	Scope of Work	34. All the components of proposed SD-WAN Solution need to be on-premise. Only Controller /Orchestrator/Headend will be on shared mode. The data security and privacy of the same should be the bidder's responsibility	Do you say "shared" means "Bidder/OEM Cloud"	It shall be on Bidders premise/ cloud. The data security and privacy of the same should be the bidder's responsibility. The Headend shall be owned and controlled by bidder. The evidence of same shall be provided.
27	13	Scope of Work	42. The bidder should provide onsite resources for the complete implementation and commissioning of SD-WAN, and they should continue to provide onsite support post 3 months implementation of SD-WAN solution across all locations. ECGC will provide necessary infra for that resource	1. Pls revert with the count of resources required and also the location where the resource is(are) required. 2. Do you need on site resources during operation and maintenance post 3 months of Installation and Commissioning. If Yes, Pls revert with the count of resources required and also the location where the resource is(are) required.	Only one Project Manager is required at Head Office/DC, who shall coordinate with engineers and ECGC locations for SDWAN implementation.
28	14	Scope of Work	43. The bidder has to provide SOP with regard to working of their proposed SD-WAN solution along with hands on training to ECGC of the same. The bidder is also required to provide the training once every year which shall include existing and add-on features/ new functionality/ features etc. ECGC will intimate the bidder in advance for conducting such trainings.	1. Understand that bidder will provide onsite hands on training for up to 2 days to ECGC upon links and SDWAN delivery and online training in each of 2nd 3rd , 4th and 5th year. Pls revert whether understanding is correct.	The SOP apart from procedures shall include configuration details of SDWAN for all locations.
29	14	Scope of Work	44. Bidder has to provide training on SDWAN technology and its salient Features comprises of Network Reports generation, troubleshooting of NW issues, BW analysis, Setting up of QOS, etc for IT Team at no additional cost to the company.	Understand that training point of SI no 43 and SI No 44, under Scope of Work section is same. Pls revert	Yes
30	16	Scope of Work	57. Bidder should provide login id details to company for logging to OEM portal for the call logging, support and log/view the status of calls/TAC cases raised by/for the Company.	Bidder will provide Self care portal with login credentials for raising service requests and view performance reports .Any login credentials of OEM portal will not be provided to customer. Pls revert.	For ECGC, Tickets shall be raised with Bidder portal. Bidder to ensure TAC support on the ticket, if required.

31	16	Scope of Work	60. Company should be able to log calls 24*7 via phone/email/web-portal directly with OEM without any dependency on Bidder.	Customer can not raise any TAC case directly with OEM. Since the devices are under management of bidder, only bidder can raise TAC Case with OEM.	Okay. For ECGC, Tickets shall be raised with Bidder portal. Bidder to ensure TAC support on the ticket, if required.
32	16	Scope of Work	61. The bidder must rack mount the equipment, tagging of asset-id (as provided by the Company), configuring the proposed equipment & parts as per requirement. Bidders need to install new proposed equipment into network rack and perform power-on self-test (POST).	Since devices are under management by bidder, bidder will assign the Host ID as per bidder nomenclature policy. Post expiry of contract, when the asset ownership is transferred to customer, then customer can assign any customer decided asset ID to the devices. Bidder can assist customer how to assign the asset ID to the device.	No change.
33	16	Scope of Work	63. The bidder should appoint and depute a dedicated Project Manager for the deployment of devices and providing support services who will act as a Single Point of Contact (SPOC) for the company. He shall be responsible for proper co-ordination with respective SPOC at each site for proper delivery, installation, and commissioning of the devices at locations mentioned in the PO.	Understand that bidder will assign a dedicated Project Manager for the project but the project manager will work from bidder office only i.e. he/she will not be deployed in-site at customer site. Moreover, the project manager will act as Single point of contact in bidder company during delivery of project only. Pls revert whether understanding is correct.	May be considered. However, during the implementation and rollout phase an onsite coordinator needs to be stationed at ECGC site as per RFP condition. Escalation Matrix is also to be provided by the Bidder.
34	17	Scope of Work	64. The bidder must depute sufficient onsite resources including project manager / coordinator to complete the project within RFP timelines. The Project Manager has to supervise project coordination activity for all locations, ensure configuration and turn up of services as per defined plan and then handing over to ECGC for testing.	Understand that bidder will assign a dedicated Project Manager for the project but the project manager will work from bidder office only i.e. he/she will not be deployed in-site at customer site. Moreover, the project manager will act as Single point of contact in bidder company during delivery of project only. Pls revert whether understanding is correct.	May be considered. However, during the implementation and rollout phase an onsite coordinator needs to be stationed at ECGC site as per RFP condition. Escalation Matrix is also to be provided by the Bidder.
35	17	Scope of Work	66. The Bidder/ Onsite Resource/ Project Manager will be required to do end to end coordination with company's existing SI and other vendors to troubleshoot the issue.	Pls provide name and contact details of company's existing SI.	The details shall be shared with the successful bidder.
36	17	Scope of Work	73. The bidder should connect the network to their NOC (24*7) with DR facility in different seismic zone for monitoring and providing various NOC reports such as device/link uptime, link utilization.	Request amendment the clause to: The bidder should connect the network to their NOC (24*7) with DR facility in different circles or in different seismic zones for monitoring and providing various NOC reports such as device/link uptime, link utilization.	Okay
37	18	Scope of Work	76. The Bidder's core network infrastructure should be enabled with 6 class of service model with separate traffic management for multiple voice/data traffic with QOS feature.	Pls amend the clause to following: The Bidder's core network infrastructure should be enabled with minimum 4 class of service model with separate traffic management for multiple voice/data traffic with QOS feature.	No Change in Clause
38	18	Scope of Work	79. The Bidder should have at least 50,000 KM of their own Fiber connectivity across India along with minimum 100 MPLS POPs and 500 RF PoPs across India.	Pls amend the clause to following: The Bidder should have at least 4,00,000 KM of their own Fiber connectivity across India along with minimum 400 MPLS POPs and 1,50,000 Base Stations for mobile services across India. These MPLS POPs should not just be aggregation points.	No Change in Clause
39	18	Scope of Work	84. The system should allow creation of multiple end to end segments (min 25) and per segment topology within the network. It should also support for Advanced topologies: 3 types of Hub and Spoke, Full Mesh and partial mesh and SHHS , mix of different topologies in a single deployment.	1. Need clarity on "End to End Segments" 2. What is "SHHS"?	The system needs to be capable of creating at least 25 complete network segments. Each segment can have its own specific network topology, or layout, within the larger network. SHHS refers to Secure Hybrid Heterogeneous Systems which is a combination of different types of networks and security models.
40	18	Scope of Work	85. The system should balance the network traffic on per packet and per session based as per requirement	These clauses restrict the OEM. Therefore pls remove the clause and allow bidder to provide technology suiting customer needs.	NI shall design the Implementation architecture as per their optimized solution.
41	18	Scope of Work	87. The box should support integration with SOC monitoring tools, Antivirus, NAC solution, NMS etc. The box should also support for SASE using a single dashboard for SDWAN and SSE for future requirements	As we understand Client already having SOC monitoring tool and want to integrate SDWAN solution in SOC tool. Please confirm if this understanding is correct and share existing infra details which need to be integrated and mention expected outcomes.	The details shall be shared with the successful bidder.
42	19	Scope of Work	88. Should be TL9000 certified, ITIL compliant and have ISO 9001 and ISO 27001 for their remote support centre / managed services / NOC, 24*7*365 basis centralized Network Operation Centre (NOC) with DR facility to take care of the network management for the company and having capability of generating standard pre-formatted SLA compliance/ Customized web-based NMS report for Real Time or for historical period.	Request amendment in clause to: Should be TL9000 / ISO 9001 certified, ITIL compliant and have ISO 27001 certificate.	May be considered.
43	31	4.1.4 Damages/ Liability clause.	Delay in providing/ ensuring deliverables/ services beyond the agreed timeline (delay attributable to the Vendor)- 5% of the Total contract value per week, and proportionally for the part of the week. Maximum 10%	Request amendment to 0.5% of total contract value of delayed links/services, per week of delay with upper limit of 5% of total contract value.	No Change in Clause
44	31	4.1.4 Damages/ Liability clause.	Inordinate delay in responding to the references made by the ECGC (delay attributable to the Vendor)- 5% of the contract value per week, and proportionally for the part of the week. Maximum 10%	Pls delete the clause. It is show stopper for bidding.	No Change in Clause
45	32	4.1.6 Service Delivery Period	The SI will be required to install, configure, commission and migrate existing SD-WAN to new proposed SD-WAN solution.	Who is current SDWAN provider and at how many sites Current vendor has deployed SDWAN service.	The details shall be shared with the successful bidder. The site details are mentioned as part of Price/Financial bid format.

46	36	4.1.19 Service Level Agreement (SLA)	For all devices & Links at DC/DR and other locations: The system installed must give an uptime of 99.90% on quarterly basis	Request ammendment to 99.5% uptime on quarterly basis.	No Change in Clause																																						
47	.	Additional Query	Additional Query	Need Clarity whether Customer will provide following at all sites? 1. UPS Power approx 100W 2. Network rack Space approx 3RU 3. Proper earthing with E-N voltage <2 Volt	Selected bidder/ NI shall do the site visit and submit report on requirment gaps to enable ECGC to procure the required infra.																																						
48	.	Additional Query	Additional Query	Please specify SDWAN device minimum technical specifications for DC, DR and other locations	NI has to give best optimized solution considering the requirement of ECGC mentioned in the RFP Document. Port configuration is mentioned in document.																																						
49	31	Damages/ Liability clause.	<p>The Vendor shall adhere to the terms & conditions, timelines, and all requirements stipulated in the RFP document, Tender, and the Contract. In case of breach of the same, ECGC reserves the right to recover from the Vendor liquidated damages arising due to the loss suffered by ECGC due to non-adherence to the conditions, or for any harm caused to ECGC 's property including IT Assets/data. ECGC shall deduct from the total contract price to be paid to the Vendor in such manner in the event of the following:</p> <p>ECGC shall deduct from the total contract price to be paid to the Vendor in such manner in the event of the following:</p> <table><tr><th>Reason</th><th>Delay of One Week</th><th>Delay beyond first week and part thereof</th></tr><tr><td>Delay in providing/ ensuring deliverables/ services beyond the agreed timeline (delay attributable to the Vendor)</td><td>Caution Note</td><td>5% of the pending deliverable value per week, and proportionally for the part of the week. Maximum liability shall not exceed beyond 10% of the Contract Value.</td></tr><tr><td>Inordinate delay in responding to the references made by the ECGC (delay attributable to the Vendor)</td><td>Caution Note</td><td>5% of the pending deliverable value per week, and proportionally for the part of the week.</td></tr><tr><td></td><td></td><td>Maximum liability shall not exceed beyond 10% of the Contract Value</td></tr></table> <p>In case the bidder exceeds the maximum liquidated damages of 10% of total contract value, ECGC at its discretion may consider terminating the contract with immediate effect and the same shall be communicated to the Vendor via email/letter etc.</p> <p>In case the bidder exceeds the maximum liquidated damages of 10% of total contract value, ECGC at its discretion may consider terminating the contract with immediate effect and the same shall be communicated to the Vendor via email/letter etc.</p>	Reason	Delay of One Week	Delay beyond first week and part thereof	Delay in providing/ ensuring deliverables/ services beyond the agreed timeline (delay attributable to the Vendor)	Caution Note	5% of the pending deliverable value per week, and proportionally for the part of the week. Maximum liability shall not exceed beyond 10% of the Contract Value.	Inordinate delay in responding to the references made by the ECGC (delay attributable to the Vendor)	Caution Note	5% of the pending deliverable value per week, and proportionally for the part of the week.			Maximum liability shall not exceed beyond 10% of the Contract Value	<p>Liquidated Damages should be linked to only delays arising due to the Bidder, and not for all losses suffered otherwise due to any breach of the terms and conditions or performance breaches. Request modification.</p> <p>Request modification: 5% 0.5% of the pending deliverable value per week, and proportionally for teh part of the week. Maximum liability shall not exceed beyond 10% of the Contract Annual Value</p>	No Change in Clause																										
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Inordinate delay in responding to the references made by the ECGC (delay attributable to the Vendor)	Caution Note	5% of the pending deliverable value per week, and proportionally for the part of the week.																																									
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50	36	Clause 4.1.19 : Service Level Agreement (SLA)	<p>SLA or Penalty due to shortfall in performance level: In case of shortfall in performance level, the Vendor shall be liable to penalty which shall be deducted from the payments due to the Vendor, as follows:</p> <table><tr><th>Uptime</th><th>Equipment/Link cost (with 5 years warranty)</th></tr><tr><td>>99.90%</td><td>NIL</td></tr><tr><td><=99.90 to >99.50</td><td>2% of the quarterly payment due</td></tr><tr><td><=99.50 to >98.0</td><td>4% of the quarterly payment due</td></tr><tr><td><=98.0 to >97.0</td><td>6% of the quarterly payment due</td></tr><tr><td><=97.0 to >96.0</td><td>8% of the quarterly payment due</td></tr><tr><td>Below 96.0%</td><td>10% of the quarterly payment due or Company may Terminate/discontinue the Contract</td></tr></table>	Uptime	Equipment/Link cost (with 5 years warranty)	>99.90%	NIL	<=99.90 to >99.50	2% of the quarterly payment due	<=99.50 to >98.0	4% of the quarterly payment due	<=98.0 to >97.0	6% of the quarterly payment due	<=97.0 to >96.0	8% of the quarterly payment due	Below 96.0%	10% of the quarterly payment due or Company may Terminate/discontinue the Contract	<p>Standard time frame for accepting payments is within 18 days post completion of quarter and from date of generation of invoice. Penalty for the downtime should be capped at 10% or less of the order value. Or the same can be measured by the following: Downtime penalty applicable in % on quarterly bill-</p> <table><tr><th>Sr. No</th><th>Uptime Downtime</th><th>Penalty in %</th></tr><tr><td>1</td><td>>= 99.5%</td><td>0%</td></tr><tr><td>2</td><td>>= 99% to < 99.501%</td><td>1%</td></tr><tr><td>3</td><td>>= 98.5% to 99%</td><td>2%</td></tr><tr><td>4</td><td>>= 98% to 98.5%</td><td>4%</td></tr><tr><td>5</td><td>>= 95% to 98%</td><td>6%</td></tr><tr><td>6</td><td>>= 90% to 95%</td><td>8%</td></tr><tr><td>7</td><td>< 90%</td><td>10%</td></tr></table>	Sr. No	Uptime Downtime	Penalty in %	1	>= 99.5%	0%	2	>= 99% to < 99.501%	1%	3	>= 98.5% to 99%	2%	4	>= 98% to 98.5%	4%	5	>= 95% to 98%	6%	6	>= 90% to 95%	8%	7	< 90%	10%	No Change in Clause
Uptime	Equipment/Link cost (with 5 years warranty)																																										
>99.90%	NIL																																										
<=99.90 to >99.50	2% of the quarterly payment due																																										
<=99.50 to >98.0	4% of the quarterly payment due																																										
<=98.0 to >97.0	6% of the quarterly payment due																																										
<=97.0 to >96.0	8% of the quarterly payment due																																										
Below 96.0%	10% of the quarterly payment due or Company may Terminate/discontinue the Contract																																										
Sr. No	Uptime Downtime	Penalty in %																																									
1	>= 99.5%	0%																																									
2	>= 99% to < 99.501%	1%																																									
3	>= 98.5% to 99%	2%																																									
4	>= 98% to 98.5%	4%																																									
5	>= 95% to 98%	6%																																									
6	>= 90% to 95%	8%																																									
7	< 90%	10%																																									

51	10,11,13	3.4 Scope of Work (Clause No. 8,9,13,32)	<p>8. Bidder should also take adequate care to avoid quoting network equipment going End-of-Sale within 1 year of date of supply of the equipment to the Company and network equipment going End-of-Support during the tenure of the contract.</p> <p>9. Bidder should ensure that proposed network equipment should not go end-of-support within 5 years from the date of the Purchase Order. Bidder should produce an Authorization Letter in favour of ECGC with reference to this RFP assuring full guarantee and warranty obligations for a MINIMUM period of Five years from the date of PO released.</p> <p>13. The network equipment should be provided with 5 years of on-site comprehensive warranty which will start from the date of complete migration of all locations to new. Subsequently, Bidder shall provide the AMC/ATS/ARC support for the MPLS and Internet links during the warranty period. Bidder is required to co-ordinate with Company's existing System Integrator for Facilities Management Services throughout the tenure of the contract</p> <p>32. The delivered Hardware (/Appliance) Products should carry onsite comprehensive 5-year warranty thereof and the same should be back lined with OEM and proof of the same should be submitted to the company. Five years warranty proof should be submitted immediately after installation signoff.</p>	Warranty /defect liability clauses not applicable for the services provided under this Tender. Bidder shall be responsible for the operation and maintenance of the services in accordance with the SLA agreed for the entire duration of the contract.	No Change in Clause
52	31	4.1.4	<p>4.1.4 Damages/ Liability clause.</p> <p>The Vendor shall adhere to the terms & conditions, timelines, and all requirements stipulated in the RFP document, Tender, and the Contract. In case of breach of the same, ECGC reserves the right to recover from the Vendor liquidated damages arising due to the loss suffered by ECGC due to non-adherence to the conditions, or for any harm caused to ECGC 's property including IT Assets/data.</p>	Liquidated Damages should be linked to only delays arising due to the Bidder, and not for all losses suffered otherwise due to any breach of the terms and conditions or performance breaches. Request modification.	No Change in Clause
53	33	4.1.7	<p>4.1.7 Termination</p> <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>	For any material breach, request customer to provide a cure period of 90 days for rectification, if the Bidder fails to rectify the same within the cure period, the contract can be terminated.	<p>No Change in Clause</p> <p>30 days prior notice as per clause 4.1.7</p>
54	35	4.1.17	<p>4.1.17 Intellectual Property Right (IPR)</p> <p>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.</p>	There will be no transfer or assignment of intellectual property rights under the contract. Each party shall continue to own its respective Intellectual Property. Kindly modify	No Change in Clause
55	35	4.1.18	<p>4.1.18 Representation and Warranties</p> <p>Vendor servicing the Company should comply with the Company's IS Security policies in key concern areas relevant to the activity, the broad areas being:</p> <p>i. Responsibilities for data and application privacy and confidentiality.</p> <p>ii. Responsibilities on system and software access controls and administration.</p> <p>iii. Custodial responsibilities for data, software, hardware and other assets of Company being managed by or assigned to vendor.</p>	Company's IS Security policy will be followed by Bidder when in Company's premises and having access to company's system and software. Request company to share its IS policy for our review.	The details shall be shared with the successful bidder.

56	36	4.1.19	4.1.19 Service Level Agreement (SLA)	<p>Request customer to add the following exclusions from downtime penalty calculations:</p> <p>i. Any act or omission on the part of the Customer including but not limited to failure to notify the Customer care Desk of Bidder</p> <p>ii. The failure of Last Mile Access (Fixed Line / wireless) obtained from third party that is not provided or managed by Company.</p> <p>iii. The failure of Customer's applications, equipment, or facilities including any third party equipment</p> <p>iv. Refusal by Customer to allow testing or repair of Service or Service Equipment and use by Customer of the Service on an impaired basis, including refusal to allow access to Customer Premises to the Company personnel,</p> <p>v. Customer not providing stable power and the other infrastructure required for Service Equipment and/or CPE</p> <p>vi. Events or occurrences that result in "No problem Found" Trouble Tickets</p> <p>vii. Trouble Tickets associated with new installations or upgrades</p> <p>viii. Customer initiated change request in the service while the change request is under progress.</p> <p>ix. Planned repairs, modifications or maintenance notified to Customer in advance,</p> <p>x. Unauthorized changes to Service Equipment or CPE made by Customer without notifying the Company,</p> <p>xi. Suspension of Service by the Bidder due to non payment by Customer, or under any regulatory direction or instructions.</p> <p>xii. Force Majeure Events,</p> <p>xiii. Customer scheduled maintenance,</p>	Bidder shall be responsible for proactive monitoring of all links and devices. Any downtime whether reported or not by ECGC, shall be liable for penalty deduction. Only planned downtime shall not be liable for any penalty.
57	62	Annexure – 10: Non-Disclosure Agreement Format (Clause No. 6)	<p>6. Term</p> <p>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>	<p>Perpetual confidentiality obligation cannot be agreed.</p> <p>Request a definite term for the survival of confidentiality obligation. We propose confidentiality obligation of the parties shall survive for the term of this Agreement and 2 years post termination/expiry of the Agreement.</p>	No Change in Clause
58			Additional Term proposed by Bidder	Customer shall execute Customer Application Form, Commercial form and all other regulatory documents as required for subscription of connectivity services in India.	Okay
59			Additional Term proposed by Bidder	The aggregate liability of the bidder shall be capped to the annual total contract value under this agreement.	Okay
60	12	Scope of Work	For other locations where single device will be installed, in case of failure of primary device, the same should be resolved/ replaced and should be in working condition within 1 day's downtime	Pls mention Locations with Single CPE	All locations except where two boxes in HA is required.
61	13	Scope of Work	Controller/Headend shall be on shared mode and in control of ISP's DC/NOC	Pls clarify whether separate infra required in ISP NOC or shared infra	It shall be on Bidders premise/ cloud. The data security and privacy of the same should be the bidder's responsibility. The Headend shall be owned and controlled by bidder. The evidence of same shall be provided.
62	14	Scope of Work	The OEM/SI should provide onsite resources for smooth implementation, commissioning and onboarding of locations to SD-WAN at no extra cost to the Company	Pls confirm only till deployment phase	<p>Please refer clause 3.4, point no. 42</p> <p>The bidder should provide onsite resources for the complete implementation and commissioning of SD-WAN, and they should continue to provide onsite support post 3 months implementation of SD-WAN solution across all locations. ECGC will provide necessary infra for that resource.</p>
63	13	Scope of Work	For Branch: minimum 4 number of 100/1000BaseT Ethernet WAN/LAN L3 ports. For Hub location: minimum 6x 10G SFP+ and 8x 1G electrical ports having dual Power Supply	Only Port details are shared more info required and features	NI has to give best optimized solution considering the requirement of ECGC mentioned in the RFP Document.
64	17	Scope of Work	The bidder should provide primary MPLS on their own network. The bidder can avail third party network (Secondary MPLS) infrastructure; however, the responsibility, SLA and data security have to be ensured by the bidder	Dual Last Mile Solution for ILL and MPLS	Yes
65	36	SLA	For all devices & Links at DC/DR and other locations: The system installed must give an uptime of 99.90% on quarterly basis	For Single Device locations SLA 99.5%	No Change in Clause

66	44	Annexure 4	Scalability of SD-WAN devices to cater future requirement without change in physical hardware and without additional cost to the company. (Aggregate bandwidth for different devices required are 20, 50, 200 & 1000 Mbps)	Capacity of the SDWAN device will be shared based on location if demand arises box has to be changed pls clarify	The box sizing shall be as per the bandwidth requirement mentioned for each location with a consideration of 10% growth YoY.
67	51	Requirement of Primary Internet Link:	Internet links Primary and Secondary	Pls confirm on the IP address requirement	/28 pool for both primary and secondary ILL. And the IP provided should be whitelisted fresh IP pool with no prior user.
68	52	Requirement of Point-to-Point Link- Primary	Point to point link	Pls confirm the terminating device router/firewall / SAN	As per proposed solution requirement. The details of any additional Infra items shall be added as optional line item. Current setup will be shared with selected bidder.
69	39	Eligibility Criteria 4	The bidder should have positive net worth and should not have been eroded by more than 30% during any three financial years from last 4 years (Balance sheet and Profit & Loss statement certified by CA) have to be submitted. (FY-2019-20, 2020- 21, 2021-22, 2022-23)	Request to consider EBIDTA Positive instead of Net Worth Positive / PAT positive	No Change in Clause
70	40	Eligibility Criteria 5	Bidders should be a profitable company for last 3 years.	Request to consider EBIDTA Positive instead of Net Worth Positive / PAT positive	No Change in Clause
71	40	Eligibility Criteria 7	The bidder should have supplied/ provided network service / MPLS service and deployed SD-WAN solution in at least 500 locations - (for past 3 years combined) and continue to manage as on the date of this tender in at least two Government, private or public Banking & Financial Institutions/ organizations in India.	The bidder should have supplied/ provided network service / MPLS service and deployed SD-WAN solution in at least 200 locations - (for past 3 years combined) and continue to manage as on the date of this tender in at least two Government, private or public Banking & Financial Institutions/ organizations in India.	No Change in Clause
72	28	3.15.Earnest Money Deposit	Earnest Money Deposit (EMD) of Rs. 5,00,000 (Rupees Five lakh only) is required to be submitted, preferably by NEFT	Request to consider Bank Guarantee for EMD and also provide format of BG. Or else allow user to use the standard format of the bank	Bidder may use standard bank format for Bank Guarantee.
73	31	4.1.4 Damages/ Liability clause.	Delay in providing/ ensuring deliverables/ services beyond the agreed timeline (delay attributable to the Vendor) - 5% of the Total contract value per week, and proportionally for the part of the week. Maximum 10%	The delay penalty of 5% is too harsh on bidders. Request ECGC to reconsider this to 0.5% & max upto 5% of the contract value for the reasons attributable to vendor	No Change in Clause
74	44	Annexure – 4: Technical Solution Requirements of SD-WAN Solution	The bidder must have successfully implemented at least 1000 MPLS VPN circuits for a single customer in the past 2 years.	The bidder must have successfully implemented at least 200 MPLS VPN circuits for a single customer in the past 2 years.	No Change in Clause
75	18	Scope of Work	The Bidder should have at least 50,000 KM of their own Fiber connectivity across India along with minimum 100 MPLS POPs and 500 RF POPs across India.	Please clarify the definition of RF POPs can BTS be counted as a POP for RF here?	No.
76	14	Scope of Work	The OEM/SI should provide onsite resources for smooth implementation, commissioning, and onboarding of locations to SD-WAN at no extra cost to the Company.	We understand the PM has to on-site does ECGC require implementations also onsite? If yes, at which locations ? and also the days and hours?	Only one Project Manager is required at Head Office/DC, who shall coordinate with engineers and ECGC locations for SDWAN implementation.
77	62	Scope of Work	Bidders need to uninstall and remove all existing cables from OLD SD WAN equipment & install new proposed SD-WAN equipment along with CAT6A cables. Reconnecting all uplinks (fiber cables) and other CAT6A cables in a neat manner (rack dressing) for the new proposed SD-WAN equipment along with the dressing (labeling and tagging) & cabling.	What will happen to the existing devices which are uninstalled?	The existing uninstalled devices and components will be taken under ECGC care.
78	31(4.1.4)	Damages/ Liability clause	5% of the pending deliverable value per week, and proportionally for the part of the week. Maximum liability shall not exceed beyond 10% of the Contract Value.	We understand that 5% of MRC per week for impacted circuits and proportionally for the part of the week. Maximum liability shall not exceed beyond 10% of the Contract Value. Please confirm the understanding.	Yes
79	31(4.1.4)	Damages/ Liability clause	Inordinate delay in responding to the references made by the ECGC (delay attributable to the Vendor)	What is the meaning of Inordinate delay and what are the references made by the ECGC	Inordinate delay refers to Bidders not making unreasonable delay in the making of a decision on any case/references pertaining to ECGC
80	9	3.4. Scope of Work	4. Bidder must propose end to end solution on Opex Model for 5 year period. After the completion of 5 year of useful life of SD WAN Boxes, ECGC will pay only AMC/Maintenance charges for SD WAN Boxes for continuing the same if needed. The SD WAN boxes will not be handed over to NI.	After the completion of initial 5 year term as per RFP, the contract will be renewed/extended with revised Commercials based on mutual discussion between the Bidder and Customer. In case the contract is Terminated, the SDWAN devices will be handed over to the NI / Bidder.	No change
81	13	3.4. Scope of Work	31. During the contract period, ECGC may add/ delete/ replace a greater number of applications, security policies etc. Accordingly, the bidder shall carry out necessary configuration changes (if required) in their network, as advised by the ECGC from time to time at no extra cost to the ECGC.	Any change requests outside the scope of original RFP will be mutually discussed and applicable charges for such Change Requests will be borne by Customer	No change
82	Page 31	4.1.4	Damages/ Liability clause.	Bidder Proposes that Liquidated damages will be levied at the rate of 0.5% per week subject to a maximum of 5% of the annual cost of impacted location/s.	No Change in Clause

83	Page 33	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>	No Change in Clause
84		Clause not in Tender		<p>Representations and Warranties of Customer. Customer represents and warrants that (i) it has the legal right and authority, and will maintain the legal right and authority during each Service Term, to install and use the Services as contemplated hereunder; (ii) the performance of Customer's obligations under this Agreement and use of Services will not violate any applicable law, rule or regulation or any applicable manufacturers' specifications or unreasonably interfere with Supplier's or its other customers' use of the Services or network; (iii) Customer is authorized and has completed all required corporate actions necessary to execute this Agreement and all COF(s); and (iv) Customer shall not carry out any act or omission that results in Supplier breaching any law, rule or regulation.</p>	No Change in Clause. May be considered as part of agreement between successful bidder and ECGC.
85		Clause not in Tender		<p>Customer's use of the Services shall at times comply with Supplier's then-current Acceptable Use Policy ("AUP") and then-current Privacy Policy ("Privacy Policy"), as amended by Supplier and communicated in writing to Customer from time to time and which are available on Supplier's web site (www.tatacommunications.com). Customer hereby expressly acknowledges that it has reviewed, understands and accepts Supplier's AUP and Privacy Policy and the rights of Supplier as set out therein.</p>	No Change in Clause. May be considered as part of agreement between successful bidder and ECGC.
86	Page 33	4.1.8 Indemnity	<p>The Vendor shall indemnify, protect and save ECGC against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from any infringements in respect of all hardware, software, and services being utilized by the Team / resources, except for those explicitly provided by / authorized by ECGC.</p>	<p>A. Each Party shall indemnify the other from and against any claims by third parties (including any Governmental Authority) and expenses (including legal fees and court costs) arising from damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct. Customer shall also indemnify, defend and hold Supplier harmless from any and all claims (including claims by any Governmental Authority seeking to impose penal or criminal sanctions) (i) relating to Customer's or its End Users' use of the Services; and/or (ii) claims arising from Customer's breach of Representations and Warranties provided by the Customer or breach of Acceptable User Policy.</p>	No Change in Clause

87			Clause not in Tender Limitation of Liability	<p>"NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR (B) ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, LOSS OF DATA, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES, ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE (INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT BIDDER SHALL BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE MOST RECENT TWELVE (12) MONTHS OF CHARGES COLLECTED BY BIDDER FROM THE CUSTOMER PURSUANT TO THE APPLICABLE PURCHASE ORDER GIVING RISE TO THE LIABILITY. "</p> <p>SUPPLIER'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR DAMAGES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION RELATING TO THE FURNISHING OF OR THE FAILURE TO FURNISH SERVICES (INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURE TO TRANSMIT OR ESTABLISH CONNECTIONS, FAILURE TO SATISFY SERVICE LEVELS OR SPECIFICATIONS, DELAYS, ERRORS OR OTHER DEFECTS) IS LIMITED TO ANY APPLICABLE CREDIT ALLOWANCES DUE AND/OR CUSTOMER'S RIGHT TO TERMINATE A PARTICULAR SERVICE UNDER THE APPLICABLE SERVICE LEVEL GUARANTEE AS SET FORTH IN THE RELEVANT SERVICE SCHEDULE(S).</p>	<p>No Change in Clause. May be considered as part of agreement between successful bidder and ECGC through proper Legal vetting, if agreed.</p>
88	35	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.	No Change in Clause
89	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.	No Change in Clause
90	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.	<p>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.</p> <p>For claims towards IPR, Bidder may at its sole discretion, (i) obtain for Purchaser the right to continue using the Services, (ii) modify the Services so that the Services are non-infringing, (iii) replace the Services with a functionally equivalent, non-infringing service, (iv) if the above mentioned alternatives (i)-(iii) are not available, bidder may so notify Purchaser and terminate such infringing Services without penalty to either Party. Notwithstanding anything in the agreement to the contrary, this is the sole remedy for any intellectual property infringement claims that can be provide by bidder to Purchaser.</p> <p>The maximum aggregate liability of Bidder, with respect to all indemnity claims under the RFP including intellectual property claims, shall in no event exceeds, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO giving rise to the liability.</p> <p>Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue."</p>	No Change in Clause

91	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: (i) completion of 3 years from the Effective Date; or (ii) termination on 30 days' notice by either Party; or (iii) execution of a definitive agreement between the Parties relating to the Purpose of this Agreement.</p> <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>	No Change in Clause
92	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	No Change in Clause
93	9	3.4 (Scope of Work)	ECGC intends to refresh its existing WAN network setup which includes SD-WAN devices along with Dual MPLS links (Primary & Secondary) on PAN India locations and Internet links (Primary & Secondary) centrally at DC & DR respectively for five years period along with their Annual Maintenance Cost in Opex model.	<p>Request Bidder to also confirm on the Last Mile media required for MPLS & Internet Links, whether Wireline & RF both Media are allowed.</p> <p>Also Confirm, if RF can be provided, will there be any Pole/Mast restrictions ?</p>	All primary links should be on Fiber, Secondary links for 10 -20% locations on RF can be considered for non critical locations. however bidder has to provision for any additional cost for RF installation as per their site survey.
94	15	3.4.47 (Scope of Work)	The bidder is expected to do a site survey for feasibility and for positioning of the terminating equipment. They should clearly inform about the equipment that will be deployed with its physical, electrical and any other related information	Incase Site survey is required, we request to provide us with Site Wise Local contact details & Permission availability for survey to have the field site survey	A formal request through e-mail can be sought for the site survey. Details shall be provided accordingly.
95	15	3.4.48 (Scope of Work)	The bidder shall arrange required Right of way permission from Local Corporation / Municipalities / authorized agency for road culling, digging and laying of fiber / copper. ECGC would not pay any cost towards the same	All the necessary permission regarding In building cabling, laying of fibre cable, colo,space,power permissions inside the customer owned premises or any rental premises has to be under customer scope at no cost to TCL, as delay or availability of permissions may affect the delivery timelines.	No Change in Clause
96	17	3.4.70 (Scope of Work)	The bidder should provide primary MPLS on their own network	<p>Incase Primary MPLS - Last Mile is Not Feasible on own network, can we provide both the Last Miles (Primary - Secondary) from 2 different Offnet/third party providers ?</p> <p>Last Mile redundancy will be provided</p>	No Change in Clause