

Pre-Bid Queries RFP-007 for Renewal of Annual Technical Support (ATS) for Oracle License and Web Logic License

S.No.	Clause no. and Title	Original Clause	Suggested Modification (in track mode for ease of identification)	Reasons for change	
1.	C.22 Company's right to vary scope of Contract at the time of award and during the term of the contract. Page 16-17	<p>C.22.1 Company may at any time, by a written communication given to the winning bidder, make changes within the scope of the contract as specified.</p> <p>C.22.2 If any such change causes an increase or decrease in the cost of , or the time required for the supplier's performance of any part of the work under the contract, whether changed or not changed by order, an equitable adjustment shall be made in the Contract Price or time schedule, or both and the Contract shall accordingly be amended. Any claims by the supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the vendor's receipt of the Company's changed order.</p>	<p>C.22.1 Company may at any time, by a written communication given to the winning bidder, make changes within the scope of the contract as specified.</p> <p>C.22.2 If any such change causes an increase or decrease in the cost of , or the time required for the supplier's performance of any part of the work under the contract, whether changed or not changed by order, an equitable adjustment shall be made in the Contract Price or time schedule, or both and the Contract shall accordingly be amended. Any claims by the supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the vendor's receipt of the Company's changed order. <u>The Company shall make the payment for the increased quantities and the Company shall not be entitled to reduce the quantities after issuance of the purchase order.</u></p>	Self-explanatory	OK
2.	C. Rejection Criteria. Page 17	<p>Bids received by the Company after the last date of receipt of bids prescribed. Besides other conditions and terms highlighted in the RFP document, bids may be rejected under following circumstances:</p> <ol style="list-style-type: none"> 1. Bidder not qualifying the Eligibility criteria mentioned in A.2 2. Any effort on the part of the bidder to influence the Company's bid evaluation, bid comparison or contract award decisions. 3. Bids without power of attorney and any other document consisting of adequate proof of the ability of the signatory to bind the bidder. 4. Revelation of prices in any form or by any reason before opening of commercial bids. 5. Failure to furnish all information required by the RFP document or submission of a bid not substantially responsive to the RFP Document in every respect or submission of incorrect / misleading information. 6. Incomplete price bid or Financial bid. 7. Total lump sum price quoted by the bidder does not include all statutory taxes and levies applicable 8. Bidder not quoting for the applicable complete scope of work as indicated in the RFP document 9. Bidder hiding/misquoting any information in the documents submitted. 	<p>Bids received by the Company after the last date of receipt of bids prescribed. Besides other conditions and terms highlighted in the RFP document, bids may be rejected under following circumstances:</p> <ol style="list-style-type: none"> 1. Bidder not qualifying the Eligibility criteria mentioned in A.2 2. Any effort on the part of the bidder to influence the Company's bid evaluation, bid comparison or contract award decisions. 3. Bids without power of attorney and any other document consisting of adequate proof of the ability of the signatory to bind the bidder. 4. Revelation of prices in any form or by any reason before opening of commercial bids. 5. Failure to furnish all information required by the RFP document or submission of a bid not substantially responsive to the RFP Document in every respect or submission of incorrect / misleading information. 6. Incomplete price bid or Financial bid. 7. Total lump sum price quoted by the bidder does not include all statutory taxes and levies applicable 8. Bidder not quoting for the applicable complete scope of work as indicated in the RFP document 9. Bidder hiding/misquoting any information in the documents submitted. 		NO CHANGES

		10. Failure to honour the amount quoted in the reverse auction. The EMD deposited will be forfeited if the bids submitted by the bidder are rejected due to any one or more of the rejection reasons mentioned above.	10. Failure to honour the amount quoted in the reverse auction. The EMD deposited will be forfeited if the bids submitted by the bidder are rejected due to any one or more of the rejection reasons mentioned above.		
PART D TERMS & CONDITIONS OF CONTRACT					
3.	D.2 Payment & D.3 Prices; page 18	D.2.1 Company shall make payments 100% payment only to the subject always to the fulfilment by the vendor of the obligations (delivery of License) and receipt of Demand Invoice. Payment for Services shall be made in Indian Rupees. D.3.1 Prices payable to the vendor as stated in the Contract shall be fixed at the time of finalization of the contract. D.3.2 Escalation of Costs: The supplier shall in no circumstance be entitled to any escalation of costs or price of any material / items supplied or services mentioned under the contract.	D.2.1 Company shall make payments 100% payment only to the subject always to the fulfilment by the vendor of the obligations (delivery of License) and receipt of Demand Invoice. Payment for Services shall be made in Indian Rupees. D.3.1 Prices payable to the vendor as stated in the Contract shall be fixed at the time of finalization of the contract. D.3.2 Escalation of Costs: The supplier shall in no circumstance be entitled to any escalation of costs or price of any material / items supplied or services mentioned under the contract. <u>All invoices and bills will be raised by Vendor as per the Payment Terms and will become due for payment within thirty (30) days of presentation. All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, vendor also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by Company and any such withholding by the vendor shall not be treated as breach by it of the provisions of this Agreement.</u>	Vendor wishes to add certain standard provision pertaining to payment clause	OK
4.	D. 5. Assignment; page 18	D. 5.1 The vendor shall not assign, in whole or in parts its obligations to perform under the Contract, except with the Company's prior written consent.	D. 5.1 The vendor shall not assign, in whole or in parts its obligations to perform under the Contract, except with the Company's prior written consent; <u>which shall not be unreasonably withheld or denied.</u>	Self-explanatory	NO CHANGES

5.	D. 6. Delays in the vendor's Performance; page 18	<p>D.6.1 If at any time during performance of the Contract the vendor should encounter conditions impeding timely delivery and performance of Services, the vendor shall promptly notify the Company in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the vendor's notice the Company shall evaluate the situation and may, at its discretion , extend the vendor time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>D.7 Except as provided under conditions of contract clause D.9, a delay by the vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of liquidated damages pursuant to conditions of Contract unless an extension of time is agreed upon pursuant to conditions of Contract without the application of liquidated damages.</p>	<p>D.6.1 If at any time during performance of the Contract the vendor should encounter conditions impeding timely delivery and performance of Services, the vendor shall promptly notify the Company in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the vendor's notice the Company shall evaluate the situation and may, at its discretion , extend the vendor time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>D.7 Except as provided under conditions of contract clause D.9, a delay by the vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of liquidated damages pursuant to conditions of Contract unless an extension of time is agreed upon pursuant to conditions of Contract without the application of liquidated damages. <u>Liquidated damages shall be 0.5% of the value of delayed goods/ services subject to a limit of 5% of the value of the delayed goods/ services and shall be levied only if the delay is for reasons solely and entirely attributable to Vendor and not for delay due to reasons attributable to Client and/or its other vendors or due to reasons of Force Meajure.</u></p>	<p>Vendor's corporate policy is to limit the maximum penalty for SLA breach to 5% of the payment due for the period for which it is measured.</p> <p style="text-align: center;">NO CHANGES</p>
		<p>D.8.1 If at any time during performance of the Contract the vendor should encounter conditions impeding timely delivery and performance of Services, the vendor shall promptly notify the Company in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the vendor's notice the Company shall evaluate the situation and may, at its discretion , extend the vendor time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>D.8.2 Except as provided under conditions of contract clause D.10, a delay by the vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of liquidated damages pursuant to conditions of Contract unless an extension of time is agreed upon pursuant to conditions of Contract without the application of liquidated damages</p>	<p>D.8.1 If at any time during performance of the Contract the vendor should encounter conditions impeding timely delivery and performance of Services, the vendor shall promptly notify the Company in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the vendor's notice the Company shall evaluate the situation and may, at its discretion , extend the vendor time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>D.8.2 Except as provided under conditions of contract clause D.10, a delay by the vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of liquidated damages pursuant to conditions of Contract unless an extension of time is agreed upon pursuant to conditions of Contract without the application of liquidated damages</p>	<p>Penalty shall remain 10%. The phrase "which shall be</p>

6.	D.8 Liquidated Damages and Penalties. page 19	<p>D.8.1 Till the acceptance and subject to conditions of Contract if the vendor fails to deliver or to perform the Services (Licenses) within the period(s) specified in the Contract, the Company shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed part or unperformed Services for each week of delay until actual delivery or installation or performance, up to a maximum deduction of 10%. Once the maximum is reached, the Company may consider termination of the Contract pursuant to conditions of Contract Clause D.9</p> <p>Penalty would be a maximum deduction of 10%. Once the maximum is reached, the Company may consider termination of the Contract pursuant to conditions of Contract Clause D.9</p>	<p>D.8.1 Till the acceptance and subject to conditions of Contract if the vendor fails to deliver or to perform the Services (Licenses) within the period(s) specified in the Contract, the Company shall, without prejudice to its other remedies under the Contract <u>which shall be applicable only in the case of a breach capable of being remedied shall not have been remedied within thirty (30) working days of written notice</u>, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed part or unperformed Services for each week of delay until actual delivery or installation or performance, up to a maximum deduction of 105%. Once the maximum is reached, the Company may consider termination of the Contract pursuant to conditions of Contract Clause D.9</p> <p>Penalty would be a maximum deduction of 105%. Once the maximum is reached, the Company may consider termination of the Contract pursuant to conditions of Contract Clause D.9. <u>The penalty shall be payable only for the SLA breach for reasons solely attributable for the Vendor and such liquidated damage shall be Company's sole and exclusive remedy for all delays herein.</u></p>	Self-explanatory	<p>phrase which shall be applicable only in the case of breach capable of being remedied shall not have been remedied within thirty(30) working days of written notice" is added</p>
7.	D.9 Termination for Default; page 20	<p>D.9.1 The Company may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:</p> <p>If the vendor fails to deliver any or all of the deliverables mentioned in scope B.2 or perform services and obligations within the period(s) specified in the Contract, within any extension thereof granted by the Company pursuant to conditions of contract clause no.D.11.2</p> <p>D.9.2 In the event the Company terminates the Contract in whole or in part, pursuant to the conditions of contract clause D.13.1 Company may procure, upon such terms and in such manner as it deems appropriate. Systems or Services similar to those undelivered, and the Supplier shall be liable to the Company for any excess costs for such similar systems or Services. However, the supplier shall continue the performance of the Contract to the extent not terminated.</p>	<p>D.9.1 The Company may, without prejudice to any other remedy for <u>material</u> breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:</p> <p>If the vendor <u>materially</u> fails to deliver any or all of the deliverables mentioned in scope B.2 or perform services and obligations within the period(s) specified in the Contract, within any extension thereof granted by the Company pursuant to conditions of contract clause no.D.11.2</p> <p>D.9.2 In the event the Company terminates the Contract in whole or in part, pursuant to the conditions of contract clause D.13.1 Company may procure, upon such terms and in such manner as it deems appropriate. Systems or Services similar to those undelivered, and the Supplier shall be liable to the Company for any excess costs for such similar systems or Services. However, the supplier shall continue the performance of the Contract to the extent not terminated. <u>Vendor may terminate this Agreement for cause if Company materially breaches this Agreement, provided Vendor gives Company notice of such breach and it remains uncured after 30 days following notice.</u></p>	Vendor wants to have a similar right of termination in case of default and non payment of fees by Company.	NO CHANGES

			<p><u>If any amount due and payable by Company under the Agreement is more than 30 days overdue; and there is no dispute between Company and Vendor in relation to that amount, Vendor may issue to Company a notice that payment is overdue. If Company fails to pay Vendor within 7 days after the date of such notice, Vendor may by a further notice to Company terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.</u></p>		
8.	D.10. Force Majeure; page 20	<p>D.10.1 Notwithstanding the provisions of conditions of contract clause no. D.6 & D.7 the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>D.10.2 For purpose of this Clause, "Force Majeure" means an event beyond the control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Company either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>D.10.3 If a Force Majeure situation arise the Supplier shall promptly notify the Company in writing of such conditions and the cause thereof. Unless otherwise directed by the Company in writing, the vendor 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.</p>	<p>D.10.1 Notwithstanding the provisions of conditions of contract clause no. D.6 & D.7 the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>D.10.2 For purpose of this Clause, "Force Majeure" means an event beyond the control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Company either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>D.10.3 If a Force Majeure situation arise the Supplier shall promptly notify the Company in writing of such conditions and the cause thereof. Unless otherwise directed by the Company in writing, the vendor 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. <u>If such an event lasts for a continuous period of thirty (30) days, then either party may at any time thereafter while such performance continues to be excused, terminate this Agreement without liability, by notice in writing to the other party. However Vendor shall be entitled to receive payments for all services rendered by it under this Agreement.</u></p>	Self-explanatory	No changes
			<p>The Bidder shall indemnify the company (LICHFL) against loss of data / damage to data / any loss arising as a result of any negligence of bidder during project implementation as decided/quantified by the Company. The Company will, during</p>		

9.	D.12 Indemnification; page 21	<p>The Bidder shall indemnify the company (LICHFL) against loss of data / damage to data / any loss arising as a result of any negligence of bidder during project implementation as decided/quantified by the Company.</p>	<p><u>the period of the coverage of this assignment, indemnify and hold Vendor harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Vendor arising out of the use or possession of the equipment or location of the Company by Vendor or its personnel, unless caused by the negligence of Vendor personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages.</u></p>	<p>Vendor wishes to add provisions to general indemnity</p>	<p>TBD</p>
10.	D.17 Taxes and Duties; page 23	<p>D.17.1 Vendors shall be entirely responsible for all taxes, duties, license fees etc. incurred. Any change in the taxes approved by the government will be paid as per rates prevailing at the time of invoice submission.</p> <p>D.17.2 If there is any reduction in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Company. Vendor shall also be reimbursed for payment of any statutory duty/tax/levy and/or new taxes or an increase in the rates of existing taxes, if any payable in respect of any sales tax and/or any other state or central levy. This will apply as on the date of submission of the invoice.</p>	<p>D.17.1 Vendors shall be entirely responsible for all taxes, duties, license fees etc. incurred. Any change in the taxes approved by the government will be paid as per rates prevailing at the time of invoice submission.</p> <p>D.17.2 If there is any reduction in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Company. <u>However, all fees payable to Vendor are exclusive of any sales, use, value added tax, service, GST or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction and where such taxes are applicable, Company shall be responsible to pay or reimburse Vendor the amount of such taxes.</u> Vendor shall also be reimbursed for payment of any statutory duty/tax/levy and/or new taxes or an increase in the rates of existing taxes, if any payable in respect of any sales tax and/or any other state or central levy. This will apply as on the date of submission of the invoice. <u>Each party is responsible for its own income taxes, corporate taxes and franchise taxes.</u></p>	<p>Self-explanatory</p>	<p>OK</p>
		<p>D.18.1 The vendor is responsible for and obliged to conduct all contracted activities in accordance with the contracts using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the contract.</p> <p>D.18.2 The vendor is obliged to work closely with the Company's staff, act within its own authority and abide by directives issued by the Company.</p> <p>D.18.3 The vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.</p>	<p>D.18.1 The <u>receiving party vendor</u> is responsible for and obliged to conduct all contracted activities in accordance with the contracts using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the contract.</p> <p>D.18.2 The vendor is obliged to work closely with the Company's staff, act within its own authority and abide by directives issued by the Company.</p> <p>D.18.3 The vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.</p>		

11.	D.18 Vendor Integrity and Vendor's Obligations; page 24-25	<p>D.18.4 The vendor will treat as confidential all data and information about the disclosing party, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other third party without the prior written approval of the Company if such information is disclosed in tangible form duly marked as "Confidential Information" or where disclosed orally being confirmed in writing by disclosing party.</p> <p>These confidentiality restrictions shall be for the term of the resultant contract and for a period of two years thereafter. This restriction does not limit the right to use information contained in the data if it:</p> <ul style="list-style-type: none"> a. Is obtained from another source without restriction. b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality; c. Becomes generally known to the public without violation of this Proposal; d. Is independently developed by the receiving party without the use of confidential information and without the participation of individuals who have had access to confidential information; e. Is required to be provided under any law, or process of law duly executed. <p>D.18.5 The vendor shall perform the activities/services and carry out its obligations under the contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Supplier shall always act, in respect of any matter relating to this Contract, as faithful advisor to the Company and shall , at all times, support and safeguard the Company's legitimate interests in any dealings with third parties.</p>	<p>D.18.4 The receiving party vendor will treat as confidential all data and information about the disclosing party, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other third party without the prior written approval of the Company disclosing party if such information is disclosed in tangible form duly marked as "Confidential Information" or where disclosed orally being confirmed in writing <u>within 10 days of disclosure</u> by disclosing party.</p> <p>These confidentiality restrictions shall be for the term of the resultant contract and for a period of two years thereafter. This restriction does not limit the right to use information contained in the data if it:</p> <ul style="list-style-type: none"> a. Is obtained from another source without restriction. b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality; c. Becomes generally known to the public without violation of this Proposal; d. Is independently developed by the receiving party without the use of confidential information and without the participation of individuals who have had access to confidential information; e. Is required to be provided under any law, or process of law duly executed. <p>D.18.5 The vendor shall perform the activities/services and carry out its obligations under the contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Supplier shall always act, in respect of any matter relating to this Contract, as faithful advisor to the Company and shall , at all times, support and safeguard the Company's legitimate interests in any dealings with third parties.</p>	Self-explanatory	NO CHANGES
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		D18.6 The vendor is to abide by the job safety measures prevalent in India and will free the Company from all demands or responsibilities arising from accidents or loss of life the cause of which is the vendor's negligence. The vendor will pay all indemnities arising from such incidents and will not hold the Company responsible or obligated.	D18.6 The vendor is to abide by the job safety measures prevalent in India and will free the Company from all demands or responsibilities arising from accidents or loss of life the cause of which is the vendor's negligence. The vendor will pay all indemnities arising from such incidents and will not hold the Company responsible or obligated.		
12.	D.21 Reporting Progress; page 25	D.21.1 Vendor shall monitor progress of all the activities related to the execution of this contract and shall submit to the Company, at no extra cost, progress reports with reference to all related work, milestone and their progress during the implementation phase on a weekly basis. D.21.2 The Company reserves the right to inspect and monitor the progress/performance of the work/services at any time during the course of the Contract. At any time during the course of the Contract, the Company shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance of the Supplier of its obligations/functions in accordance with the standards committed to or required by the Company		Vendor's Internal: Business team to comment	NO CHANGES
			D.22.1 In the event of any claim asserted by a third party of infringement of copy right, patent, trademark or industrial design rights the supplier shall act expeditiously to extinguish such claim. If the vendor fails to comply and the Company is required to pay compensation to a third party resulting from such <u>third party</u> infringement, the vendor shall be responsible for the compensation including all <u>reasonable</u> expenses (court costs and lawyer fees). The Company will give notice to the vendor of such claim, if it is made without delay. <u>As a condition to avail the foregoing indemnity, the Company agrees to notify the Vendor in writing of the claim; and allow the Vendor to control, and cooperates with the Vendor in, the defense and any related settlement negotiations.</u>		

13. D.22 Patent Right; page 26

D.22.1 In the event of any claim asserted by a third party of infringement of copy right, patent, trademark or industrial design rights the supplier shall act expeditiously to extinguish such claim. If the vendor fails to comply and the Company is required to pay compensation to a third party resulting from such infringement, the vendor shall be responsible for the compensation including all expenses (court costs and lawyer fees). The Company will give notice to the vendor of such claim, if it is made without delay.

In the event that Company is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any deliverable as a result of or in connection with any claim for which Vendor is required to indemnify Company under this Clause according to a final decision of the courts or in the view of Vendor, Vendor may at its own expense and option: (i) procure for Company the right to continue using such deliverable; (ii) modify the deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, Vendor shall refund Company the fees effectively paid for that deliverable by Company subject to depreciation for the period of use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of Vendor and the exclusive remedy of Company in matters related to infringement of third party intellectual property rights.

Vendor wishes to add certain Indemnity exceptions

NO CHANGES

			<p><u>Vendor shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Contractor's compliance with Company's specific technical designs or instructions (except where Vendor knew or should have known that such compliance was likely to result in an infringement claim and Vendor did not inform Company of the same); (ii) inclusion in a deliverable of any content or other materials provided by Company and the infringement relates to or arises from such Company materials or provided material; (iii) modification of a deliverable after delivery by Vendor to Company if such modification was not made by or on behalf of Vendor; (iv) operation or use of some or all of the deliverable in combination with products, information, specification, instructions, data, materials not provided by Vendor; or (v) use of the deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable statement of work by Vendor; or (v) use of a superseded release of some or all of the deliverables or Company's failure to use any modification of the deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by Vendor.</u></p>		
14.	<p>Annexure A.2 Letter of Submission:</p> <p>LETTER OF SUBMISSION; page 33</p>	<p>Being duly authorized to represent and act on behalf of(bidder) and having reviewed and fully understood all the qualifications and requirement and information provided, the undersigned hereby expresses its interest and apply for qualification for Oracle ATS Support in accordance with your RFP dated : 12-Mar-2019. We are hereby submitting our Response with all the desired information and documents. We hereby declare that all the information and statements made in this Response are true and accept that any misrepresentation contained therein may lead to our disqualification.</p>	<p>Being duly authorized to represent and act on behalf of(bidder) and having reviewed and fully understood all the qualifications and requirement and information provided, the undersigned hereby expresses its interest and apply for qualification for Oracle ATS Support in accordance with your RFP dated : 12-Mar-2019. We are hereby submitting our Response with all the desired information and documents. <u>To the best of our knowledge and as per records available with the Company, Wwe</u> hereby declare that all the information and statements made in this Response are true and accept that any <u>willful</u> misrepresentation contained therein may lead to our disqualification.</p>	<p>Self-explanatory</p>	<p>OK</p>
				<p>We shall not be able to</p>	

15.	Annexure A.3 Details of Litigation(s) : page 34	(A) Details of litigation(s) the Bidder is currently involved in, or has been involved in for the last three years:		We shall not be able to provide litigation details	NO CHANGES
16.	Annexure A.5 COMPLIANCE STATEMENT; Page 36	<p>DECLARATION</p> <p>We _____ (name of the vendor/bidder) hereby confirm having submitted our bid for participating in LICHFL's RFP dated _____ for procurement of _____.</p> <p>We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process. We hereby undertake and agree to abide by all the terms and conditions stipulated by LIC Housing fiancé Limited in the RFP document including all annexures and the Business Rules for Reverse Auction.</p>	<p>DECLARATION</p> <p>We _____ (name of the vendor/bidder) hereby confirm having submitted our bid for participating in LICHFL's RFP dated _____ for procurement of _____.</p> <p>We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process. Subject to the deviations submitted along with the bid proposal, W<u>w</u>e hereby undertake and agree to abide by all the terms and conditions stipulated by LIC Housing fiancé Limited in the RFP document including all annexures and the Business Rules for Reverse Auction.</p>	Self-explanatory	OK