

Pre-Bid Queries Response for Legal Clause Changes

Sr.no	Additional Clauses for inclusion	Comment / Suggestions	Response
1	Indemnity	Tenderer shall indemnify and hold harmless the bidder for all Losses incurred in connection with any third-party Claim, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of such Bidder.	No Change
2	Limitation of the Bidder's Liability towards the Purchaser	Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive, or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services	No Change
3	Non-solicitation	Bidder shall not hire employees of Tenderer or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of Tenderer directly involved in this contract during the period of the contract and one year thereafter.	No Change



4	Force Majeure	<p>1) Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.</p> <p>2) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.</p> <p>3) Unless otherwise directed by Tenderer in writing, the selected contractor 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>4) In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, Tenderer and the bidder shall hold consultations in an endeavour to find a solution to the problem.</p> <p>5) Notwithstanding above, the decision of Tenderer shall be final and binding on the bidder regarding termination of contract or otherwise</p>	No Change
5	Termination for Convenience	<p>1) In case of termination, Tenderer shall pay the bidder for all work-in progress, Services already performed, and expenses incurred by the bidder up to and including the effective date of the termination of this Agreement.</p> <p>2) Tenderer shall be entitled to terminate/cancel the purchase order at any time for the balance order quantity which is within the delivery schedule with no liability on either side and without assigning any reason thereof. However, the purchase order for the quantity which has already been offered for inspection shall not be cancelled and supply of the same shall be availed in due course of time.</p> <p>3) Bidder may terminate/cancel the contract by giving a written notice of 30 days in case:</p> <p>a) Its invoices are not paid on time</p> <p>b) If Tenderer fails to comply with the terms of agreement</p>	No Change



6	Retention of copies	On payment of all bidder fees in connection with the Contract, Tenderer shall obtain a non-exclusive license to use within its internal business, subject to the other provisions of this Contract, any Deliverables or work product for the purpose for which the Deliverables or work product were supplied. bidder retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that bidder may use or develop in connection with the Contract.	No Change
7	Non-Exclusivity	It is agreed that the services are being rendered on a non-exclusive basis and the bidder shall have the right to pursue business opportunities that it may in its sole discretion deem appropriate.	No Change
8	Additional Clause: Limitation of the Bidder's Liability towards the Purchaser	The Client (and any others for whom Services are provided) shall not recover from the Bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client (and any others for whom Services are provided) shall not recover from the Bidder, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services	No Change
9	Additional Clause: Indemnity	The Client shall indemnify and hold harmless the GT Entities and GT Bharat LLP for all Losses incurred in connection with any third-party Claim, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of such GT Entity or GT Bharat LLP	No Change



10	To be added in the Non-solicitation (13.12 NON-SOLICITATION on Page No. 36)	<p>During the Restricted Period, no Engagement Personnel of either party shall solicit for employment any Engagement Personnel of the other party. "Engagement Personnel" shall be defined as only those personnel of either party who a) are directly involved in the provision of Services under the applicable Statement of Work, or b) are the direct recipients of such Services. The "Restricted Period" shall be defined to include a) the Term of the applicable Statement of Work, b) a period of 12 months after the expiration of such Term, and c) for those Engagement Personnel whose involvement as a direct provider or recipient of Services ends prior to the expiration of the Term, for 12 months after such involvement ends. Provided, that this restriction shall not apply to (i) Engagement Personnel of a party who respond to general advertisements for positions with the other party, (ii) Engagement Personnel of either party who come to the other party on their own initiative without direct or indirect encouragement from the other party's Engagement Personnel, or (iii) generic recruiting activities by non-Engagement Personnel, including direct outreach by recruiters of either party who have sourced the individuals in the ordinary course of recruiting through the use of research, agencies, social media and/or other technology or tools</p>	<p>No Change</p>
----	---	--	------------------



11	Additional Clause: Force Majeure	<p>Force Majeure to facilitate remote working.</p> <p>i. To the extent that the provision of the Services is impacted by a pandemic (including COVID19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.</p> <p>ii. Where the Bidder Personnel are required to be present at Client's premises, the Bidder will use reasonable efforts to provide the Services on-site at Client side, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent</p> <p>a. any government or similar entity implements restrictions that may interfere with provision of onsite Services;</p> <p>b. either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or</p> <p>c. an bidder's resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.</p>	No Change
12	Additional Clause: Retention of Copies	<p>Request you to kindly consider the clause as under:</p> <p>The Bidder shall be permitted to retain all information and documents as maybe required for legal or professional regulatory purposes, provided that such retained information remains subject to confidentiality obligations for the entire retention period.</p> <p>Request you to kindly consider the clause as under:</p>	No Change
13	Additional Clause: Non-Exclusivity	<p>It is agreed that the services are being rendered on a non-exclusive basis and the Bidder shall have the right to pursue business opportunities that it may in its sole discretion deem appropriate.</p>	No Change



Request you to kindly consider the clause as under:

1. In the event of termination of this Contract due to any cause whatsoever, the Contract with stand cancelled effective from the date of termination of this Contract
2. In case of exigency, if the Purchaser gets the work done from elsewhere, the difference in the cost of getting the work done shall be borne by the Consultant
3. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Consultant or due to the fact that the survival of the consultant as an independent corporate entity is threatened/ has ceased, or for any other reason, whatsoever, the Purchaser through re-determination of the consideration payable to the consultant as agreed mutually by the Purchaser and the consultant may pay the consultant for that part of the Services which have been authorized by the Purchaser and performed by the consultant up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the consultant as may be required to offset any losses caused to the Purchaser as a result of any act/ omissions of the consultant. In case of any loss or damage due to default on the part of the consultant in performing any of its obligations with regard to executing the Scope of Work under this Contract, the consultant shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the Bidder as described above in order to execute an effective transition and to maintain business continuity.
4. Nothing herein shall restrict the right of the Purchaser to invoke the Bank

Guarantee and other Guarantees furnished hereunder and pursue such other

14 Additional Clause: Termination

No Change



15	Additional Clause: Confidentiality	<p>"Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."</p>	No Change
16	Additional Clause: Intellectual Property Rights	<p>The bidder may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the bidder owns in performing the Services. Notwithstanding the delivery of any Reports, the bidder retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the bidder compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.</p>	No Change
36	Limitation of Liability	<p>Request you to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited. For exception to Limitation of Liability: Cl. 6.39 Bidder's liability in case of claims against Bank resulting from Misconduct or Negligence of bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p>	No Change



