



दि न्यू इन्डिया एश्योरन्स कंपनी लिमिटेड, मुंबई (प्र.का.)
THE NEW INDIA ASSURANCE CO. LTD. MUMBAI (H.O.)



ADDENDUM - 3

The RFP now includes the following additional clauses (Ref: GEM/2025/B/6363242):

1. LIMITATION OF LIABILITY & INDEMNITY

The bidder represents and warrants that the supply, installation and maintenance of services/products hereby sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. The bidder agrees that it will and hereby does, indemnify the company from any claim, directly resulting from or arising out of any breach or claimed breach of this warranty. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of bidder for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be limited to 100% contract value. Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.

2. OWNERSHIP OF CONFIDENTIAL INFORMATION

The Disclosing Party shall be deemed the owner of all Confidential Information disclosed by it or its agents to the Receiving Party hereunder, including without limitation all patents, copyright, trademark, service mark, trade secret and other proprietary rights and interests therein, and Receiving Party acknowledges and agrees that nothing contained in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise in or to any Confidential Information. Confidential Information is provided "as is" with all faults. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right.

(Handwritten signature)



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In no event, shall the Disclosing Party be liable for the accuracy or completeness of the Confidential Information. THE DISCLOSING PARTY

DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION.

Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.

3. FORCE MAJEURE

The bidder shall not be liable for any delay or failure of performance of any of its obligations under or arising out of this contract, if the failure or delay results from Act of God, refusal of permissions or other Government Act, fire, explosion, accident and the like which renders it impossible or impracticable for the bidder to fulfill its obligations under the contract or any other cause or circumstances of whatsoever nature beyond bidder's control.

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