



**UCO BANK**  
**Department of Information Technology**  
**Request for Proposal (RFP) For “Annual Technical Support (ATS) for Microsoft Products, Oracle, IBM**  
**& Antivirus RFP Ref No : UCO/DIT/1012/2016-17 Date 31-08-2016”**  
**Amendments, Addendums and Corrigendum’s**

**Additional Clause is being added in RFP**

**Limitation of Liability**

Service provider's aggregate liability under this Agreement regardless of the form or nature of action giving rise to such liability (whether in contract, tort or otherwise) shall be at actual and limited to the total value of the Agreement. Service Provider's liability in case of third party claims against the Bank resulting from Wilful Misconduct or Gross Negligence of the Service Provider, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights shall be unlimited. "Wilful Misconduct" means where a party intentionally causes actual harm upon the other party and does not involve error or mistake in any form. "Gross Negligence" means a serious disregard to an obvious risk.

In no event will either party be liable for any incidental, indirect, special or consequential costs or damages; downtime costs; lost business, revenues, goodwill or profits; failure to realize expected savings; loss or unavailability of or damage to data; or software restoration, even if such party has been advised of the possibility of such damages.

Service provider will not be liable for any breach, which is caused by or otherwise attributable to any act or omission on part of Bank or third parties authorized by the Bank, or on account of any force majeure event. In such event where the bank fails to perform its obligations, the Service Provider be (i) relieved from its own performance obligations (ii) reimbursed for any costs incurred and (iii) paid for service performed due to Bank's failures or delays.

In the event of material non-performance of obligation or failure to meet terms of this Agreement the Bank shall be entitled to invoke the performance guarantee without further notice or right of demur to this Service provider upon expiry of reasonable cure period mentioned. Bank will however notify the service provider upon any non-performance of obligation or failure to meet terms and require the service Provider to cure the same within 30 days. Any amount pending for payment due to non-achieving of milestones set under the Agreement for any other reason solely attributable to the Service Provider should be included in the remaining amount of the contract value. The guarantee should be of that of a Scheduled bank only.