

Title of Procurement	REQUEST FOR PROPOSAL for Integrated cloud based Enterprise CDN (Content Delivery Network), WAF (Web Application Firewall) and DDoS, DNS Services
Reference No.	Ref: CO/IT-SD/CDN/RFP dated 30.09.2022

Please take note of the following corrigendum:

Clause 6.16 (Page 41) of RFP document stand modified as follows:

Existing text	Modified Text
Except in cases of criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the vendor and used/consumed by LIC, the Supplier/vendor shall not be liable to LIC, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/vendor to pay liquidated damages to LIC and the aggregate liability of the Supplier/vendor to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. The bidder's aggregate liability in connection with obligations, undertaken as a part of this project regardless of the form or nature of the action giving rise to such liability, shall be limited to the Total Cost of Ownership (TCO) of the project. The bidder's liability in case of third-party claims against the LIC resulting from breach of confidentiality, Willful Misconduct or Gross Negligence of the bidder, its employees and subcontractors or from third party claims resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights shall be unlimited.	Both parties shall not be liable, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production or loss of profits or interest costs. The aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply in cases of criminal negligence, willful misconduct, infringement of intellectual property rights, obligation of suppliers/vendors to pay liquidated damages to the corporation and to the cost of repairing or replacing defective equipment.

The Commercial Bid Opening Date & Time is scheduled as per the timelines given below:

Commercial Bid Opening Date & Time	23.01.2023 (Monday) 15.30 Hrs. (IST)
---	---

Please Note:

Since more than 5 bidders have qualified for opening of indicative commercials, process for commercial evaluation as defined in the clause 5.9 (H1 ELIMINATION AND ONLINE REVERSE AUCTION) of the RFP will be followed.

The date and time of the Online Reverse Auction will be communicated separately.

(Chief, IT/SD)