



9.5 Indemnity Clause (Modified)

Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder, (iii) use of the allocated site and or facility provided by Bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site requirement.. Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment/s providing facility to Bank's equipments at all points of time, provided however, (i) the Bank notifies Bidder in writing immediately on aware of such claim, (ii) Bidder has sole control of defense and all related settlement negotiations, (iii) the Bank provides Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of Bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and Bidder's) rights, interest and reputation.

The Successful Bidder shall indemnify the Bank and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to software bug, error, incomplete testing, misconduct, fraud, misbehaviour or violations of any laws committed by Bidder or its employees/ agents/ persons employed by third parties. Bidder shall, at their own expense, defend and indemnify the Bank against any claims due to loss of data / damage to data arising as a consequence of any negligence during implementation process.

Successful Bidder's should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- ▶ death or personal injury caused by the negligence of the indemnifying party, its personnel or its subcontractors;
- ▶ Except to the extent attributable to a breach of contract by, willful, negligent or unlawful act or omission of, the successful bidder or a third party which is controlled by the Bidder as governed by Indian IT Act.
- ▶ the breach by the Bidder of any of its obligations under Confidentiality,
- ▶ Non-compliance of Bidder with Laws / Governmental Requirements
- ▶ IP infringement
- ▶ Negligence and misconduct of Bidder, its employees, and agents
- ▶ Breach of any terms of agreement document or Representation made by Bidder.
- ▶ Act or omission in performance of service.
- ▶ Loss of data due to Bidder provided facility.