

#	Page No	Clause No	Description	Amendment/ Clarification desired in the clause	GIC Re's Response
1	6	Generic	Overview	There is an ongoing RFP for GIC so bidder wants to know if this SAP HANA migration RFP is related to the RFP which is already published, is there any correlation in terms of timelines & other deliverables ?	As per RFP wordings, GIC Re will provide access to SAP HANA servers through the newly selected DC DR service provider. The successful bidder in SAP Oracle to HANA DB migration RFP will co-ordinate with the new DC DR service provider for starting the DB migration activity.
2	9	Section I 4.1 The Existing SAP ECC (AS-IS environment):	GIC Re has the following Modules of SAP implemented	Could we have a dump of tickets raised over last 12 months or Total Number of SAP Users? This will help in Team sizing.	We do not have dump of tickets raised over last 12 months as we are not using a ticketing tool for SAP as of now. We have around 500 SAP users. We have used around 800 hours monthly through our AMC vendor for all SAP related activities.
3	9	Section I 4.2.1. : Systems to be migrated/ upgraded	1) SAP ERP: SAP ERP 6.0 EHP 7 Findings: SAP ERP 6.0 EHP 7 is compatible with HANA2.0 database	We assume the scope is limited to ECC EHP 7 migration to HANA only. Kindly confirm.	Any version upgrade required for migration of Oracle DB to HANA DB is deemed to be included in the scope of the successful bidder.
4	9	Section I 4.2.1. : Systems to be migrated/ upgraded	2) SAP Enterprise Portal (ESS) Findings: EP is on SAP NetWeaver Java 7.4, JAVA 7.40 is not supported any more due to end of life	As NW 7.4 is end of life, does the scope also involve upgrade to NW 7.5? Kindly confirm.	Any version upgrade required for migration of Oracle DB to HANA DB is deemed to be included in the scope of the successful bidder.
5	9	Section I 4.2.1 Systems to be migrated/ upgraded: :	Generic question from SAP Basis standpoint	The Quality System size is bigger than Production System, whereas this should be vice versa? Can you please suggest why?	Quality system size optimisation is underway. The figures provided include unused memory dumps at the time of preparing the RFP. Revised and latest sizing will be provided to the selected bidder.
6	9	Section I 4.2.2 Existing Source (Live) Servers and Proposed Destination Servers for Migration	GIC Re is in process of identifying new outsourced Data Center service provider for next 5-year contract that will migrate SAP Landscape from the existing Data center service provider to the new Data center Service provider	When is this migration to new Data Centre Service provider scheduled/planned?	DC-DR Migration is planned tentatively during October 2022.
7	10	Section I 4.2.1. : Systems to be migrated/ upgraded	5) SAP Solution Manager 7.1 and 7.2 Solman Development (version7.1) & Solman Production (version7.2)	We assume the scope is limited to ECC EHP 7 migration to HANA and does not involve upgrade of Solman Dev 7.1 to 7.2? Kindly confirm.	Any version upgrade required for migration of Oracle DB to HANA DB is deemed to be included in the scope of the successful bidder.
8	10	Section I 4.2.1. : Systems to be migrated/ upgraded	7) SAP ERP PF PENSION Findings: SAP NetWeaver Java 7.4, JAVA7.40 is not supported any more due to end of life	As NW 7.4 is end of life, does the scope also involve upgrade to NW 7.5? Kindly confirm.	For ERP PF pension a slight correction is being issued. The module version is to be read as " SAP ERP 6.0 EHP 7 " and not SAP NetWeaver Java 4.0

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9	10	Section I 4.2.3 Migration/Implementation Phase Deliverables	The migration processes shall be carried out very systematically and in a streamlined fashion to avoid unexpected delays, technical errors and to minimize downtime	What is the permissible business down time GIC will provide to conduct migration for each of the system?	Downtime for Production systems is to be planned by the successful bidder during non working hours i.e. after working hours on weekdays, weekends, public holidays etc. Necessary downtime for all other systems will be accommodated based on business department's convenience. Majority of the migration activity is to be first performed on a parallel environment before carrying out the actual migration with cut over activity. Timelines will be mutually discussed and agreed upon by GIC Re and Selected Bidder.
10	10	Section I 4.2.3. a). iv PROJECT PREPARATION	Finalize sizing and Hardware capacity for all systems and Phases	for sizing to HANA system there are some set of program to be installed in existing environment ,how GIC has planned for that ?	GIC Re will facilitate access to existing environments for the bidder to perform all necessary activities related to HANA DB migration project.
11	10	Section I 4.2.3. b) TEST RUN IN SANDBOX SYSTEM	TEST RUN IN SANDBOX SYSTEM	Does GIC have any formal discussion about this SADB before the migration begins ( as it requires some amount of time to do this activity ) For bidder this is important to know & understand & evaluate SAP licencing change from oracle DB to HANA DB?	Bidder can propose the best methodology for migration to what has been worded in the RFP. GIC Re will have preliminary round of talks with the successful bidder to finalise the migration approach plan and servers needed before the migration activity actually begins.
12	10	Section I 4.2.3. d) d) FINAL CUTOVER AND GO-LIVE	Conduct training sessions, workshops on relevant topics like configuration FIORI	If Fiori is used, what would be the gateway version? Kindly suggest.	GIC Re doesn't use any Fiori based interfaces. Bidder can propose Fiori configuration wherever bidder feels it can be utilised in HANA post DB migration.
13	13	Section I 4.2.3. d) d) FINAL CUTOVER AND GO-LIVE	Conduct training sessions.....	We assume the training expected is a high level overview of different functionalities. Please confirm.	The understanding is correct
14	13	Section I 4.2.3. d) d) FINAL CUTOVER AND GO-LIVE	Conduct training sessions.....	Total no. of FIORI Apps in use with break up of Std Apps Vs Bespoke Apps?	GIC Re doesn't use any Fiori based interfaces. Bidder can propose Fiori configuration wherever bidder feels it can be utilised in HANA post DB migration.
15	13	Section I 4.2.4. : Migration Activities	All necessary functional areas to be enabled as part of migration	Are we referring to new functional area apart from current ones which are enabled? If yes, what are they?	Bidder can propose new functional areas wherever bidder feels it can be utilised in HANA post DB migration.
16	16	Section I 4.2.8. : Testing	4.2.8. : Testing	Do we have test script available from earlier upgrade & implementation? Kindly suggest.	GIC Re doesn't have any standard test scripts run during its previous migration

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17	18	Section I 4.3 : Support Services During Post Go Live Stabilization (PGLS) Period	During this period, the SI shall provide mandatory on-site support.	Could you please elaborate if 24*7 onsite support needs to be provided during Post Go-Live Stabilization phase?	GIC Re requires the successful bidder to closely monitor system during all activities that take place post DB migration 24*7. The successful bidder is expected to depute onsite resource during office working hours for handholding and close monitoring remotely during non working hours to avoid any failures in existing automated workloads.
18	21	Section I 4.4.3 : Deliverables during Support phase (PGLS and Warranty Period)	Point 4: Knowledge database building through SOLMAN for the issues being resolved	We assume SAP Solution Manager is the ticketing tool used to manage required support. Please confirm.	The successful bidder must leverage the Solman server that is being provided by GIC Re for ticketing as well as any other requirement related to HANA DB migration project.
19	21	Section I 4.4.3 : Deliverables during Support phase (PGLS and Warranty Period)	Point 4: Knowledge database building through SOLMAN for the issues being resolved	We assume Know Error Data Base (KEDB) in SAP Solution Manager is already setup and same has to be updated while providing support after the migration. Please confirm.	Know Error Data Base (KEDB) in SAP Solution Manager is not already setup. The successful bidder must leverage the Solman server that is being provided by GIC Re for ticketing as well as any other requirement related to HANA DB migration project.
20	21	Section I 4.6.3 a. Resource Plan	Onsite mode refers to GIC RE Mumbai Office. SI shall ensure to deploy the resources as per the required experience and competency for each activity under the scope of this project	Onsite offsite resource model , If the DC is at bidder's locations then will the onsite resource will be required ?	Successful Bidder's On-site personnel, in addition to off-site team, is required to assist and co-ordinate with GIC Re IT Team, business team or GIC Re's designated SAP support team to identify, troubleshoot and resolve issues related to or arising out of SAP HANA DB migration.
21	21	Section I 4.6.3 Resource Plan	Onsite mode refers to GIC RE Mumbai Office. SI shall ensure to deploy the resources as per the required experience and competency for each activity under the scope of this project	We do understand from the scope that GIC requires SAP development (ABAP) resources and SAP security resources to perform the migration successfully, we want to know if GIC will deploy the resources or GIC is expecting bidders to deploy the resources?	GIC Re is expecting the successful bidder to provide all resources required for successful completion of scope of work.
22	23	Section I 4.6.3 3) One year AMC support for soh systems after warranty period	Resource Plan: 3 One year AMC support for soh systems after warranty period - Offsite mode	Currently you have an existing vendor providing support for SAP. Could you clarify what will be the role will the existing vendor play when the Bidder is expected to provide one year AMC post upgrade.	The successful bidder will have to perform all regular and scheduled maintenance activities related to SAP HANA DB and take care of any issues arising out of migration activity and its dependencies while providing documentation and Knowledge transfer to GIC Re IT team and GIC Re's designated SAP support vendor.
23	24	Section I 5.a Service Availability & Helpdesk Support	Incident tickets can be logged at any time via email/ ticketing tool/ call/ SMS. Service requests can be logged at any time via email/ ticketing tool/ call/ SMS.	Could you please share the percentage of Incidents and Service Requests logged via e mail or outside the Ticketing tool	Currently all of GIC Re's incidents and service requests are logged out of Solman over email. The successful bidder must leverage the Solman server that is being provided by GIC Re for ticketing as well as any other requirement related to HANA DB migration project. If possible email integration must be configured by the successful bidder to raise tickets in Solman via e-mail.

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24	40	Section II 26 sub- contracting	26 sub-contracting	If Successful bidder decides to select a partner to work jointly for this RFP then will GIC accept the subcontractor?	Refer to Annexure V Clause 41 Sub Contracting.
25	41	Section II 21. Schedule & Payment Terms	Payment terms not mentioned in the RFP	We request addition of the below clause : GIC Re shall pay invoices without any set-off and deductions within thirty (30) days from the date of invoice. GIC Re shall communicate in writing, any disputes in invoices submitted by Vendor within a period of twenty-five (25) days from the date of invoice, failing which the invoices shall be deemed accepted by GIC Re. Any amount payable by GIC Re under this Agreement which remains unpaid after the due date shall be subject to late fees of 1.5% of the amount due per month from the due date until GIC Re pays the amount due in full.	No change in tender terms and conditions
26	42	Section II 23. Termination of Contract	GIC Re shall have the unilateral right to terminate any agreement/contract(s) formed between GIC Re and the successful Bidder(s) as per "Termination Clause" of annexed Service Level agreement.	We request to modify the clause; our preferred clause is as below:  Either party may terminate this Agreement upon written notice of 15 days to the other party (i) if such other party shall be in breach of this Agreement and such breach is not remedied for a period of thirty (30) days from receipt of written notice (ii) upon written notice to the other party, if the other party has been adjudicated bankrupt, insolvent or liquidated, by a court of competent jurisdiction.  Notwithstanding anything contained in this section, either party may terminate this Agreement or any Statement of Work (unless otherwise mentioned in such Statement of Work), without assigning any reason by giving ninety (90) days' prior written notice to the other party.	No Change in tender terms and conditions. Inclusion of this clause can be negotiated to a reasonable extent with the successful bidder.
27	46	Annexure I Point 2	Preparation of Bids by Registered Bidders:	If in case there are any technical & general terms and conditions which needs relaxation, so will GIC accept any deviations while submission of the RFP	Deviation on technical parameters can be negotiable only up to a reasonable extent. General terms can only be relaxed if they do not hamper the bidding process. Usually the practice is to go for minor changes only and the bidder has to take note of the terms before bidding for the project. This may be negotiated to a reasonable extent with the successful bidder
28	46	Annexure I Point 2	Preparation of Bids by Registered Bidders:	Is there any format given for deviation ?	Bidder may include any deviation clearly indicating the same as part of the bid submission in appropriate format. GIC Re will negotiate the same only with the successful bidder in the interest of successful fulfilment of scope of work.

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29	47	Annexure I 36. Right to audit	GIC Re reserves the right to conduct an audit at the selected Bidder to determine whether the activities are being performed as required by the RFP and as agreed in the contract.	<p>We request to modify the clause; our preferred clause is as below:</p> <p>Successful Bidder will allow audits by GIC to be conducted during normal business hours at GIC's expense, for the purpose of monitoring compliance with the relevant provisions of this clause, provided that GIC provides at least 10 days advance notice of such audit to successful Bidder, and GIC agrees to ensure responsibility for the members of the third party to be bound by reasonable obligations of confidentiality in the event that they are required to conduct an audit.</p>	The clause may be subject to modification up to a reasonable extent depending on negotiations with the successful bidder..
30	48	Annexure II PQC	Page 48 of Tender Doc Pre-Qualification Criteria Sr. No. 2 Eligibility Criteria The Bidder should have had an average annual turnover of Rs. 10 Crores in the last three financial years i.e., 2018-19, 2019-20 & 2020-21.	<p>We have a turnover of more than Rs. 10 Crores in last three financial years i.e. 2019-20, 2020-21 &amp; 2021-22.</p> <p>Hence, we are requesting you to allow us to participate with the Provisional Financial Reports for 2021-22, so that we can participate in this tender.</p>	<p>Agreed.</p> <p>To be read as " The Bidder should have had an average annual turnover of Rs. 10 Crores in any three financial years out of the last 5 Financial Years i.e., 2017 -18, 2018-19, 2019-20, 2020 - 21 &amp; 2021-22.</p>
31	52	Annexure II PQC	Experience The Bidder should have experience as SAP HANA DB Migration Services and support provider for at least a period of 3 years as on 31.12.2021.	<p>Request you to kindly modify this clause as:</p> <p>The Bidder should have experience as SAP HANA DB Migration Services provider.</p> <p>Bidder should also have experience as support provider for at least a period of 3 years as on 31.12.2021.</p> <p>Work Orders confirming year and area of activity, (or) Memorandum and Articles of Association.</p>	<p>Agreed.</p> <p>To be read as " The Bidder should have experience as SAP HANA DB Migration Services provider.</p> <p>Bidder should also have experience as support provider for at least a period of 3 years as on 31.12.2021 "</p>
32	66	Annexure V SLA 17. Indemnity	The Selected Bidder shall execute and furnish to GIC Re a Deed of Indemnity annexed with RFP as Annexure VIII indemnifying GIC Re and holding it harmless to the extent of 100% in respect of the situations stated therein. All claims regarding indemnity and the Deed of Indemnity shall survive the termination or expiry of this Agreement.	<p>We request to modify the clause; our preferred clause is as below:</p> <p>GIC must indemnify and hold harmless, Successful Bidder and its Affiliates and Personnel against all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including without limitation, attorneys' fees and disbursements) sustained, incurred or suffered by successful bidder or its Affiliates or Personnel as a result of GIC or its Affiliate's fraud, gross negligence, wilful misconduct, wrongful acts or omissions or criminal conduct; breach of confidentiality obligations; infringement of intellectual property rights and any failure to comply to applicable laws.</p>	No Change in tender terms an conditions. Inclusion of such clauses can be negotiated to a reasonable extent with the successful bidder.

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33	66	Annexure V SLA 18. Confidentiality	Either Party shall not use Confidential Information, the name, or the logo of the other Party except for the purposes of this Agreement; The Selected Bidder shall sign the NDA as annexed to the RFP as Annexure VII. The obligations of the Parties in this respect shall be as per the Non-Disclosure Agreement (NDA) which shall survive the termination or expiry of this Agreement.	We request to modify the clause; our preferred clause is as below:  The obligation to maintain confidentiality shall survive this Agreement for a period of two(2) years from the date of disclosure.	No Change in tender terms an conditions. Inclusion of this clause can be negotiated to a reasonable extent with the successful bidder.
34	70	Annexure V SLA 23. Suspension of work	The Selected Bidder shall, if ordered in writing by GIC Re, temporarily suspend the works or any part thereof for such a period and such time as ordered. The Selected Bidder shall not be entitled to claim compensation for any loss or damage sustained by them by reason of temporary suspension of the Services as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Selected Bidder, if request for same is made, provided that the suspension was not consequent to any default or failure on the part of the Selected Bidder. In case the suspension of works, is not consequent to any default or failure on the part of the Selected Bidder and lasts for a period of more than 3 months, the Selected Bidder shall have the option to request GIC Re to grant equitable adjustment in the Contract Price.	We request to modify the clause; our preferred clause is as below:  In case the suspension of work, is not consequent to any default or failure on the part of the Selected Bidder and lasts for a period of more than 3 months, the Selected Bidder shall have the option to request GIC Re to grant equitable adjustment in the Contract Price and terminate the Agreement.	No Change in tender terms an conditions. Inclusion of this clause can be negotiated to a reasonable extent with the successful bidder.
35	70	Annexure V SLA 24. Liquidated damages	In the event of delay, low or poor performance by the Service Provider as per requirements of this Agreement and RFP the Service Provider is solely responsible, for the Liquidated Damages (LD) which will be applicable as under, For the implementation phase, the Project Cost (PC) mentioned below refers to the project implementation cost proposed and accepted in the commercial bid. For the remainder period of the contract, Maintenance cost (MC) used below refers to aggregate of the support and maintenance cost other than the one time implementation cost.	We request to modify the clause; our preferred clause is as below:  Overall Liquidated Damages or Service Credits: a. For time and material engagement is not more than 10% of the monthly invoice value; b. For fixed price is not more than 10% of the milestone value.	No Change in tender Terms and conditions.
36	71	Annexure V SLA 24. Liquidated damages	Support & Manintenance Phase (SLA)	SLA's proposed as a part of the tender are non-negotiable or bidder can propose SLA which can be mutually agreed upon?	No Change in tender terms an conditions. Usually the practice is to go for minor changes only and the bidder has to take note of the terms before bidding for the project. This may be negotiated to a reasonable extent with the successful bidder
37	73	Annexure V SLA 27. Payment Terms	One-Time Charges as per the Commercial Bid (Annexure IV) would be paid on completion of activities as per Scope of work and sign-off from GIC Re.	Request you to kindly modify this clause as: Milestone based payment will be done for Project Cost (PC) as per project execution milestones and deliverables sign-off.	No change in tender terms an conditions

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38	76	Annexure V SLA 30. Termination	<p>e) Termination for Convenience: The notice of termination shall specify that termination is for GIC Re convenience, the extent to which performance of work under this Agreement is terminated, and the date upon which such termination becomes effective.</p> <p>f) GIC Re may terminate this Agreement if the Selected Bidder fails to comply with any decision reached consequent upon arbitration proceedings pursuant to dispute resolution clause hereunder.</p> <p>g) If at any point of time and for any period, the Liquidated damages exceeds 100% of PBG submitted by the Selected Bidder.</p> <p>h) If the aggregate of Liquidated Damages levied under the Liquidated Damages clause exceeds the amount mentioned therein, GIC Re reserves the right to terminate this Agreement by giving 30 days' notice and pursue other remedies available under this Agreement in addition to setting off the Liquidated Damages or recovering the same from PBG.</p> <p>i) The Selected Bidder may, subject to approval by GIC Re, terminate this Agreement before the expiry of its term by giving GIC Re a prior and written notice at least 90 days in advance indicating its intention to terminate the Agreement.</p>	<p>We request to modify the clause; our preferred clause is as below:</p> <p>Either party may terminate this Agreement upon written notice of 15 days to the other party (i) if such other party shall be in breach of this Agreement and such breach is not remedied for a period of thirty (30) days from receipt of written notice (ii) upon written notice to the other party, if the other party has been adjudicated bankrupt, insolvent or liquidated by a court of competent jurisdiction.</p> <p>Notwithstanding anything contained in this Section, either party may terminate this Agreement or any Statement of Work (unless otherwise mentioned in such Statement of Work), without assigning any reason by giving ninety (90) days' prior written notice to the other party.</p>	<p>No Change in tender terms and conditions. The terms and conditions of the RFP provide for termination by the bidder with prior approval of GIC Re. This may be negotiated to a reasonable extent with the successful bidder</p>
39	81	Annexure V SLA 33. Limitation of selected bidder's liability towards GIC Re	<p>The Selected Bidder, with respect to damage caused by the Selected Bidder to GIC Re's property, shall not be liable to GIC Re for any indirect or consequential loss or damage; and shall not be liable to GIC Re for any direct loss or damage that exceeds the total of:</p> <p>a) payments payable under this Agreement to the Selected Bidder, i.e., 100% of the Contract Price, and</p> <p>This limitation of liability shall not affect the Selected Bidder's liability, if any, for damage to Third Parties caused by the Selected Bidder or any person acting on behalf of the Selected Bidder in carrying out the Services</p>	<p>We request to modify the clause; our preferred clause is as below:</p> <p>Successful Bidder's aggregate liability under this Agreement shall in no event, exceed the amount of fees paid and / or payable in 12 months preceding the last act or omission, giving rise to such liability under resultant Agreement.</p>	<p>The liability has been limited to the contract price with the exception of damage caused to third parties, death etc. which is reasonable.</p> <p>No Change in tender terms and conditions. However the clause may be negotiable to a reasonable extent with the successful bidder.</p>
40	86	Annexure V SLA 50. Survival	<p>Notwithstanding any expiration or termination of this Agreement, the provisions of this Agreement that are either by express language meant to survive or impliedly meant to survive termination, shall survive such expiration or termination.</p>	<p>We request to modify the clause; our preferred clause is as below:</p> <p>Notwithstanding any expiration or termination of this Agreement, the provisions of this Agreement, that are, either by express of language meant to survive or impliedly meant to survive termination, shall survive for 5 years from such expiration or termination.</p>	<p>No Change in tender Terms and conditions. However the clause may be negotiable to a reasonable extent with the successful bidder.</p>

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41	102	ANNEXURE VIII: Deed of Indemnity	The Indemnity clause intends to cover losses / claims by the contracting party (instead of only third-party claims) and is unlimited.	We request to modify the clause; our preferred clause is as below:  GIC must indemnify and hold harmless, successful bidder and its Affiliates and Personnel, against all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including without limitation attorneys' fees and disbursements) sustained, incurred or suffered by Successful Bidder or its Affiliates or Personnel as a result of GIC or its Affiliate's fraud, gross negligence, wilful misconduct, wrongful acts or omissions or criminal conduct, breach of confidentiality obligations, infringement of intellectual property rights and any failure to comply to applicable laws.	No Change in tender Terms and conditions. However the clause may be negotiable to a reasonable extent with the successful bidder.
42	NA	Generic	Generic Questions	Please share last 3/4 EWA report if available ?	Will be shared with Selected bidder.
43	NA	Generic	Generic Questions	What us the usage of Solman in GIC?	EWA Reporting
44	NA	Generic	Generic Questions	When was last Quality ECC system refreshed?	In the month of December 2021
45	NA	Generic	Generic Questions	If possible, please share AWR report for ECC Oracle database?	Will be shared with Selected bidder.
46	NA	Generic	Generic Questions	HA & or DR are/is at Database layer or even at ABAP ASCS layer too?	ABAP ASCS & DB lies within same VM. The Production VMs are replicated at DR.
47	NA	Generic	Not mentioned in the RFP	We request addition of the below clause : Warranty Disclaimer "Successful Bidder EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE"	No Change in tender Terms and conditions. However the clause may be negotiable to a reasonable extent with the successful bidder.



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48	NA	Generic	Not mentioned in the RFP	<p>We request addition of the below clause :</p> <p>Non-Solicitation:            During the term of this Agreement, and for a period of twelve (12) months from the date of termination of this Agreement, Company and its affiliates shall not, directly or indirectly or through some third party, solicit, recruit, hire, retain or engage or attempt to solicit, recruit, hire, retain or engage the services of Successful Bidder's employees, subcontractors, agents or representatives, who have provided Services to the Company under this Agreement, without the express prior written consent of Successful Bidder. In respect of Successful Bidder's employees, subcontractors, agents or representatives whose employment or engagement with Successful Bidder has ceased, this obligation of the Company shall not apply beyond a period of 12 months after such cessation.</p>	No Change in tender Terms and conditions. However the clause may be negotiable to a reasonable extent with the successful bidder.