

Clarification to Pre bid queries of RFP REF: LIC/CO/IT-BPR/HW/LP-1A/2020-2021/06 Dated: 07/07/2020				
S.NO	RFP Document Reference(s) (Section & Page Number)	Clause (in brief) of RFP requiring clarification(s)	Brief details/ Query in reference to the clause	CLARIFICATIONS FROM LIC
1	G; 21; pg. 45	Force Majeure Condition:	Request you to add the following para; Vendor shall not be liable for any penalty or LD for delay or default due to force majeure condition.	NO CHANGE
2	G; 22; pg. 45	Limitation of liability: Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, 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, provided that this exclusion shall not apply to any obligation of supplier/vendor to pay liquidated damages to the Corporation and 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 to the cost of repairing or replacing defective equipment.	Request you to modify the clause as under: Limitation of Liability: Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, b Both parties shall not be liable, 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 supplier/vendor to pay liquidated damages to Corporation and 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 to the cost of repairing or replacing defective equipment.	NO CHANGE
3	G; 23; pg. 46	The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	Request you to modify the clause as under: Except for disputes arising due to the non-payment of fees for the services rendered by the vendor under the RFP, t The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings. Likewise LIC shall not withhold any payments due to the Vendor pending the resolution of the dispute between the Parties.	NO CHANGE
4	G; 27; pg. 47	Consequences of Termination of Selected Bidder	Request you to give at least 30 days prior written notice to be bidder before termination	NO CHANGE
5	NDA; pg. 66	Non solicitation; The Respondent agree that during the existence of the term of this NDA and for a period of one year thereafter, the respondent shall not solicit directly or indirectly the employees of LIC	Request you to modify the clause as under: Either Party The Respondent agree that during the existence of the term of this NDA and for a period of one year thereafter, the Other Party respondent shall not solicit directly or indirectly the employees of LIC.	NO CHANGE
6	NDA; pg. 66	Indemnity; The Respondent herein agree and undertake to indemnify and hold LIC harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys' fees), that may arise or be caused or result from or be paid/incurred/suffered or caused to be paid/incurred/ suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honour, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement	Request you to modify the clause as under: The Respondent herein agree and undertake to indemnify and hold LIC harmless from any actual, direct and proven loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys' fees), that may arise or be caused or result from or be paid/incurred/suffered or caused to be paid/incurred/ suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honour, observe, adhere to, abide by or comply with the terms of confidentiality obligations mentioned here in the non disclosure agreement any of the terms and conditions of this Agreement	NO CHANGE

7	NA	NA	Request you to add termination Right for bidder as under: Bidder/Service Provider may terminate this Agreement and / or any SOW upon written notice to the Client if Client commits a default or material breach and does not remedy the default or material breach within 30 days of notice from the Bidder/Service Provider	NO CHANGE
8	NA	NA	Request you to add Following clause in payment terms: In the event of delay in installation or commissioning of equipment supplied by the Service Provider, or delay in submission of documents required under the RFP / Agreement / PO, or delay in issuance of the acceptance certificates by the Client, due to reasons beyond the reasonable control of the Service Provider, including but not limited to site not being ready, or force majeure situations, government orders and notifications, government ordered lockdown, epidemics and pandemics etc., the Client shall make immediate payment and not withhold payment of fees for the Products supplied and / or services already rendered, on this account. In such cases the Service Provider shall raise the invoice to the extent of the value of goods delivered and/or quantum of work performed and the Client shall make payment thereof. Further, it shall be the obligation of the Service Provider to perform all the unperformed / partially performed work and submit all the necessary documents in terms of the RFP / Agreement / PO as soon as practicably possible upon normalization of the situation.	FOR Site Not Ready there is already a provision.
9	B(n); pg. 13	In case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, a penalty of Rs. 10,000/- will be charged and recovered from the EMD.	Request you to modify the clause as under: In case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, a penalty of Rs.5000 10,000/- will be charged and recovered from the EMD.	NO CHANGE
10	G(4); pg. 29	Deliverables and Timelines: (Penalties)	Request you to modify the clause as under: Maximum penalty for delay in delivery/installation to be capped at 5% of the cost of undelivered item.	NO CHANGE
11	G(4); pg. 30	In case of delay beyond the maximum period of 25 days over and above the delivery & installation period as mentioned in the above Table E, the following action may be initiated: ☐ Any other amounts that may become recoverable from the Vendor will be recovered from any available Bank Guarantee or will be remitted by the Vendor to LIC by way of Cheque /DD payment.	Request you to modify the clause as under: In case of delay beyond the maximum period of 25 days over and above the delivery & installation period as mentioned in the above Table E, the following action may be initiated: ☐ Any other amounts that may become recoverable from the Vendor maximum to the extent of Penalty applicable will be recovered from any available Bank Guarantee or will be remitted by the Vendor to LIC by way of Cheque /DD payment.	NO CHANGE
12	G(4); pg. 30	Site not ready: If installation is not done within the stipulated time-frame of 10 days, additional penalty of 0.5% of the cost of that item(s) per day will be applicable from the 11th day to the date of installation, subject to a maximum of 15% of the cost of that item(s)	Request you to modify the clause as under: Site Not Ready (SNR) Clause: If installation is not done within the stipulated time-frame of 10 days, additional penalty of 0.5% of the cost of that item(s) per day will be applicable from the 11th day to the date of installation, subject to a maximum of 15% 5% of the cost of that item(s).	NO CHANGE

13	G; 5; pg. 31	5. Introductory Meeting (IM) & Structured Meetings (Penalties)	Request you to modify the clause as under: In case of failure to hold the Introductory Meeting with the Regional Manager (IT) of the Zone(s) allotted to the selected bidder and/ or in case of failure in handing over the Annexure-III (Escalation Matrix), including complete details of the Zonal SPOCs and engineers appointed,during the Introductory Meeting with Regional Manager (IT), by the selected Vendor(s) then an amount of Rs.10000/- 50000/- will be recovered from the PBG. In case the credentials of any of the hardware engineers posted is not	NO CHANGE
14	G; 20; pg. 43	20. Service Level Agreement (SLA)(Penalties)	Request you to modify the clause as under: The breakdown charges if any, during the warranty period accumulated after release of payment of balance 5% will be recovered by invoking the Performance Bank Guarantee available with LIC or any other payment due to the Vendor payable by LIC under the above referred RFP or any other RFPs/AMCs from time to time. Penalties during warranty period- maximum upto 10% of basic cost of the hardware item. Maximum penalty under all clauses to be capped at 2% of the contract value	NO CHANGE
15	Point 15 , Page 39	Terms & Conditions for Servicing of Hardware	Request you to modify the clause as under: 1. The Vendor shall be fully responsible for servicing the hardware at the place of delivery for a period of at least 6 years (as applicable) from the date of installation even though approvals would have been given for appointment of service partner(s) and submit an Undertaking as per Annexure EC (1) for the same.	NO CHANGE
16	Point 16 d , Page 39	Warranty, Maintenance and Servicing: Warranty should not become void if LIC buys any other supplemental hardware from a third party and installs it within these machines in the presence of the representative/ engineer of the Vendor. However, the warranty will not apply to such third party hardware items, if installed	Request you to delete this clause	NO CHANGE
17	Section 10 ; Pg No : 9	EMD	Request to revise -	NO CHANGE
18		By Way of DD Rs.3,00,000/-	EMD By way of DD - Rs. 1,00,000/-	
19		By Way of BG Rs. 7,00,000/-	EMD By way of BG - Rs. 5,00,000/-	
20	Section 13; Pg No :14	a) The estimated quantities are mentioned in <u>Annexure-II</u> -Commercial Bid Document. The quantities are indicative and may vary to the extent of +/- 25% of the each line item. However, the actual quantities will be as reflected in the Purchase Order.	Request you to provide the exact quantity and may vary to the extent of +/-5% of the each item .	AS PER GUIDELINES HENCE NO CHANGE
21	Section 18; Pg No :16	Bid Validity Period - 210 days	Request to revise Bid Validity Period - 90 days	DUE TO THE CURRENT COVID-19 PANDEMIC IT IS NECESSARY.
22	Section iv Buyback ; Pg No:24	Buyback Items: The minimum buy-back rate, for items as mentioned in the Commercial bid will be fixed by LIC.	As the BB machines are not in the good ,working conditions ,missing parts also.The rates are high we request to reduce the rates from Rs 1200 to Rs 400/- .	THERE IS NO ADDITIONAL QUANTITY THAT HAS SPILLED OVER FROM LAST RFP hence it is just a provision.
23	Section e.5 , Pg No 24	The Buyback quantity mentioned in the Commercial -Annexure will be subject to a variation of +/- 25% of the originally declared quantities.	Request to revise Buyback Variation to +/-5% instead of +/-25% .	AS PER GUIDELINES HENCE NO CHANGE
24	Section F.c , Pg No 26	LIC also reserves the right to reduce or extend the validity of approved rates for a maximum period upto 120 days	Request to consider to reduce or extend the validity of approved rates for a maximum period of up to 30days	AS PER GUIDELINES HENCE NO CHANGE
25	Section 4 iv;Pg 30	In this case, the delivery & installation payment (95%) due to the selected Vendor will not be held up for want of installation certificate.	Request to consider 100% to be released if Site not ready	NO CHANGE

26	Section 4.i , Pg 29,30	However, in case, the delivery and installation together is completed within 60/70 days, no penalty will be charged. For delay in the delivery and installation together beyond 60/ 70 days, the penalty will be charged separately for delivery and installation as stated in the table above depending on the time lines of delivery and installation. Eg: If the delivery and installation has exceeded 60 days/70 days then penalty will be charged for the delay in delivery has happened within 50 days then no the installation only from the date of delivery of the hardware till it is installed as per the penalty applicable for installation in the table above.	Even if the delivery is completed earlier the end date of installation should not be 7 working days from the actual delivery date. Installation date should be treated as 50+ 7 working days or 60+7 working days as case may be. Penalty should be beyond that.	NO CHANGE
27	Section 9,Pg No:34	The PBG should be valid for a period of 42 months (39 months validity + 3 months claim period), claim period of three months, from the date of submission of PBG.	Request to consider PBG valid for a period of 39 months (36 months + 3 months claim period) from date of submission of PBG .	NO CHANGE
28	Section 9; Pg No :34	A PBG (As per Part-F of Annexure-VII) to the tune of 10% of the L1 prices approved of all Part-I	Request you to consider a PBG to the tune of 5% PBG against the PO . Multiple PO's can be clubbed .	AS PER GUIDELINES HENCE NO CHANGE
29	Section 10e; Pg No 35	a) However, if LIC decides to extend the validity period of the RFP, during the extended period, in case there is 5% increase or decrease of the Dollar rate, as on the date of placing purchase order, the approved prices can be revised for the purchase orders placed in the extended period, to the extent of 4% of the approved price as illustrated below, however it will be the responsibility of the bidders to indicate in their commercial bid, the hardware items which may have price impact due to dollar rate fluctuations:	Request to consider the increase of the Dollar rate both in RFP period and extension period.	NO CHANGE AS IN RFP period there has to be price validity else the reason for going through an RFP process will be thwarted.
30	Section 14.e; Pg No : 38,	Spares, consumables and support for the hardware should be available for a minimum period of six years in case of Line Printers from the date of installation of the Hardware irrespective of whether the equipment is manufactured by the Selected Vendor or procured from any other Principal Vendor (OEM). The entire responsibility will rest on the Vendor for servicing and proper functioning of the equipment supplied. During specified tenure (6 years as given above) if it is found that spares /consumables or support is not available, the hardware will have to be replaced by equivalent or higher model by the Selected Vendor at no extra cost to LIC	Request to consider Standard spares , consumables support 5 years only .	NO CHANGE SINCE THE REFRESH PERIOD IS 6 years.
31	Section 14.e; Pg No : 38	Chart of Penalties : SLAs	Request to consider	
32	a,b	Per day Breakdown charges up to 5 days-1% of the cost of hardware per day	Per day Breakdown Charges upto 5 days - 0.5% of the cost of hardware per day	NO CHANGE
33	a,b	Per day Breakdown charges from 6th day to 10th day- 2% of the cost of hardware per day.	Per day Breakdown Charges from 6th day to 10th day - 1% of the cost of hardware per day	NO CHANGE
34	a,b	Per day Breakdown charges from 11th day to 15th day-3% of the cost of hardware per day.	Per day Breakdown Charges from 9th day to 12th day - 2% of the cost of hardware per day	NO CHANGE
35	a,b	Beyond 15 days that is from 16th day onwards.- 6% of the cost of hardware per day.	Per day Breakdown Charges from 16th day onwards - 3%	NO CHANGE
36	a,b	Maximum Penalty capping for Breakdown-Basic cost of the Hardware item	Request to remove the clause	NO CHANGE

37	Section 20.j; Pg No : 45	vi. After the expiry of the warranty, if LIC desires, the Selected Vendor(s) will have to execute a comprehensive Annual maintenance Contract (AMC) with LIC for continuity in servicing of the Hardware supplied. The Service Level Agreement (SLAs) will be generally as defined in Sample Annual Maintenance Contract (AMC) documents as per Annexure VII. However, LIC reserves the right to revise these terms and conditions in the interest of LIC in subsequent RFPs / AMC agreements. LIC reserves the right to extend / terminate the AMC depending on the circumstances / high failure rates/ deficiency in servicing.	The rate should be mutually agreeable.	NO CHANGE
38	Section 20 , Pg No. 43	Class C - Next to Next Business Day + 2 working hours	Request to Consider Next to Next to Next Business Day (72hrs)	NO CHANGE
39	Annexure V	Undertaking for Warranty & AMC	Request to consider and make changes for 5 years instead of 7 years. Amc will be as per mutual understanding of vendor and LIC .	NO CHANGE
40	Annexure II Commercial	Total Qty of Buyback items for all Zones is mentioned . Total Qty as per RFP is BB qty is 65 nos	Request you to share us the Zonewise Break up for Buyback Qty .	NO CHANGE
41	Page No 37, 14 .C	i. 70% on Delivery, 25% on installation and 5 % against buyback	Request you to consider 70% on delivery ,29% on installation and 1% on buyback .	NO CHANGE AS ALREADY CHANGED.
42		Zone wise breakup not mentioned in Commercial Annexure II	Request you to share us the Zonewise Break up for laptop Qty .	NO CHANGE AS THERE IS SINGLE L1 VENDOR FOR SUPPLY OF THE ENTIRE QUANTITY OF LAPTOPS.