

Clarification to Pre bid queries
of
RFP REF: LIC/CO/IT-BPR/HW/2016-17/05 Dated: 03/11/2016

Sr. no.	RFP document Refrence(s) (S/Clause (in brief) of RFP requiring clarifications		Brief details/ Query in reference to the clause	Department Remarks
1	Section 10 ; Pg No : 8	EMD	Request to revise -	

		By Way of DD Rs.10,00,000/-	EMD By way of DD - Rs. 5,00,000/-	No change considered
		By Way of BG Rs. 20,00,000/-	EMD By way of BG - Rs. 15,00,000/-	
2	Section 13; Pg No :12	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 zonewise quantity and may vary to the extent of +/-5% of the each item .	No change considered

3	Section 18; Pg No :13	Bid Validity Period - 180 days	Request to revise Bid Validity Period - 60 days	No change considered
4	Section iv Buyback ; Pg No:16	Buyback items - The Vendor shall quote the buyback rate not lesser than the fixed minimum value mentioned in the commercial bid .	As the BB machines are not in the good ,working conditions ,missing parts also , the rate of BB should be allowed to be quoted by vendor not as per fixed rate . If fixed rate request to revise rates for - Server- Rs 500/- instead of Rs.1000/-.	No change considered
		Approved Rates under RFP		

		3. Performance Bank Guarantee (PBG)		
5	Section 4.e , Pg 22	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 considered
6	Section 8; Pg No : 24	Efforts will be made to settle all payments within 30 days, for orders for which complete set of invoices along with supporting requirements are submitted.	Request you to consider to settle payments within 20 days .	It is an administrative call, if the delivery and installation is completed well in advance than the desired period as per RFP then special efforts will be taken to settle the same in 21 days and suitable instructions will be issued to Zones with respect to the same.

7	Section 8 ,Pg 25	Chart of Penalties : SLAs	Request to consider -	
	a,b	Per day Breakdown Charges upto 3 days - 3% of the cost of hardware per day	Per day Breakdown Charges upto 3 days - 0.25% of the cost of hardware per day	No change considered
	a,b	Per day Breakdown Charges from 4th day to 7th day - 4% of the cost of hardware per day	Per day Breakdown Charges from 4th day to 7th day - 0.5% of the cost of hardware per day	No change considered

	a,b	Per day Breakdown Charges from 8th day to 10th day - 5% of the cost of hardware per day	Per day Breakdown Charges from 8th day to 10th day - 0.75% of the cost of hardware per day	No change considered
	a,b	Per day Breakdown Charges beyond 10 days - 6% of the cost of hardware per day	Per day Breakdown Charges beyond 10 days - 1% of the cost of hardware per day	No change considered
	a,b	Maximum penalty for breakdown - 2.5 times of the cost of hardware item	Request to remove the clause of 2.5times	No change considered since it is the maximum penalty capping.

8	Section 9.a ,Pg No : 25	The Vendor shall be fully responsible for servicing the hardware at the place of delivery, for a period of at least 8 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 <u>Annexure EC (1)</u> for the same.	Request to consider Standard support of 5yrs only.	It is in consonance with the refresh period hence no change will be considered.
9	Section 10.c; Pg No : 26	Spares, consumables and support for the hardware should be available for a minimum period of eight years 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 (8years 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 .	It is in consonance with the refresh period hence no change will be considered.
10	Page 32 , F.1.a	Scope of Work - Server and Software to be installed	Pls clarify the Softwares , Data Transfer will be from Storage or Tape , Space and Power has to be notified and made available for installation .	At the time of installation if software is to be provided by LIC then LIC will be taking care of the same and if the site is not ready for installation then the SNR clause is in place for the same as per the RFP.

11	Page 32 , F.1.a	Installation , Commissioning downtime	As downtime will be required of old servers , the same if delayed by LIC , penalty should not be applicable and based on SNR payment should be released .	At the time of installation LIC will be taking care of the same and if the site is not ready for installaion then the SNR clause is in place for the same.
12	Page 32,Clause F.1.e	Cabling for new hardware installations and for existing requirements of all offices of LIC scattered across India.	Request to consider local vendors for Cabling to be carried at locations	It is just a provision in case of dire situations and emergency else the local Vendors only will be taking care of the same.
13	Page 33,Clause 4	Cabling Requirements of Our Offices The selected Vendor may also be required to attend to the cabling requirements (for new as well as for existing cabling requirements), of our offices, by participation in the tenders called by LIC Offices during the empanelment period.	Request to consider local vendors for Cabling to be carried at locations	It is just a provision in the case of dire emergency as it concerns our data centres, else the local Vendors only will be taking care of the same.

14	Section 5.Table E,Pg 35 Deliveries & Timelines	Part I items - 45 days rest of india , 60 days J&K,NE	Request to consider delivery period 52 days rest of India and 70 days J&K	No change considered
15	Section 5.Table E,Pg 35 Deliveries & Timelines	Part I items - Installation Period 7 working days, Penalty for delay in installation @0.5% per day to max 5%	Request to consider Installation Period 10 working days ,0.5% per week to maximum of 3% per week	No change considered
16	Section 5.Table E,Pg 35 Deliveries & Timelines	Software - Delivery 7 days , J&K - 7days , Installation 3 working days	Request to consider Software delivery period as 20 days for rest of india , J&K - 30 days , Installation 7 working days	No change considered

17	Groupwise		Request you to share Zonewise Quantity	No change considered
18			Request you to consider order to be divided in two groups	No change considered
19	Page-8, Clause 10, Earnest Money Deposit	as per rfp	request EMD to be in the form of BG only. Request forfeiture of EMD to be only for reasons solely attributable to the bidder.	No change considered

20	Page-22, Clause 13, Commercial bid	The estimated quantities are mentioned in -Commercial Bid Document Annexure-II. 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.	1.It should be restricted to +/-10% maximum of the quantity quoted as per RFP. 2. Vendor agrees to provide the increased quantity at the same terms and conditions. However additional prices shall be charged for the goods supplied over the contracted quantity.	No change considered
21	Page-12. Clause 18, Bid validity period	Bids shall remain valid for 180 days after the date of bid opening prescribed by LIC, in the Activity Schedule. LIC	Vendor will quote with a bid validity of 30 days from the date of submission of the BID.	No change considered
22	Page-17, Clause D, Eligibility Criteria	As per RFP	Regarding point no. 13, Vendor can declare that there are no pending litigations which would materially affect this engagement.	No change considered

23	Page-21, Clause 2 b), Approved Rates Under RFP	The rates of the Hardware items under the RFP, approved by LIC w	While rates to remain valid till 31/12/2017, the tax changes and forex changes will be given effect to	Yes the existing taxes at vogue while submitting the Invoices will hold except the price discovery.
24	Page-21, Clause 2 c), Approved Rates Under RFP	LIC also reserves the right to reduce or extend the validity of approved rates for a maximum period of up to 90 days	such right to be exercised only in consultation with the selected bidder	No change considered
25	Page-21, Clause 3, Performance Bank Guarantee (PBG)	The Performance Bank Guarantee shall be submitted within 15 day	The Performance Bank Guarantee shall be submitted within 15 days from the date of intimation/ letter issued for selection as Vendor. Failure to do so may attract a penalty of Rs.5,000/- per day, subject to maximum penalty of Rs.65,000/- The PBG should be valid for the period 39 months, including claim period of three months, from the date of submission of PBG and renewable every year thereafter. The PBG / part thereof may be invoked for an amount that will be decided by LIC, when the bidder backs-out of any of his obligations as per this RFP, including refusal to take up / renew AMC for the equipment supplied.	No change considered

26	Page-22, Clause 4, Pricing and taxes	The Vendor should not, under any circumstances, request for an in	Request deletion of the clause.	No change considered
27	Page-23, Clause 5 a), Placing of Orders	The total quantities to be ordered under this RFP may be subject to	The total quantities to be ordered under this RFP may be subject to variation of up to <u>10%</u> above or below of Hardware line items, of the originally declared quantities. However, the actual quantities may differ at the time of issuing the Purchase Order, depending on the circumstances prevailing at that time.	No change considered
28	Page-23, Clause 5 d), Placing of Orders	Purchase Order for any Hardware may be issued by LIC in a staggered	Purchase Order for any Hardware may be issued by LIC in a staggered manner at any time during the validity period of the RFP. Additional requirements may also come up during the year as and when new offices are opened. Additional requirements from existing offices may also come up for which Hardware / Software will be purchased.	No change considered

29	Page-23, Clause 7, Acceptance Test on Delivery and Installation	LIC reserves the right to cancel the order in part or full in the event	LIC reserves the right to cancel the order in part or full in the event of serious discrepancy in hardware/software noticed after receipt of the Hardware. In such a case: a) LIC may cancel the entire purchase order and ask the Vendor to take the equipment back at the Vendor's costs and risks; and/or b) The Vendor shall have to replace the entire hardware consignment as per the committed specifications; and/or c) The Vendor will be required to replace the Hardware supplied with any of the other technically qualified Models. However, the new hardware should be delivered within	No change considered
30	Page-24, Clause 8, Payment Terms	PART I- 60% delivery, 35% installation, 5% after buyback	For hardware- 90% payment to be made on delivery, rest 10% on installation	
31	Page-24, Clause 8 d), Payment Terms	In case hardware items under Part II of commercial bid, 100 % payment will be made within 30 days of installation and submission of complete documentation whichever is later, if Purchase Order is placed only for Part II items. It may be noted that in case the Purchase order for Part II item is placed along with Part-I item, then payment terms as per Part-I items will be applicable.	For hardware- 90% payment to be made on delivery, rest 10% on installation	No change considered

32	Page No-25, Chart of penalties- SLAs	Maximum Penalty for Breakdown- 2.5 times of the cost of the Hardware item	Maximum penalty not to exceed 3% of the warranty cost of the hardware item	No change considered
33	Page-26, Clause 10 b), Warranty, Maintenance and Servicing Hardware	All the Hardware items, as per specifications given in Technical Annexure-I, shall be under comprehensive on-site warranty covering all parts and labor for a period of three years after installation and thereafter will be covered under AMC. If LIC so desires the Vendor shall enter into a comprehensive Annual maintenance Contract (AMC) with LIC, after the expiry of the Warranty period, at the rates prevalent along with the Terms and Conditions of the current AMC will prevail. However, LIC reserves the right to revise these terms & conditions of the AMC in the interest of LIC.	If entering into AMC is optional, then refusal to take up / renew AMC for the equipment supplied shall not entail invoking of PBG (as given in earlier clauses of rfp)	No two clauses are to be linked except if it is related to a specific requirement.
34	Page-26, Clause 10 h), Warranty, Maintenance and Servicing Hardware	In both the cases mentioned above, fresh order will be placed by LIC with the Vendor concerned for the supply of the new hardware against the lost/damaged equipment/ component. Monthly rental of 5% of basic Hardware cost will be payable to the Vendor for the equipment supplied as standby. If the Vendor does not provide standby equipment, the penalties as per Chart of Penalties will be imposed.	In both the cases mentioned above, fresh order will be placed by LIC with the Vendor concerned for the supply of the new hardware against the lost/damaged equipment/ component. <u>Complete payment shall be made once hardware is delivered.</u> Monthly rental of 5% of basic Hardware cost will be payable to the Vendor for the equipment supplied as standby. If the Vendor does not provide standby equipment, the penalties as per Chart of Penalties will be imposed.	No change considered

35	Page-27, Clause 10 h), Warranty, Maintenance and Servicing	Wherever any system has to be shifted from one LIC location to another, as decided by LIC, the Vendor is required to uninstall / reinstall and maintain the system/s at the new location, without any extra cost on account of reinstallation.	Wherever any system has to be shifted from one LIC location to another, as decided by LIC, the Vendor is required to uninstall / reinstall and maintain the system/s at the new location, <u>at an extra cost</u> without any extra cost on account of reinstallation.	No change considered
36	Page-27, Clause 10 n), Warranty, Maintenance and Servicing	In case of Site Not Ready (SNR) cases, the warranty will commence automatically from 31st day of issue of SNR.	In case of Site Not Ready (SNR) cases, the warranty will commence automatically from the date of issue of SNR.	No change considered
37	Page-28, Clause 10 e), Service level agreement	For breakdown of warranty machine beyond six days in a month, the warranty on such machines will stand extended by one month, in every such instance. Such warranty extension shall be allowed for maximum three months beyond which the Vendor will be required to replace the machine at no cost to LIC, within 30 days from the last failure. However, penalties for breakdown as per SLAs defined in the RFP will be applicable till the hardware is replaced.	Request to quantify the penalty instead of warranty extension	No change considered

38	Page-29, Clause 10 j), Service level agreement	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 decision of LIC in this matter will be final. 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.	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 decision of LIC in this matter will be final. LIC reserves the right to revise these terms and conditions in the interest of LIC in subsequent RFPs / AMC agreements, <u>bidder however shall have a right to accept or reject these T&Cs.</u> LIC reserves the right to extend / terminate the AMC depending on the circumstances / high failure rates/ deficiency in servicing.	No change considered
39	Page-29, Clause 12, Transportation and Insurance	The Vendor is required to deliver the goods and services to the various locations of LIC across the country as specified by LIC. Transportation and Insurance of goods shall be arranged and paid for by the Vendor till the date of installation. The transit insurance against any loss or damage shall be valid for 10 more days from the date of delivery at LIC's offices, at no extra cost. b) Should any loss or damage occur, the Vendor shall: i. Intimate and pursue claim with the Insurance Company till settlement and ii. In case of loss or damage, the vendor should provide	The Vendor is required to deliver the goods and services to the various locations of LIC across the country as specified by LIC. Transportation and Insurance of goods shall be arranged and paid for by the Vendor till the date of installation. The transit insurance against any loss or damage shall be valid for 10 more days from the date of delivery at LIC's offices, at no extra cost. b) Should any loss or damage occur, the Vendor shall: i. Intimate and pursue claim with the Insurance Company till settlement and ii. In case of loss or damage, the vendor should provide replacement of hardware, <u>subject to irrespective of</u>	No change considered
40	Page-30, Clause 14, 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 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 LIC 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	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 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 LIC and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the <u>25% of the total annual</u> Contract price with LIC under this Contract provided that this limitation shall not apply	This is out of Scope of the Approved RFP

41	Page-29, Clause 15, Force Majeure	As per RFP	Request time to notify LIC to be increased to 15 days.	No change considered
42	Page-31, Clause 19, Consequences of Termination of Selected Bidder	The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the RFP that are expressly or by implication intended to come into or continue in force on or after such termination.	Request a minimum notice period of thirty days in case of termination for cause. Request a minimum notice period of 90 days in case of termination for convenience. Request payment for goods delivered and services rendered, in any case of termination In case termination is for convenience then The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination, the goods shall be accepted by the Purchaser at the Contract terms and prices. Purchase shall pay to the supplier	This is out of Scope of the Approved RFP
43	Page-31, Clause 20 a), Rights reserved by LIC	If at any future point of time, it is found that the bidder had made	If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC will reserve the right to debar<u>disqualify</u> the Bidder from participating in future RFP's floated during the empanelment period and / or servicing of hardware for a period to be decided by LIC and take any other action as may be deemed necessary including the invocation of BG in part or full.	This is out of Scope of the Approved RFP

44	Page-31, Clause 20 c), Rights reserved by LIC	LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. Decision of LIC will be final in this matter.	However a notice of 60 days to be given	This is out of Scope of the Approved RFP
45	Page-32, Clause F.1, Scope of work- Detailed Scope of Work	as per rfp	Request to remove "upgrades". Vendor cannot commit to provide any "upgrades" free-of-cost if the same is not backed by the OEM.	No change considered
46	Page-35, Clause 6 i), Deliverables and Timelines	The Media CD along with the License and software download link should be supplied to LIC's Office as per Purchase Order. The delivery period will be 7 days for the Licenses along with the Authentic Copy of Media of the software and any "Product Key" required for installation of the software. Licenses delivered beyond 7 days will attract penalty of 0.5% per day, up to 10 days and then 1 %, (from the 11th day to the date of Delivery)of Cost of the Software, subject to a maximum of 10% of Cost of the Software ordered under the PO. Additionally, if the installation of the	The Media CD along with the License and software download link should be supplied to LIC's Office as per Purchase Order. The delivery period will be 7 days for the Licenses along with the Authentic Copy of Media of the software and any "Product Key" required for installation of the software. Licenses delivered beyond 7 days will attract penalty of <u>0.2%</u> per day, up to 10 days and then 1 %, (from the 11th day to the date of Delivery)of Cost of the Software, subject to a maximum of <u>3%</u> of Cost of the Software ordered under the PO. Additionally, if the installation of the software is	No change considered

47	Page-35 , Clause 6 ii), Hardware	The timelines for the delivery of hardware is as under: Max limit -1	Maximum penalty not to exceed 3% of the cost of the undelivered item	No change considered
48	Page-35, Clause 6 ii), Hardware	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: The order placed may be cancelled and communicated in writing to the Vendor, and irrespective of such decision for cancellation of order is taken by LIC, the maximum penalty as mentioned in the Chart of Penalties will also be recovered from the vendor. ii. Deductions of penalty will be made from any amounts payable to the Vendor.	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: The order placed may be cancelled and communicated in writing to the Vendor, and irrespective of such decision for cancellation of order is taken by LIC, the maximum penalty as mentioned in the Chart of Penalties will also be recovered from the vendor. ii. Deductions of penalty will be made from any amounts payable to the Vendor.	No change considered
49	Page-36, Clause iii), Site not ready clause	In case the site is not found ready for installation, the Vendor will	In case the site is not found ready for installation, the Vendor will contact LIC's Manager (IT)/RM (IT), if required. If it is concluded that the site is not ready due to any reason(s) attributable to LIC, then the Vendor will obtain a certificate from the user/ officer in-charge for "Site Not Ready" as generated from the LIC's Delivery & Installation Modules. This SNR certificate will be generated online at the concerned office. In this case, the delivery & installation payment (95%+5% (in case buy back is not there)) due to the selected Vendor will not be held up for want of installation certificate. However, the Vendor has to submit an undertaking that as and when the site	No change considered

50	Page-49, PMA Affidavit	That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms, based on the assessment of an authority so nominated by the Department of Electronics Information Technology, Government of India for the purpose of assessing the domestic value addition, I will be disqualified from any Government tender for a period of 36 months.	These are government guidelines.	
51	Page-51, NDA	As per RFP	Request the terms of this NDA to be mutually applicable. Request to remove indemnification obligations.	This is out of Scope of the Approved RFP
52	Page-63, Clause 3.12, 3.13 , Integrity Pact	3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act 2013. 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.	These are as per CVC guidelines.	

53	Page-63, Clause 4	The BIDDER declares that no previous transgression occurred in th	The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process. 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.	These are as per CVC guidelines.
54	Page-64, Clause 6.1.iv	To recover all sums already paid by the BUYER, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.	To recover all sums already paid by the BUYER, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.	These are as per CVC guidelines.
55	Page-64, Clause vii)	To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which any be further extended at the discretion of the BUYER.	To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which any be further extended at the discretion of the BUYER.	These are as per CVC guidelines.

56	Page-64, Clause 7, Fall clause	As per RFP	Request to delete the clause	These are as per CVC guidelines.
57	Page-8, Clause C.10	Bidder has to submit Bid processing fee of Rs.10000/- and EMD of Rs.30 lacs.	The Vendor is informing that he is registered under NSIC under single point registration scheme as per government policy and hence is exempted from submitting Tender fees and EMD.	Vendor has to submit competency certificate in tune with estimated value of the RFP, issued by NSIC. This certificate certifies ability to handle a large project.