

Ref: CO-IT/BPR/CSD/2020-2021/Response_Prebid_Queries

Date: 19.11.2020

**Re: Empanelment of firms for end-to-end management of IT related projects for Life Insurance Corporation of India
CO-IT/BPR/CSD/2020-2021/1 dated 2nd November 2020**

This is with reference to the RFP released by the Life Insurance Corporation of India on 2nd November, 2020 captioned above. The response/clarifications to pre-bid queries are given below:

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
1.	Section B:Eligibility Bid Document & Pg No:7	Eligibility Criteria Condition	The bidders should have necessary experience in executing at least 15 projects as per the projects listed in Annexure-E.	Bidders should have experience of creating and managing a project management office (PMO) at least for 3 organizations since 01.04.2015 (Government BFSI, Government sector, private sectors whose annual turnover is minimum 500 crores in any of the last three financial years).
2.	Annexure – E: Experience in implementation of technologies in line with Annexure - D & Pg No:27	Name of Technologies	Name of Technologies(Sl.No: 1-43)	Bidder should have consultancy experience in end-to-end management of projects by performing gap assessment, requirement analysis, deciding the projects required, need and adequacy of projects required to meet objectives as given, studying system, processes etc., finalizing technical specifications, calculating licenses to be required for each project, preparing bill of materials, expected budgets. Besides that, the bidders is to draft RFPs for projects to be implemented, evaluations of RFP based on eligibility, technical etc., on boarding System integrators (SI), sign-off, monitoring, tracking, performance review of projects etc. as also defining the implementation strategy through work break down structure.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
				Bidder should have expertise in at least 15 projects as required in the RFP. The projects which have already been implemented by LIC will be excluded.
3.			Will you consider other states SI's who do not have an establishment in Mumbai?	This is not an RFP for SIs The resources needs to be deployed onsite in Mumbai, for performing the activities as given in the RFP.
4.	Section-B: Eligibility Bid Document Eligibility Criteria Point No.2 Page No. 7	The bidder should have been working in providing services e.g. drafting RFP, its end-to-end processing, on-boarding vendor, project management, review of projects in India for at least 5 years as on 31.10.2020	Please note that the objective of this RFP is to empanel leading professional firms who have expertise in relevant areas. In the objective, it is mentioned that LIC intend to improve its overall cyber security posture, and scope section also include project monitoring. Considering the scope of the project Cyber security Audit /Third party Audit/ SLA monitoring engagement shall also be considered eligible. Also, please consider allowing global credentials as well. Request you to consider changing the criteria to "The bidder should have been working in providing services e.g. drafting RFP, its end-to-end processing, on-boarding vendor, project management, review of projects / Cyber Security Audit / Third Party Audit in India / Globally for at least 5 years as on 31.10.2020"	No change in the RFP conditions.
5.	Section-B: Eligibility Bid Document Eligibility Criteria Point No. 5 Page No. 7	The bidder should have executed 1 (one) order of at least Rs. 20 lakhs since 01.04.2015 covering the services like implementation of project management to assess, review, monitor, track, on-board SI for projects, end-to-end implementation of project etc.	Please consider Cyber security Audit /Third party Audit/ SLA monitoring engagement considered eligible. Also request you to allow ongoing projects for eligibility. Request you to consider changing the criteria to "The bidder should have executed/ executing 1 (one) order of at least Rs. 20 lakhs since 01.04.2015 covering the services like implementation of project management to assess, review, monitor, track, on-board SI for projects, end-to-end implementation of project/ Cyber	No change in the RFP conditions.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
		Multiple orders issued to the bidder from a single company during one financial year shall be considered to be one order for this purpose. These orders should have been executed by the bidder himself and not as a consortium. The project details submitted by bidders should be executed in India only. Outside India Projects executed by the bidder will not be taken into consideration. The revenue to the bidder in the relevant year mentioned in the RFP accrued by way of multi-year projects in India can be accepted, even if, the project has commenced prior to 2015.	Security Audit / Third Party Audit etc. Multiple orders issued to the bidder from a single company during one financial year shall be considered to be one order for this purpose. These orders should have been executed by the bidder himself and not as a consortium. The project details submitted by bidders should be executed in India only. Outside India Projects executed by the bidder will not be taken into consideration. The revenue to the bidder in the relevant year mentioned in the RFP accrued by way of multi-year projects in India can be accepted, even if, the project has commenced prior to 2015."	
6.	Section B Eligibility BID Document Point 2	The bidder should have been working in providing services e.g. drafting RFP, its end-to-end processing, on-boarding vendor, project management, review of projects in India for at least 5 years as on 31.10.2020	We request LIC to kindly relax the clause as "The bidder should have been working in providing services e.g. drafting RFP, its end-to-end processing, on-boarding vendor, project management, review of projects in India for at least 2 years as on 31.10.2020"	Please refer to Modifications.
7.	Section B - Eligibility BID	The bidders should have necessary experience in	1) We understand that this is an empanelment to select a consultant, however in Annexure E the experience	Response has been given in Sl no. 2. Please see the revised Annexure-E.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
	Document Point 6	executing at least 15 projects as per the projects listed in Annexure-E.	asked is for Implementation. Considering that the empanelment is to select a consultant hence we assume that implementation experience mentioned in Annexure E means bidder should have been engaged as a consultant for these technologies. Please confirm if our understanding is correct 2) In annexure E only the completed project has been asked, however many of the technologies asked for are next generation technologies and undergoing implementation at many clients so we request to please consider the Completed / Ongoing projects	
8.	Annexure D	Details of Purchase Order	In annexure D only the completed project has been asked, however many of the technologies asked for are next generation technologies and undergoing implementation at many clients so we request to please consider the Completed / Ongoing projects	Annexure-D is linked to Annexure-E. hence, please refer to revised Annexure-E.
9.	Annexure E	Experience in implementation of technologies inline with Annexure D	1) In RFP Annexure E, Line number 41,42, 43 are not matching with the Line number 41, 42 and 43 of Annexure E in excel sheet. Please clarify which one should be considered and please share the revise Annexure E 2) We understand that this is an empanelment to select a consultant, however in Annexure E the experience asked is for Implementation. Considering that the empanelment is to select a consultant hence we assume that implementation experience mentioned in Annexure E means bidder should have been engaged as a consultant for these technologies. Please confirm if our understanding is correct. 3) In annexure E only the completed project has been asked, however many of the technologies asked for are next generation technologies and undergoing implementation at many clients so we request to please consider the Completed / Ongoing projects	Please refer to revised Annexure-E.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
			4) In Annexure E of the RFP "Forensic Investigation" has been mentioned twice	
10.	Annexure B	Turnover of bidder in India (i.e. 2017-2018, 2018-2019, 2019-2020), Profit before tax or positive net worth and income from Information Security consulting services domain (i.e. excluding sale of all appliances like firewall, server, appliances etc.)	1) In Annexure B, Income from Information Security Consulting Services domain is asked separately, while preparing the balance sheet or P&L statement the profit or income shown is based on the total revenue of the company as a whole and not from different streams. 2) Also, it has been noticed that a single project contains multiple streams like Hardware, networking, security, other applications etc so even in a single project bifurcation of costing is not possible. 3) We request LIC to please change the Clause and also remove the column where Separate income from Information Security consultancy needs to be mentioned. 4) Also please note that there is difference in the excel sheet format provided and the format mentioned in the RFP. Please do provide the clarification which format needs to be submitted	Please refer revised Annexure-B.
11.	Section A - Invitation for Request for Proposal (Objective, Pg. No. 4)	Empanelment for bidders for assisting LIC....tenders floated, on-board system integrators (SIs), procurement, implementation and management of various projects and to ensure the effectiveness of the implemented solutions and processes for the duration of the contract	Will a formal service contract mutually agreed between the Parties be signed with the selected bidders that would govern the terms of engagement between the Parties throughout the term of the empanelment?	No, formal service contract will be signed for empanelment. Contract will be signed only at the time of award of contract in line with the terms and conditions of RFP.
12.	Section A - Invitation for Request for	The Vendor, however, should recognize the fact that they may be required	Any additional work beyond business hours would be charged additionally as per mutual agreement.	This is only an empanelment RFP.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
	Proposal (LIC's business hours, Pg. 4)	to work beyond the business hours and holidays on need basis.		
13.	Section C : Instructions to Bidders Reverse Auction (Submission of bids, Pg. 11)	The bidder shall arrange the Digital certificates (at no cost to LIC) from a Certifying Agency notified by Comptroller of Certifying Authority (CCA) as per Information Technology Act 2000 as amended from time to time.	Do let us know about the requirement for digital certificates and which documents are to be provided from the certified agency?	This will be informed to you at appropriate time.
14.	Section C : Instructions to Bidders Reverse Auction (Opening and evaluation of the Eligibility bid for 'Empanelment of firms for end-to-end management of IT related projects, Pg. 11)	This empanelment will be valid for 5 years from the date of issue of 1st PO under this and may be used for any future requirement related to procurement, end-to-end procurement, implementation and its related services.	Will a PO and scope of work document be undertaken by the selected bidder be signed between the parties each time a new procurement and end to end service scope is to be provided by a vendor for LIC over the tenure of five years of the contract?	No, formal service contract will be signed for empanelment. Contract will be signed only at the time of award of contract in line with the terms and conditions of RFP.
15.	Section C : Instructions to Bidders Non-Disclosure Agreement (NDA), Page , 12	During the discussions and interactions with the bidders and those who are subsequently empanelled under this tender, the bidders will have access to confidential information of LIC such as servers, applications, databases,	Will this NDA be succeeded by the service agreement signed between the Parties? Both parties to undertake the obligation of non-disclosure and confidentiality during the entire term of the empanelment.	Both NDA and service agreement are two different agreements. The bidders will submit NDA as per the terms and condition of RFP.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
		security infrastructure, IP addresses, router configuration, network design, and architecture etc. The bidder to maintain the confidentiality of the information.		
16.	Section C : Instructions to Bidders Non-Disclosure Agreement (NDA), Page , 12	During the discussions and interactions with the bidders and those who are subsequently empanelled under this tender, the bidders will have access to confidential information of LIC such as servers, applications, databases, security infrastructure, IP addresses, router configuration, network design, and architecture etc. The bidder to maintain the confidentiality of the information.	Can the Non-Disclosure Agreement be mutual? As during the bid process and after empanelment there will be confidential information shared by the bidder as well like financial information, commercials, process of business, business models, information related to services and other methodologies that will be shared with LIC.	No change in the RFP conditions.
17.	Section C : Instructions to Bidders Period of Validity of Empanelment, Page 12	However in exceptional conditions, LIC may, at its discretion, reduce the validity period or extend the validity up to 1 year on the same terms and conditions stated in the bid document	Any extension of the validity period beyond the period of five years is to be carried out on mutual agreement between the parties.	No change in the RFP conditions.
18.	Section C : Instructions to Bidders Limitation of	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to	Will the liability under contract be discussed with the bidder? What is meant by criminal negligence and why is willful misconduct excluded from the liability cap. The Indian law does not recognise exclusions to indirect	RFP is self-explanatory.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
	Liability	Conditions of the Contract Clause,	damages under the contract. This is to be capped to the overall limitation of liability under the contract.	
19.	Section C : Instructions to Bidders , Limitation of Liability, Pg.12	the aggregate liability of the bidder to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total value of purchase order(s) issued to the bidder.	Can the liability be modified to the below : the aggregate liability of the bidder to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total value of purchase order(s) issued to the bidder. be limited to the amount actually received by the bidder under the particular SOW/PO to which the claim(s) relate(s) during the period of six (6) months preceding the act or omission for which the bidder is liable.	No change in the RFP conditions.
20.	Section C : Instructions to Bidders , Force Majeure, Pg.12	If a Force Majeure situation arises, the vendor shall promptly notify LIC in writing of such conditions and the cause thereof within 7 calendar days of such event and prove that such a situation is beyond their control and will affect the implementation of the agreement.	Can the force majeure clause be made mutual? To include epidemics and pandemics and its consequences thereof within the preview of force majeure.	Such situations (if declared by the Govt.) have already been covered in this situation.
21.	Section C : Instructions to Bidders , Force Majeure, Pg.12	If a Force Majeure situation arises, the vendor shall promptly notify LIC in writing of such conditions and the cause thereof within 7 calendar days of such event and prove that such a situation is beyond their control and will affect	Can the timeframe for informing the other party of force majeure event be removed or made 30 days as in certain force majeure scenarios like fires, explosions, calamities it may be impossible to have a fixed time limit from the occurrence of the event to inform LIC.	No change in the RFP conditions.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
		the implementation of the agreement.		
22.	Section C : Instructions to Bidders Indemnity Pg.12	Against all actions, proceedings, claims, demands, costs and expenses which may be made against LIC by a third party arising out of sale of vendor's services to LIC.	Can the claim of indemnity to be made mutual and limited only to third party claims for infringement of intellectual property for services provided by bidder and for gross negligence and willful misconduct by bidder.	No change in the RFP conditions.
23.	Section C : Instruction to Bidders Compliance with Information Security (IS) Policy, Pg. 14	Responsibilities for data and application privacy and confidentiality;	Will the selected bidder be given access to Clients personal data?	The same will be decided afterwards.
24.	Section C : Instruction to Bidders Right to Audit , Pg. 14	It is agreed by and between the parties that the Service Provider shall get itself annually audited by external empanelled Auditors appointed by LIC/ inspecting official from the IRDAI or any regulatory authority, covering the risk parameters finalized by LIC/ such auditors in the areas of products (IT hardware/ software) and services	In consultancy services project for IT related project management for inviting tenders why is there a requirement for audits? What will be the scope of such audit be restricted to the consultancy services provided by bidder pursuant to this RFP?	No change in the RFP conditions. It is for the Government and regulatory authority to decide.
25.	Section C : Instruction to Bidders, Bid Rejection Criteria , Pg 15	Bids with material deviations or conditions unacceptable to LIC	What is considered as a material deviation? Is this a no deviation RFP? Both Parties are to sign a mutually agreed contract if selected.	This is a standard phrase used in contracts and procurements. Hence, doesn't require explanation.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
26.	Section C : Instruction to Bidders, Terminate/Exit Clause, Pg. 16	If Vendor fails to comply with the contractual obligations and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate the Contract by giving the Vendor written notice of 30 days.	If there are issues in the services and it does not meet the specifications on three or more occasions, but these issues has been resolved and rectified by the bidder, will the contract be still terminated? What is meant by other remedies in the given clause?	Such things will be decided by LIC on case-to-case basis.
27.	Section C : Instruction to Bidders, Terminate/Exit Clause, Pg. 16	If Vendor fails to comply with the contractual obligations and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate the Contract by giving the Vendor written notice of 30 days.	Will both Parties be given the right to terminate the contract between the Parties in the event of material breach of the contractual terms?	Such things will be decided by LIC on case-to-case basis.
28.	Termination and Exit Clause, Termination and reduction for convenience, Pg, 16	LIC shall not be liable to pay for an amount which would, in addition to any amounts paid or due, or becoming due, to the Vendor under the contract, exceeds the total Service Charges payable under the contract.	What is meant by amounts paid or due to the Vendor under the contract, exceeds the total Service Charges payable under the contract?	RFP clause is self explanatory.
29.	Renegotiation of Agreements Pg, 17	No re-negotiation of clauses before/during/after the contract between the parties is allowed except in	Will the selected bidder be given the right to negotiate the contract at the time of contracting? What are the instances of such special case scenarios ?	No change in RFP conditions. LIC may re-negotiate the terms of contract due to change in regulations/guidelines/advisories issued by

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
		special cases.		Govt. of India from time to time.
30.	Section-A: Background ; Page No. 4	Through the Information Security Program, LIC aims to strengthen security at all layers including End Point, Perimeter, Network, Application and Data. In addition, LIC also aims to enhance the security monitoring capabilities by implementing Next Generation Security Operations Control (SOC) to effectively identify, detect, protect, respond & recover against security threats.	Is the on boarded resource also expected to provide monitoring for Data Center and the DR Site along with devices, software, Applications, databases, operating systems?	Query is not clear.
31.	Section E-2)Deployment of Resources; Page No. 20	Deployment of Resources: b) LIC has a right to assess the skill sets of vendor resources c) They should be deployed in line with the Technical requirement	What is the minimum qualification that the resource is expected to have? Is there any specific requirement with respect to a) the certifications that the resource is expected to have b)count of resources?	Will be shared at right time.
32.	Annexure E; Page No. 27	Gap Assessment of Projects to examine their current performance with their desired, expected performance/ configuration, requirement analysis, license to be required etc.	Expectation is not clear for this point. Please elaborate	Response has been given in point no. 2. The details can not be disclosed now.
33.	Section B ; Page No. 7	Certified copy of purchase order/Work order/contract	As per industry practice, most of our clients do no issue POs and the engagement is governed by an engagement	Agreed. However, the engagement letter must have given the details of projects as

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
		form	letter (EL) signed by both parties. While we will produce PO wherever available, requesting you to consider EL as satisfactory proof	given in Annexure-E which should be linked with Annexure-D.
34.	Section B ; Page NO. 7	The bidders should have necessary experience in executing at least 15 projects as per the projects listed in Annexure-E	Requesting you to confirm if multiple POs from same client will be considered.	Multiple POs from the same client will be considered. These can be for different technologies/projects. It will be for the bidders to club them together.
35.	Section B ; Page No. 7	The bidders should have necessary experience in executing at least 15 projects as per the projects listed in Annexure-E	Requesting you to confirm if multiple activity of the same client shall be counted as separate. (For e.g. two activity from a single project will be considered as separate instance)	Multiple POs from the same client for multiple activity will be considered.
36.	Section B ; Page No. 7	The bidder should have been working in providing services e.g. drafting RFP, its end-to-end processing, on-boarding vendor, project management, review of projects in India for at least 5 years as on 31.10.2020	Requesting to confirm whether a project on which we have completed working for 5 years as on 31.10.2020 is required.	The bidder should have been working in providing services e.g. drafting RFP, its end-to-end processing, on-boarding vendor, project management, review of projects in India for at least 4 years as on 30.11.2020.
37.	All Section	Entire	Requesting you to consider EY standard terms and conditions that we follow for engagements	
38.	Excel Sheet - Bidders Eligibility Workbook Annexure - D; Page No. 27	Prioritization of Projects on the basis of its priority, cost and benefit [High/Medium/Low]	By stating "High" it shall mean we have high experience with the said technology, please confirm our understanding	Bidders experience and feedback is necessary for deciding the prioritization of Projects on the basis of its priority, cost and benefit [High/Medium/Low]. High meanse the projects to be considered for immediate procurement and implementation. Low means projects which can be done in subsequent phases.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
39.	Excel Sheet - Bidders Eligibility Workbook Annexure - D; Page No. 27	Phase of the project [I/II/III]	Request you to please provide more clarity on this criteria	The tightly integrated projects need to be created and placed in one phase which can be done in a phased manner.
40.	Excel Sheet - Bidders Eligibility Workbook Annexure - D; Page No. 27	Sr No. 7- Recommendation for OPEX/CAPEX implementation of the project	Do we need to provide the recommendation provided for the said technologies? Request you to please provide more clarity on this criteria	Bidders experience and feedback necessary to decide which projects can be done on OPEX basis or on CAPEX basis on the basis cost, benefit analysis.
41.	Annexure E - Experience in implementation of technologies inline with Annexure -D	NA	Pls confirm if this experience is about consulting or implementation. Is bidder expected to implement or provide only consultancy services (including RFP preparation) upon being selected	Consulting experience is required, not experience in implementation. Please refer revised Annexure-E. Here, bidders are also required to onboard system integrators (SI) for implementation of projects, monitor the progress of implementation, monitor and review the performance of SIs etc.
42.	Other	NA	we understand that this is an empanelment Rfp. Even if we get selected in this empanelment, we will not be barred in participating in security Implementation RFP, if not drafted by us.	Yes.
43.	Other	NA	Is the bidder expected to get in a PMO tool as part of the services or LIC has a in-house PMO tool	This is the eligibility bid to empanel bidders. It will be clear in next phase.
44.	SECTION-B: ELIGIBILITY BID DOCUMENT, Page 7	The bidder should have had a minimum average annual turnover of Rs. 2.00 Crores (Rupees Two Crores) in India in any of the three financial years immediately preceding the date of publishing of this RFP.	Given the scale and criticality of this project for LIC, we understand that LIC intends to appoint a well established and experienced firm which can be empanelment for 05 years and deliver the project with envisaged outcomes. Therefore, we suggest to modify the clause as below: The bidder should have had a minimum average annual turnover of Rs. 100.00 Crores (Rupees One Hundred Crores) in India in any of the three financial years immediately preceding the date of publishing of this RFP.	No change in the RFP conditions.
45.	SECTION-B: ELIGIBILITY BID DOCUMENT, Page	Additional Clause suggested	We request you to please add below criteria: Bidder should be a CERT-In empanelled security	No change in the RFP conditions.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
	7		auditing organization at the time of submission of the bid.	
46.	SECTION-B: ELIGIBILITY BID DOCUMENT, Page 7	Additional Clause suggested	We request you to please add below criteria to enable well experienced firms to participate: The bidder must have at least 200 full time technically qualified personnel on its company payroll in the area of Information security specifically in the areas of Security Architecture Design, Security Review and SOC Technologies.	This is the eligibility bid to empanel bidders. It will be clear in next phase.
47.	SECTION-B: ELIGIBILITY BID DOCUMENT, Page 7	The bidder should have executed 1 (one) order of at least Rs. 20 lakhs since 01.04.2015 covering the services like implementation of project management to assess, review, monitor, track, on-board SI for projects, end-to-end implementation of project etc.	We understand that Bidder is required to submit one unique work order for each financial year i.e. 2015-16, 2016-17, 2017-2018, 2018-19, 2019-2020. Please confirm	One order of at least Rs. 20 lakhs since 01.04.2015 covering the consluting of projects as given in revised Annexure-E is required.
48.	SECTION-B: ELIGIBILITY BID DOCUMENT, Page 7	The bidders should have necessary experience in executing at least 15 projects as per the projects listed in Annexure-E.	1. We understand that from the list of 43 technologies/projects given in the Annexure E, Bidder should have experience in implementing/managing atleast 15 of these given projects/technologies. Please confirm. 2. We understand that one Purchase/Work Order can be submitted to showcase our experience in multiple projects/technologies from the given list. Please confirm.	Yes.
49.	Annexure – E: Experience in implementation of technologies in line with Annexure - D, Page 27	Name of technologies	Forensic Investigation technology/project has been mentioned twice. Please rectify.	Please refer revised Annexure-E.
50.	Submission of Bids, Page 10	Bidders should submit their bid documents (in hard copy) along with their respective soft copy in CD in a sealed envelopes super-	Considering the COVID-19 pandemic, Request you to allow the submission of Eligibilty bids on Email, as primary method of bid submission.	For this, we are extending the last date of submission of bids. Hence, no change in the RFP conditions.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
		scribed as : i. Eligibility bid		
51.	Section – E : Other terms and conditions, Page 20	Responsibilities of the selected bidder after empanelment are as follows (indicative and not exhaustive): d) Procurement and implementation	We understand that implementation and procurement shall be carried out by the SI and not by the Project Management Consultant. Please confirm	Yes, implementation and procurement shall be carried out by the SI. However, their onboarding, monitoring, review of performance will be done by the project management consultant.
52.	Annexure – D: Details of Purchase orders, Page 26	Column 6 -Date of Completion of Assignment	We can submit On-going projects also to showcase the required experience. Please confirm	Yes. Please refer revised Annexure-D.
53.	Annexure – E: Experience in implementation of technologies in line with Annexure - D	Column 3 - Experience of bidder in implementation (YES/NO)	We suggest to modify the Column Heading as follows: Experience of bidder in implementation/ managing (YES/NO)	Yes. Please refer revised Annexure-E.
54.	Limitation of Liability - Page 12	There are following exceptions to the limitation of liability - *Exceptions to Direct Liability: criminal negligence, willful misconduct, infringement *Exceptions to Indirect Liability: liquidated damage	Client is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.	No change in the RFP conditions.
55.	Indemnity - Page 13	Indemnities for IPR infringement claims without exceptions	We request client to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines. 1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party. 2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:	No change in the RFP conditions.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
			a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a noninfringing equivalent; iii. Modify it to make it noninfringing. 3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.	
56.	Indemnity - Page 13	Indemnity for: 1. sale of vendor's services to LIC; 2. IPR infringement; 3. accidents or loss of life as a result of vendor's negligence.	The indemnification clause is too vague and obligations are widely worded. Engagement Team to explain to the Client that save for a balanced third party IPR infringement indemnity and a balanced reciprocal indemnity for death/bodily injury, PwC is unable to provide other multiple indemnities in the manner as proposed in the Contract. We believe that either side will have full and adequate contractual/ legal recourse to address the other situations, thereby avoiding the need for the other multiple indemnities that have been currently sought in the Contract. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement. Also, since "negligence" is capable of subjective determination. Hence we request you to replace the word "negligence" with "fraud" and "dishonesty" which have a crystallised understanding.	No change in the RFP conditions.
57.	Additional Clarification	Indemnities not subject to final determination by court/arbitrator	We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines.	Agreed.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
58.	Additional Clause Suggested	Additional clause suggested for process for indemnity	The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party	Agreed.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
			pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).	
59.	Additional Clause Suggested	Additional Clause Suggested for protection to our pre-existing IPRs	There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines. Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.	Agreed.
60.	Audit - Page 14	Widely worded audit rights	We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause	Agreed.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
			us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.	
61.	Survival obligations - Page 16	Obligations to survive for more than a year post expiry or termination of contract	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	Agreed.
62.	Additonal Clarification	Restriction on the usage of deliverable. No third party disclaimers.	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	Agreed.
63.	Additonal Clarification	Acceptance Critieria to be defined	If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.	Agreed. Within 10 working days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.
64.	Assignment - Page 15	Terms of assignment	We request the client to make the assignment provisions of this clause mutually applicable.	No Change in RFP conditions.
65.	Additional Clause Suggested	Restriction due to COVID 19.	Considering COVID-19 Pandemic, we request client to add provisions of working from home/remotely, in case there are any circumstances that reasonably restrict or affect the ability to travel. Suggested clause: "If there are any circumstances that reasonably restrict or	No Change in RFP conditions.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
			affect the ability of Bidder's personnel to travel or to be physical present at any specific office/location, then without prejudice to your obligations (including your payment obligations), you shall allow such personnel to work from home or other remote location till the time such circumstances exist"	
66.	Annexure-C: Declaration regarding Non-Blacklisting / Debarring, Page 25	Also, there has been no occasion of disassociation with any of our customers in India on account of delayed/defaulted deliveries or services during the last one year.	We request the client to remove this declaration from the Format for providing Declaration regarding Blacklisting since it appears to be out of context. Alternatively, the client is requested to clarify the term "disassociation" since it is a vague term which has not been defined under the RFP.	Please refer to Annexure-C.
67.	Price Variation Factor and H1 Elimination, Page 11 and 12	When the number of Technically Qualified Bidders are more than Five, the technically qualified H1 bidder [Bidder with the Highest Quoted Total Bid Price at Net Present Value (NPV)] will be disqualified and eliminated from participating in Online Reverse Auction, if his bid NPV as per the submitted paper commercial bid is higher by more than 40% as compared to the average of quoted prices of all technically qualified bidders for all items in aggregate.	Will elimination of H1 bidder (in case of more than 5 technically qualified bidders) from participating in the online reverse auction be for all future bids, i.e. in another words, will this mean disqualification of the H1 bidder's empanelment?	The clause will be applicable for commercial bids only and H1 elimination will be considered for each commercial bid separately, unless the clause is removed for any specific commercial bid.
68.	Section-D: Current Environment	LIC is currently having the following structure and geographical spread: -Corporate Office (also called as Central Office) : Mumbai -Zonal Offices: 8 (Bhopal, Kolkata, Chennai, Hyderabad, Kanpur, Delhi,	Please provide the geographical scope for the Project Management Consultant's scope of work.	Will be clear in Technical bid. The project management consultant will operate from Mumbai under normal conditions.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
		Mumbai, Patna) -Zonal training Centers: 8 (Bhopal, Kolkata, Chennai, Hyderabad, Agra, Delhi, Pune and Jamshedpur) -Management Development Centre: 1 (Mumbai) -Divisional Offices: 113 -Pension & Group Superannuation Units: 74 -BOs/SOs etc.: 3500 (approx.)		
69.	Survival Page 16	The following clauses survive the termination and expiry of the contract: i. Intellectual Property Rights; ii. Indemnity; iii. Confidentiality and privacy; iv. Protection of personal information; v. Security; vi. Knowledge transfer; vii. Warranty;	Please provide the tenure of survival of these policies?	Response has already been given.
70.	Section B- Eligibility Bid Document Page 8 of 35 Point no.3	The bidder should have had a minimum average annual turnover of Rs. 2.00 Crores (Rupees Two Crores) in India in any of the three financial years immediately preceding the date of publishing of this RFP.	Looking at the nature of the engagement it is advised that the value of turnover should be increased in the range of 100-500 crores.	No Change in RFP conditions.
71.	Section B- Eligibility Bid Document	Suggestion	"The bidder should be empanelled by CERT-In as Information Security Audit Organization" may be added as an eligibility criteria.	No Change in RFP conditions.
72.	Annexure – E: Experience in	Experience of bidder in implementation (YES/NO)	Kindly clarify if a post implementation review of implemented solutions would also be considered as	Please refer revised Annexure-E.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
	implementation of technologies in line with Annexure - D Page 28 of 35		compliance with this clause.	
73.	Annexure – E: Experience in implementation of technologies in line with Annexure - D Page 28 of 35 2nd header	Name of Technologies	The name of technologies (Annexure -E) mentioned in the word document are not similar to the ones mentioned in the excel sheet. E.g. 42 point in the Excel Sheet mentions Security Incident and Event Management however in the word format it mentions End-to-end management of RFP for on-boarding vendors. Kindly confirm which list is to be referred.	Please refer revised Annexure-E.
74.	Annexure – E: Experience in implementation of technologies in line with Annexure - D page 29 of 35 Point no 28	BCMS for LIC IT systems	Kindly confirm if the same should be referred only for LIC systems or implementation for any other organization can also be considered for the clause.	Query is not clear.
75.	Activity Schedule Page 3 of 35 Point no.9	Last date & time for submission of bids	Request to kindly extend the submission of the bid by 6-10 working day owing to the festivities. As the proposal requires considerable critical reviews and necessary authorities may be on annual leave owing to the festive season.	Please refer to modifications to the RFP.
76.	Overview of RFP page 5 of 35	Project Management Consultant	We understand that the RFP is only for project management consulting. The selected bidder would not be responsible for providing the necessary hardware and software, implementing the solution or providing technical support of any kind.	Yes. Response has been given above.
77.	Password Protection pge 11 of 35	Technical and commercial bids are to be submitted in the same spreadsheet	We understand that we are not required to submit any commercial bids under this RFP. Please confirm.	Yes.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
		format as per the RFP		
78.	Annexure – E: Experience in implementation of technologies in line with Annexure - D page 29 of 35	SDLC Framework implementation	We understand that this refers to preparation or review of the SDLC Policy/Framework. Please confirm	Yes.
79.	Annexure – E: Experience in implementation of technologies in line with Annexure - D Page 29 of 35	Secure media disposal	We understand that this refers to preparation or review of the media handling guidelines. Please confirm	Cosultancy about implementation of secure media disposal is required.
80.	Annexure – E: Experience in implementation of technologies in line with Annexure - D Page 29 of 35	Data classification	We understand that this refers to the review of data classification guidelines or DLP Review. Please confirm	Cosultancy about implementation of this activity is required.
81.	Annexure – E: Experience in implementation of technologies in line with Annexure - D Page 29 of 35	Data Governance	We understand that this refers to the review of data classification guidelines or DLP Review. Please confirm	Cosultancy about implementation of this activity is required.
82.	Annexure – E: Experience in implementation of technologies in line with Annexure - D pge 30	Domain-based Message Authentication	Kindly elaborate the requirement. We understand that this refers to Active Directory and PIM Solution.	Cosultancy about implementation of this activity like DMARC is required.
83.	Annexure – E: Experience in implementation of	Application programming interface services and implementation	We understand that this refers to the review of API from security perspective. Kindly confirm.	Cosultancy about implementation of this activity is required.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
	technologies in line with Annexure - D Page 30			
84.	Right to Audit page 14	Right to Audit	We understand the below Any audit shall be subject to the following: (i) the audit shall be restricted to the engagement and shall be conducted with prior reasonable notice (ii) Employer or its authorized representatives shall execute a Non-Disclosure Agreement before such audit which shall govern the conduct of audit and any results thereof; (iii) the auditors or the representatives of Employer for the audit shall not be bidder's competitors; (iv) the audit shall not be conducted more than once in a calendar year and twice in entirety; and (v) any findings during the audit, shall be shared with Employer and be discussed and agreed mutually with Employer and bidder for its closure. Kindly Confirm the same.	No Change in RFP conditions.
85.	Annexure – F: Non-Disclosure Agreement Pge 30	Non-Disclosure Agreement	As part of the NDA we request you to kindly add the below point: "We shall be allowed to retain sufficient documentation as part of our professional records to support and evidence the work performed by it. Such retention shall be subject to obligations of confidentiality mentioned herein."	Agreed.
86.	The bidder should be a registered entity in India. Page 8	Certificate of Incorporation, GST Registration Certificate and PAN	KPMG(Registered) has undergone a name change recently and is now referred as KPMG Assurance and Consulting Services LLP. We shall submit the certificate of registration on conversion provided by Registrar of Companies Central Registration Centre to support the clause in addition to certification of incorporation.	Agreed.
87.	Overview of RFP, Pg 5	Perform Gap Assessment of existing security solutions and controls implemented;	When does the bidder have to conduct Gap assessment? What is the frequency of this assessment	This will be explained in technical bid document.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
88.	Overview of RFP, Pg 5		Can the project management consultant and SI be the same organization?	NO.
89.		Price Variation Factor and H1 Elimination		Response has already been given.
90.	Period of Validity of Empanelment Page 12	In exceptional conditions, LIC may, at its discretion, reduce the validity period or extend the validity up to 1 year on the same terms and conditions stated in the bid document	What are the exceptional situation in which the Validity be revised.	No Change in RFP conditions.
91.	Limitation of Liability Page 12	Unlimited liability for criminal negligence or willful misconduct, and in case of infringement. Further no liability limit applicable on liquidated damages	1. Can we replace this clause and make it more mutually applicable and fair for both parties? 2. Will the limit of liability be applicable for indemnity as well?	This will be explained in technical bid document.
92.	Force Majeure Page 12	If a Force Majeure situation arises, the vendor shall promptly notify LIC in writing of such conditions and the cause thereof within 7 calendar days of such event and prove that such a situation is beyond their control and will affect the implementation of the agreement.	Can the days for notification of the cause be increased? It will be very difficult to assess the and reason within 7 days.	No Change in RFP conditions.
93.	Settlement of Disputes/Arbitration Page 13	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	Can this be subject to the Requirement of either party and nature of the dispute? Can the limits of liability be extended for indemnification as well?	No Change in RFP conditions.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
		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.		
94.	Indemnification Page 13	No indemnification responsibility from LIC to Tata Comm. Tata Comm.'s responsibility - Unlimited liability for indemnification for IPR infringement; - Indemnity for Against all actions, proceedings, claims, demands, costs and expenses which may be made against LIC by a third party arising out of sale of vendor's services to LIC	Can we replace this clause and make it more mutually applicable and fair for both parties?	No Change in RFP conditions.
95.		If the vendor fails to indemnify LIC against above events and if LIC is required to pay compensation to a third party resulting from such events, the vendor shall be responsible for the compensation including all other expenses (court costs, lawyer fees etc.).		No Change in RFP conditions.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
96.	Fraud and Corrupt Practices page 13	Fraud and Corrupt Practices		No Change in RFP conditions.
97.	Compliance with Information Security (IS) Policy (Page 14)	Compliance with Information Security (IS) Policy		No Change in RFP conditions.
98.	Right to Audit (Page 14)	Right to Audit		No Change in RFP conditions.
99.	Rights reserved by LIC (Page 15)	LIC may cancel the RFP process at any time prior to contract award, without thereby incurring any liability to the affected Bidder(s).		No Change in RFP conditions.
100.		LIC May Procure any equipment's / components / services outside this tender.	Any procurement of Services other than specified under the Tender be at additional costs	No Change in RFP conditions.
101.	(Page 15)	Bid Rejection Criteria		No Change in RFP conditions.
102.	Terms of Assignment	No assignment without consent		No Change in RFP conditions.
103.	Right to terminate	If Vendor fails to comply with the contractual obligations and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate the Contract by giving the Vendor written notice of 30 days.	Can this be revised? Can the notice period be at least 60 days and the failure to performance have to be consecutively continue for ____ days	No Change in RFP conditions.
104.		Termination and reduction for convenience; Termination by LIC for		No Change in RFP conditions.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
		default		
105.		Termination rights are for LIC only and not for the Vendor.	The clause should be made mutually applicable	No Change in RFP conditions.
106.	Section – E : Other terms and conditions	Section – E : Other terms and conditions		Query is not clear.
107.	Annexure – A: Submission of BID	Annexure – A: Submission of BID		Query is not clear.
108.		NDA- Document is unilaterally applicable and one sided.	Can the same be made mutually applicable?	No Change in RFP conditions.
109.		1 It is understood that the Respondent will inform their respective Representatives of the confidential nature of the Confidential Information and will require its Representatives to be bound by this Agreement and not to disclose the Confidential Information to any other person.	Can Tata Comm.'s representatives agree to a "similar agreement having terms similar to NDA with LIC. Extending the NDA to all Tata Comm. representatives will be an impossible task.	No Change in RFP conditions.
110.		LIC is disclaiming any IPR infringement in the documents shared with Tata Comm.	Considering such disclaimer, Tata Comm. should not be made liable in case of any 3rd party claims and Tata Comm. should receive appropriate indemnification. Any reliance on such documentation by Tata Comm. should be the responsibility of LIC as the same is provided to Tata Comm. by LIC.	No Change in RFP conditions.
111.		The Respondent herein agrees and undertakes to indemnify and hold LIC harmless from any loss, damage, claims, liabilities,	Can this be deleted?	No Change in RFP conditions.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
		charges, costs, or expense (including 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 honors, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement.		
112.		Integrity Pact	The clauses are applicable only on Tata Comm. Suggest the same to be mutually applicable.	There will be no change in the terms and conditions of integrity pact.
113.	Integrity Pact 3.5	1. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been		There will be no change in the terms and conditions of integrity pact.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
		paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.		
114.	Integrity Pact 4	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.		There will be no change in the terms and conditions of integrity pact.
115.	Integrity Pact 6	Monitoring of the Integrity Pact to be done by representatives appointed by Customer. of	Can Bidder also appoint a neutral monitoring authority?	There will be no change in the terms and conditions of integrity pact.
116.	Integrity Pact 7	In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER.	In case of the same, Books and records shared shall be pertaining to the transaction related to LIC only.	There will be no change in the terms and conditions of integrity pact.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
117.	Integrity Pact 8	The place of performance and jurisdiction is the seat of the BUYER.	This should be as mutually agreed by the Parties	There will be no change in the terms and conditions of integrity pact.
118.	General	Consortium	We understand consortium is not allowed, but if we partner with the vendor and provider single SLA is that allowed	No Change in RFP conditions.
119.	Section – E : Other terms and conditions Page 20	On-boarding of SI	The Bidder and SI can be two different parties or have to be a same entity	Please refer to our response given in sl no (2).
120.	General	Timeline	Does LIC have a specific timeline expected under each deliverable of the RFP as mentioned in page 5. We would also like more information of the various phase/vision planned by LIC to implement the security controls	No Change in RFP conditions.
121.	Annexure E	Column G - Phase of the project [I/II/III]	Does LIC have Phases Predefined or it will decided post the empanelment	No Change in RFP conditions.
122.	General	Annexure E	If the bidder hasn't deployed a technology across to a customer, but has the technology deployed internal to his organization. Will that count as a valid reference ? Also, will internal Implementation experience hold true while we will up this worksheet or only end customer implementation be considered by LIC for a valid reference	This is a RFP floated to empanel consultants for implementation of project management office for end-to-end management of projects as given in Annexure-E. Please refer revised Annexure-E.
123.	SECTION-B: ELIGIBILITY BID DOCUMENT, Pg No. 7	The bidder should have been working in providing services e.g. drafting RFP, its end-to-end processing, on-boarding vendor, project management, review of projects in India for at least 5 years as on 31.10.2020	This point indicates the requirement of a project management consultant Only. Kindly clarify what will be eligibility criteria/Scope for SI/CSP/MSSP.	Yes, the point indicates the requirement of a project management consultant Only.
124.	Indemnifying LIC, Pg No. 13	Against all actions, proceedings, claims,	This point is contradiction with the Limitation of liability clause as the third party claims would be indirect claims.	No Change in RFP conditions.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
		demands, costs and expenses which may be made against LIC by a third party arising out of sale of vendor's services to LIC.		
125.	Termination/exit clause, Pg No. 16	Termination for convenience, LIC may, at any time, by a prior written notice of 30 days, terminate the contract or reduce the scope of the Services	Request LIC to remove this clause	No Change in RFP conditions.
126.	SECTION-B, Eligibility Criteria:Point 5, Page no. 7	The bidder should have executed 1 (one) order of at least Rs. 20 lakhs since 01.04.2015 covering the services like implementation of project management to assess, review, monitor, track, on-board SI for projects, end-to-end implementation of project etc. Multiple orders issued to the bidder from a single company during one financial year shall be considered to be one order for this purpose. These orders should have been executed by the bidder himself and not as a consortium.	Is Annexure E linked linked to Section B and should the order value for each item in Annexure E should be of Rs.20lakhs each.	One purchase order showing consultancy seervices provided to meet the objective of the RFP. However, evidences required regarding consultancy has been provided for at least 15 projects as given in revised Annexure-E, where purchase orders, contracts are also required to be provided.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
		The project details submitted by bidders should be executed in India only. Outside India Projects executed by the bidder will not be taken into consideration. The revenue to the bidder in the relevant year mentioned in the RFP accrued by way of multi-year projects in India can be accepted, even if, the project has commenced prior to 2015.		
127.	SECTION-B, Eligibility Criteria:Point 6, Page no. 7	The bidders should have necessary experience in executing at least 15 projects as per the projects listed in Annexure-E.	Is there any scoring creteria, how many PO against each project to be submitted against each category in Annexure E	Yes, evidence is required regarding the conduct of consulting activities for these 15 projects.
128.	Annexure – E: Experience in implementation of technologies in line , Scope Table , Name of technologies, Point 1., Page no.27	Gap Assessment of Projects to examine their current performance with their desired, expected performance/ configuration, requirement analysis, license to be required etc.	We did not understand this point , please explain	Consultants are required to conduct gap assessment of projects required to be implemented by LIC to ascertain which projects are required to meet the objective of RFP. Please refer to response given in Sl no. 2.
129.	Under the section “ Indemnifying LIC”,Page no 13		we request you to include “ indemnity amount shall be equal or two times the value of the contract”	No Change in RFP conditions.
130.	Bid Submission		As its Diwali time and many people have put their leaves for the festival, kindly extend the submission by 1 week i.e by 1st December 2020.	Please refer to modifications to the RFP.
131.	Page 16 Survival	Survival The following	We request you to keep the duration of 3 years as	Already responded above.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
		clauses survive the termination and expiry of the contract: i. Intellectual Property Rights; ii. Indemnity; iii. Confidentiality and privacy; iv. Protection of personal information; v. Security; vi. Knowledge transfer; vii. Warranty; R	technology changes, even vulnerabilities and threats change and old findings don't stand valid. Need to be limited according to the provisions for Indian Limitation Act.	
132.	NDA - Page 32, Para 5	The Respondent herein agrees and undertakes to indemnify and hold LIC harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including 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 honors, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement. In the event that the Respondent shall be liable to LIC in connection with this Agreement, the Respondent's liability shall be limited to the value of	We request yo to keep everything to two times the contract value.	No Change in RFP conditions.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
		the Contract.		
133.	SECTION-C Page no- 11	Price Variation Factor and H1 Elimination	May be request you to clarify what is the maximum number of technically qualified bidders shall be allowed for Online reverse Auction.	Already responded above.
134.	SECTION-C Page no- 12	Non-Disclosure Agreement (NDA)	May we request you add the following clause "Purchaser and the bidder each agree to keep confidential the other's information which is either designated in writing as "confidential" or is by its nature manifestly confidential ("confidential information") and not use it for any purpose other than as necessary for availing or provision of the Services. The bidder may disclose the confidential information: (a) to any Bidder's Entity or Subcontractors and to contractors providing administrative and infrastructure/support services, that have agreed to be bound by confidentiality obligations similar to those in this clause; (b) to bidders' auditors, insurers or in accordance with applicable professional standards, or in connection with potential litigation. In the performance of the Services, Bidder may communicate or discuss the matters relevant to the Services with the purchaser's advisors and may do so free from any obligation of confidentiality."	No Change in RFP conditions.
135.	SECTION-C Page no- 13	Indemnifying LIC	We believe Indemnification should be mutual between both the parties. Hence we request you to add the following clause "Indemnification The Purchaser shall indemnify and hold harmless the bidder for all Losses arising in connection with any third party Claim in relation to or pursuant to the Contract or the Services, except to the extent finally judicially determined to have resulted primarily from the fraud of such bidder".	No Change in RFP conditions.
136.	SECTION-C Page no- 15	Termination/exit clause	Termination should be mutual understanding between both the parties. Hence we request you to add the clause "Termination of the contract The Contract comes into effect upon the earlier of commencement of Services or the work order being signed by both parties.	No Change in RFP conditions.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
			Unless terminated sooner in accordance with its terms, the Contract will continue to be in force: (i) if the WO (Work Order) mentions a validity period, during such validity period; or (ii) if the WO does not mention a validity period, until the Services have been performed. Either of the party may terminate this Contract without cause by giving the other party a prior written notice of at least 1 (one) month. If either of the party are in breach of the Contract and do not remedy the breach within 1 (one) month of receiving the other party's written notice specifying the breach, then the other party may terminate the Contract by giving the party in breach a written notice of 30 days. In addition, the bidder may terminate the Contract by a written notice to the purchaser if it determine that a law, regulation or anything having a similar import, or a circumstance (including cases where your ownership or constitution has changed), makes it's performance of the Contract impermissible or in conflict with independence or professional rules applicable to the bidder. Upon termination, the purchaser agrees to pay for all Services performed up to the effective date of termination."	
137.	Activity Schedule Page no- 3	Last date & time for submission of bids	Preparing proposal and getting necessary internal approval takes time. Hence we request you to provide atleast two weeks time after the release of latest corrigendum or Pre-bid responses which ever is later.	Please refer to modifications to the RFP.
138.	Annexure E Page no- 27	Annexure – E: Experience in implementation of technologies in line with Annexure - D	May we request you to clarify the evaluation process for the firm having maximum number of experiences.	No Change in RFP conditions.
139.			Is there any min. project revenue for 15 tech. project expected as part of qualification criteria?	No Change in RFP conditions.

Sl. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points for Clarification	Response/Clarifications from LIC
140.			If multiple projects involves only few of the technologies from the given list, is it acceptable?	No Change in RFP conditions.
141.			if participating in this by forming a consortium is allowed or not?	Not allowed.

Executive Director (IT/BPR)