

SI no	RFP Document Reference(S) (Section & Page Number)	Clause (in brief) of RFP requiring clarification(S)	Brief details/Query in reference to the clause	CLARIFICATION FROM LIC
1	Page No.8, 10 - 5	Bid Submission Date & Time -Tuesday,19/05/2020 , latest by 3:30 p.m.	Need Extension in the Bid Submission date due to Lockdown due to Corona Virus and this RFP needs lots of Documentation, Legal formalities & EMD amount is also very high of 25 lacs.	NO CHANGE
2	Page No.8, 10 - 7	Pre Bid meeting (by preregistration only) - 08/05/2020 from 03.00 p.m. to 04.00 p.m.	Need Extension in the Bid Submission date due to Lockdown due to Corona Virus	NO CHANGE
3	Page No.8, 10 - 9	Commercial Bid	ORA Not to be conducted	AMENDED- REFER CORRIGENDUM-I
4	Page No.11, 13 -J	Bid Currencies - The Bidder will have to submit the AMC quote in percentage of the Basic Hardware cost. The base line for the quote is 9.00%. Hence the bidder will have to submit the quote below 9.00% in the Commercial Annexure reducing in multiples of 0.5%.	is 9% will be acceptable.	NO CHANGE
5	Page No.13, 22. e) i	The L1 rate will be discovered and declared as approved L1 rate, based on the outcome of Online Reverse Auction (ORA).	ORA Not to be conducted	AMENDED- REFER CORRIGENDUM-I
6	Page No.15, 22. e) ii	The Bidder should have minimum 250 engineers on Roll if no service partner is appointed. If Service Partner is appointed then the total no of Engineers of the Service Partner should be 100 then the total no of Engineers of the Bidder as well as Service Partner should be 250.	Need clarity, if Service partner they should have 100 engineer, but total 200 between Bidder & Service partner. Is it Ok if Service Partner alone will have 200.	THE TERMS AND CONDITIONS ARE CLEAR WITH RESPECT TO THE SERVICE PARTNER.
7	Page No.18, 6.	Maintenance and Servicing - During Servicing, whenever required, the Vendor has to install original OEM manufactured Spare Parts of same or higher configuration (subject to compatibility) as per the Annexure-D	Spare has to be OEM FG Brand and not FRU Brand as per Annexure-D	ANNEXURE -D is a sample document.However the emphasis is to provide Original spares and not refurbished
8	Page-18, 6 b	During Servicing, whenever required, the Vendor has to install original OEM manufactured Spare Parts of same or higher configuration (subject to compatibility).	Pls. confirm if any B2B arrangements needs to be shared. Also pl. confirm if the EOL of the products from OEM.	THE CLAUSE IS TO MAKE BACK TO BACK ARRANGEMENT BY THE SELECTED AMC VENDOR WITH THE RESPECTIVE OEM OF THE ASSETS TO BE SERVICED.
9	Page-19, 6 d	Penalty of 0.5% of the cost of the hardware item will be charged every quarter per device, if the Preventive Maintenance is not done. Penalty for PM not done will not be charged for the quarter in which the machine has been delivered/ installed. The penalty will be recovered from any amount due to the Vendor including any subsequent AMC payment. However, if the failure to carry out the PM was because LIC could not make the systems available, this penalty will be waived. A certificate to this effect should be obtained from the LIC's authorized Officials.	PM penalty is 0.5% of the hardware cost. Need to seek clarity on 1. Hardware cost of hardware / AMC cost. If HW cost then how we will get cost of HW. 2.It should be hardware Quaterly AMC cost of prorata of particular hardware AMC cost.	NO CHANGE

10	Page 19 - 6.F	If the damage to the hardware is due to the power fluctuations or physical damage due to mishandling by LIC personnel or the damage by external factors, LIC would bear the cost of the parts damaged but the onus of proving this will be on the Vendor. However, the Vendor will be required to provide immediate system/solution as standby with same configuration or higher and with all services restored as if it is a normal breakdown within 24 hours.	Solution will be taking time and hence there should be no Penalty if solution provided within 7 Days.	NO CHANGE
11	Page 18 - 6. g	In case of Partial/Full damage or loss of the equipment due to reasons beyond the control of LIC, like Theft, Fire, floods, nature's fury or Act of god etc., then the Vendor should supply working standby equipment with same configuration or higher with all services restored, as if it is a normal breakdown.		NO CHANGE
12	Page 19 - 6. h	In both the cases mentioned above, fresh order will be placed by LIC 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 AMC Vendor for the equipment supplied as standby. If the AMC Vendor does not provide standby equipment, the penalties as per Chart of Penalties will be imposed.	Though LIC will pay rent @ 5%, but need time frame. If time frame exceeds then rent will be @ 10%. If same or higher then consumer will be at LIC cost even we provides different model. For such cases requesting not to impose any penalty and also standby period should be defined like 60 days etc. Rent should be 10% for first 30 days and then request for 15% for another 30 days.	NO CHANGE
13	Page-19 6 k	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. The Packaging of the Hardware and the transportation along with the transit Insurance will be done by the respective Divisional Office/ Zonal Office /Central Office and the cost of the same will be borne by LIC.	If branch is at very remote location then travelling expenses should be provided.	NO CHANGE
14	Page -21 , 11 - E . a	Service Level Agreement (SLA) - Class A	Resolution Time - Next to Next Business Day	NO CHANGE
15	Page -21 , 11 - E . a	Service Level Agreement (SLA) - Class B	Resolution Time - Next to Next Business Day + 1 Day	NO CHANGE
16	Page -21 , 11 - E . a	Service Level Agreement (SLA) - Class C	Resolution Time - Next to Next Business Day + 3 Day	NO CHANGE
17	Page -22 Table B	Chart of Penalties	1. Again required clarification as penalty % will be on hardware cost or hardware AMC cost. 2. Counter will stop if we provide standby and will be applicable only after SLA period. 3. Beyond 15 days penalty is too high. 4. For AIO and Hybrid laptops SLA is 4/24 hours where as at many location transit time is more then 4 hours. It is also to be in time with Class A,B,C.	NO CHANGE

18	Page -22 para F	f) For any breakdown of Laptop Model LP-1A-2 the same should be attended within 24 hours from the call booking in LIC's HCT Module and if the complaint is not resolved satisfactorily within the resolution time a standby laptop has to be provided immediately by the Vendor. However if the laptop is deemed as irreparable then it should be replaced with a new laptop of equivalent or higher configuration to the user official within a period of 15 working days, penalty will be charged separately for standby not provided and for replacement not done within 15 working days, as per the Chart of Penalties (a) above.	Replacement will be of working one not new one.	AMENDED- REFER CORRIGENDUM-I
19	Page -27	Project Manager	Need clarity as 1. Do we need to project separate ? 2. Where he will be based at. Same apply to NPM also.	NPM AND PROJECT MANAGER IS THE SAME.
20	Page -29	Introductory Meeting & structured Meetings	Project Manager apart from NPM, Zonal SPOC & DO SPOC for the meeting.	NPM AND PROJECT MANAGER IS THE SAME.
21		Items to be covered	Fuser Assy, Batteries and Sprockets should be out of AMC preview as these are cosmetic or consumer parts.	NO CHANGE
22		Toner cartridges for laser printers. Toners with drum integrated as a single unit, is also excluded from AMC. Where ever toner & drum are separate, then drum is included in the AMC)	Toner drum being consumer and wear and tear part should not be part of AMC.	NO CHANGE
23	Page No. 9 Section 12 Earnest Money Deposit	As per Table A Emd is to be paid in a) by way of DD 10 Lacs b) by way of Bank Guarantee Rs 25 Lacs	we request you to Kindly consider the Bank Gurantee for the complete amount of 35 Lacs	NO CHANGE
24	Pg.16, point no. 8	The bidder should have been making Net Profit during any two of the last five financial years 2018-2019,2017-2018,2016-2017,2015-2016 and 2014-2015 from computer hardware supply and servicing business in India	The bidder should have positive EBITDA during any two of the last five financial years 2018-2019,2017-2018,2016-2017,2015-2016 and 2014-2015 from computer hardware supply and servicing business in India	NO CHANGE
25	Pg. 16 , point no.9	The Bidder should have earned minimum AMC revenue of 2 Crores from Servicing Business (AMC revenue from LIC can be included) in any three of the last five financial years	Minimum Services revenue (AMC, FMS, Managed Services) should be increased to 50 crore.	NO CHANGE
26	Page No.17 Point No. 2 Performance Bank Gurantee	A PBG (As per Annexure-V) to the tune of 15% of the AMC value of 2020-2021 shall be submitted by the selected bidders	A PBG (As per Annexure-V) to the tune of 10% of the AMC value of 2020-2021 shall be submitted by the selected bidders	AMENDED- REFER CORRIGENDUM-I
27	Page No.17 Point No. 2 Performance Bank Gurantee	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. 25,000/-.	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 max penalty of Rs.5,000/-	NO CHANGE
28	Page no.18, Point no.5	Terms & Conditions for Servicing of Hardware The selected Vendor will sign an AMC agreement (Annual Maintenance Contract). The terms and conditions, SLAs for servicing of the Hardware are defined in the AMC document	Format of AMC Agreement not provided in the RFP. Please provide the format of the AMC Agreement for our review.	PROVIDED AS SAMPLE AMC DOCUMENT

29	Cl. 6(d); pg. 19	Penalty	Maximum Penalty under all clauses to be capped at 5% of the AMC Value. Wherever penalty refers to x% of hardware cost pls replace it with x% of AMC value of the hardware.	NO CHANGE
30	Cl. 6(e); pg. 19	AMC should not become void if LIC buys any other supplemental hardware from a third party and installs it within these machines in the presence of the representative/ engineer of the AMC Vendor.	Request you to remove this point from RFP.	NO CHANGE
31	Cl. 6(h); pg. 19	In both the cases mentioned above, fresh order will be placed by LIC 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 AMC Vendor for the equipment supplied as standby. If the AMC Vendor does not provide standby equipment upto 5 days, the penalties as per Chart of Penalties will be imposed from the 6th day onwards as per the chart of penalties.	In this Scenario user has to intimate proactively to AMC vendor and additional 2 day's to be given apart from standard period to provide standby machine for that user. Maximum penalty capping upto 5% of the AMC value of the hardware item.	NO CHANGE
32	Page No.19 Point No. k	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. The Packaging of the Hardware and the transportation along with the transit Insurance will be done by the respective Divisional Office/ Zonal Office /Central Office and the cost of the same will be borne by LIC.	LIC IT Team should inform the vendor about this movement and the moved hardware will accordingly mapped to that location for AMC, however vendor will not bear any logistic and Insurance charges for this movement and the movement should be within India	LOGISTICS WILL BE BORNE BY LIC. THE CLAUSE IS VERY CLEAR.
33	Pg.19 Clause 6(d)	Penalty of 0.5% of the cost of the hardware item will be charged every quarter per device, if the Preventive Maintenance is not done.	Penalty of 0.5% of the AMC Value of the hardware item will be charged every quarter per device, if the Preventive Maintenance is not done.	NO CHANGE
34	page. 19 Clause. 6(n)(vi);	The Vendor will abide by the job safety measures prevalent in India and will free LIC from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated;	Clause to be modified as under: The Vendor will abide by the job safety measures prevalent in India and will free LIC from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's gross negligence. The Vendor will pay actual, proven and direct indemnities arising from such incidents and will not hold LIC responsible or obligated;	NO CHANGE
35	Page No. 21 Clause No. E SLA Table	Class A : Resolution Next Business Day All Zonal Offices All Divisional Offices All BOs /SOs /other units (offices) at Divisional HQ and BOs /SOs /other units (offices) having <= 4 hours travelling time from DO premises by bus/ train	we request the SLA for resolution for all End User Device should be within 2 Business Days	NO CHANGE

36	Page No. 21 Clause No. E SLA Table	All BOs/ SOs / other units (offices) other than Class A & Class C Next to Next Business Day	we request SLA for resolution for all End User Devices should be within 3 Business Days	NO CHANGE
37	Page No. 21 Clause No. E SLA Table	All BOs (other than those covered in Class A & Class B) situated in hilly regions of NE states, J&K Uttaranchal & HP, Andaman & Nicobar and where Special Area Allowance is payable by LIC. Manager (IT) may however include other branches in the concerned States in this category if deemed necessary. Next to Next Business Day + 2 working hours	we request SLA for resolution for all End User Devices should be within 4 Business Days	NO CHANGE
38	Cl. E; pg. 22	SLA & Penalty: Chart of Penalties: Servers and Line Printers	Per day Breakdown charges up to 4 days:0.5% of the cost of hardware per day AMC Value of the hardware Per day Breakdown charges from 5th day to 8th day : 1% of the cost of hardware AMC Value of the hardware Per day Breakdown charges from 9th day to 12th day :2% 1% of the cost of hardware AMC value of the hardware Per day Breakdown charges beyond 12 days upto 15 days :4% 1% of the cost of hardware AMC value of the hardware Penalty capping for breakdown beyond 15 days maximum: Basic cost of the hardware item Maximum upto 5% of the AMC value of the hardware	NO CHANGE
39	Page No. 22 Chart of Penalties Table B	Per Day Breakdown Charges of 1%, 2% and so on	Penalty of Breakdown should be capped to 1% per week max to 5% Capping for all Hardware	NO CHANGE
40	Page No. 23 Point No. g	When any hardware is declared as irreparable by the vendor, due to reasons other than those covered under “repairing on chargeable basis”, the vendor has to provide a permanent replacement of the hardware with a new machine of equivalent or higher configuration within 30 days of reporting the problem. Till that time a standby has to be provided by the vendor immediately. The hardware provided as permanent replacement should be of same as or higher configuration and have date of manufacture same as or later than that of the hardware which is damaged. Documentary proof or brochures related to the same giving the above details of the replaced hardware should be provided to LIC for record and decision if it is acceptable.	Please elaborate this point, will the Chargeable Machine has to be replaced by vendor or other Machines	IT IS FOR OTHER THAN MACHINES TO BE REPAIRED ON CHARGEABLE BASIS. THAT IS MACHINES WITH NORMAL WEAR AND TEAR.

41	Page No. 24 Clause No. 2 Addition And Deletion In Inventory	The AMC of the Servers at the Divisional Office locations may be discontinued after the Centralized Front End Application Project comes into force and the Servers at the Divisional Offices will not be required or merged at the Zonal Head Quarters which will depend on the policy decision taken at that time	what would be the tentative plan/date to exclude the servers at DO Locations	IT WILL BE INFORMED TO THE SELCECTED AMC VENDOR AS THE PROJECT IS HANDLED BY A DIFFERENT TEAM.
42	Cl. 5; pg. 24	Notwithstanding the above, the decision of LIC shall be final and binding on the Vendor.	Below para to be deleted from force majeure clause: Notwithstanding the above, the decision of LIC shall be final and binding on the Vendor.	
43	Cl. F; pg. 25	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 to the cost of repairing or replacing defective equipment.	Clause to be modified as under: Limitation of Liability: Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, b Both parties shall not be liable, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/Vendor to pay liquidated damages to 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 to the cost of repairing or replacing defective equipment.	NO CHANGE
44	Cl. G; pg. 25	The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	Clause to be modified as under: Except for disputes arising due to the non-payment of fees for the services rendered by the vendor under the RFP, t The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings. Likewise LIC shall not withhold any payments due to the Vendor pending the resolution of the dispute between the Parties.	NO CHANGE
45	page. 26, Clause I. L;	Consequences of Termination of Selected Bidder	At least 30 days prior written notice to be given	NO CHANGE
46	page. 27 Cl. N(f);	Rights reserved by LIC (last points)	At least 30 days prior written notice to be given	NO CHANGE
47	Pg. 28 Clause O Point 1a	If the selected bidder fails to post dedicated engineer(s) as above, within a period of 10 days from the start of the AMC, a penalty of Rs.500 per day per engineer subject to a maximum of Rs.5000 per Division will be applicable and will be recovered from any payment due to the bidder.	If the selected bidder fails to post dedicated engineer(s) as above, within a period of 10 days from the start of the AMC, a penalty of Rs.500 per day per engineer subject to a maximum of Rs.5000 per Division per year will be applicable and will be recovered from any payment due to the bidder.	NO CHANGE

48	Cl. O; last para; pg. 31	If the selected bidder fails to post dedicated engineer(s) as above from date of taking over AMC of the respective location, a penalty of Rs.500 per day per engineer subject to a maximum of Rs.10,000 per Division will be applicable and will be recovered from any payment due to the Vendor.	If the selected bidder fails to post dedicated engineer(s) as above from date of taking over AMC of the respective location, a penalty of Rs.500 per day per engineer subject to a maximum of Rs.10,000 per Division per year will be applicable and will be recovered from any payment due to the Vendor.	NO CHANGE
49	NDA; pg. 44	Non solicitation; The Respondent agree that during the existence of the term of this NDA and for a period of one year thereafter, the respondent shall not solicit directly or indirectly the employees of LIC.	Clause to be modified as under; Either Party The Respondent agree that during the existence of the term of this NDA and for a period of one year thereafter, the Other Party respondent shall not solicit directly or indirectly the employees of LIC.	NO CHANGE
50	NDA; pg. 45	Indemnity; The Respondent herein agree and undertake to indemnify and hold LIC harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys' fees), that may arise or be caused or result from or be paid/incurred/suffered or caused to be paid/incurred/ suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honour, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement	Clause to be modified as under; The Respondent herein agree and undertake to indemnify and hold LIC harmless from any actual, direct and proven loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys' fees), that may arise or be caused or result from or be paid/incurred/suffered or caused to be paid/incurred/ suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honour, observe, adhere to, abide by or comply with the terms of confidentiality obligations mentioned here in the non disclosure agreement any of the terms and conditions of this Agreement	NO CHANGE
51	Sample AMC 2020-2023 document - Pg. 6 Point 3	In case the services of any hardware engineer are not found to be satisfactory, Hardware Section of Central Office will ask for a change of the engineer concerned within one month and the vendor will have to comply failing which penalty @ Rs 5000 per day will apply from one month of the date of LIC's request.	In case the services of any hardware engineer are not found to be satisfactory, Hardware Section of Central Office will ask for a change of the engineer concerned within one month and the vendor will have to comply failing which penalty @ Rs 5000 per day , maximum upto Rs.10000 ,will apply from one month of the date of LIC's request.	NO CHANGE
52	Sample AMC 2020-2023 document - Pg. 8 Point 3	Failure to do so will attract a penalty of Rs. 2,000/- per meeting, for not attending the meeting and for each MOM not uploaded.	Failure to do so will attract a penalty of Rs. 2,000/- per meeting, maximum upto Rs.5000/- in a year for not attending the meeting and for each MOM not uploaded.	NO CHANGE
53	Commercial Annexure	Commercial Bid financial year is showing 2017-18,2018-19,2019-20 at Line Item B60 to B62	As Commercial Bid is password protected please change the subsequent years in commercial bid	CHANGE IN FINANCIAL YEARS OF IN THE COMMERCIAL ANNEXURE.
54	Additional Clause	Any Hardware those are older than 6-7 Years	Any Hardware devices those are older than 6-7 Year & whose spares are not readily available should be permitted to support on best effort basis	NO CHANGE
55	Additional Clause	Inventory List alongwith Location details to be shared	Please share the Inventory details alongwith Model No of Hardware and their Spread across the Locations	NOT APPLICABLE AS PER NDA.

56	Additional Clause	NA	<u>Termination Right to be added for the Bidder as under-</u> Bidder/Service Provider may terminate this Agreement and / or any SOW upon written notice to the Client if Client commits a default or material breach and does not remedy the default or material breach within 30 days of notice from the Bidder/Service Provider	NO CHANGE
57	Additional Clause	NA	<u>Following lockdown clause to be added as under:</u> In case for what ever reason the office/bank is locked down due to unforeseen circumstances, then the buyer would make the payment in full to the extent of hardware cost and the value of services rendered.	NO CHANGE
58	Page 9-Section 12. Earnest Money Deposit	By way of Demand Draft Rs. 10,00,000/- By way of Bank Guarantee Rs. 15,00,000/- Total EMD Amount Rs.25,00,000	We Request you to allow us to submit Bank Guarantee for entire EMD Amount of 25 Lakh.	NO CHANGE
59	Page 16 -C. Eligibility - Financial Strength of the Bidder	The bidder should have been making Net Profit during any two of the last five financial years 2018-2019,2017-2018,2016-017,2015-2016 and 2014-2015 from computer hardware supply and servicing business in India	We suggest to have a clause as "The bidder should have been making Net Profit during any FOUR of the last five financial years 2018-2019,2017-2018,2016-017,2015-2016 and 2014-2015 from computer hardware supply and servicing business in India	NO CHANGE
60	Page 21-O) Booking of Breakdown Complaints	i) LIC has its own Hardware Complaint Tracking Module (HCTM) through which mails for hardware breakdowns will be generated to the CSDC. iii) The downtime / breakdown period will be reckoned from the date and time of logging of the complaint through the Hardware Complaint Tracking Module by LIC's authorized official/ user. Complaint ID no. allotted by the module will be the reference no. for any query in this regard. Vendor has to track and monitor complaints through the Vendor Portal, developed by LIC.	LIC's HCTM module should have option to log the complaints during the office working hours only i.e. from 9 AM to 6 PM. Complaints logged after 6 PM will be automatically conveted as next day morning complaint log in HCTM module.	AMENDED- REFER CORRIGENDUM-I
61	Page 21-O) Booking of Breakdown Complaints	iii) The downtime / breakdown period will be reckoned from the date and time of logging of the complaint through the Hardware Complaint Tracking Module by LIC's authorized	For the Cases / complains (closed) are dis-agreable by User, the HCTM portal shall have provision to put User Remark for disagree. This will help to resolve the call aeap.	WILL LOOK INTO THE SAME FOR PROVIDING REASON FOR DISAGREE
62	Page 22-E. Service Level Agreement (SLA)	"Class C" Category - All BOs (other than those covered in Class A & Class B) situated in hilly regions of NE states, J&K Uttaranchal & HP, Andaman & Nicobar and where Special Area Allowance is payable by LIC. Manager (IT) may however include other branches in the concerned States in this category if deemed necessary	We suggest to add following offices in "Category-C". BO's / SO's/ other offices having more than 6 Hours travelling time from DO premises by Bus / Train.	NO CHANGE

63	Page 22-E. Service Level Agreement (SLA)	Penalty for All hardware except Servers and Line Printers	We suggest to have Penalty same for all the hardware i.e. 0.5% of the cost of the hardware per day, then 1% of the cost of the hardware per day, 2% of the cost of the hardware per day & 4% of the cost of the hardware per day as per no. of breakdown days slab mentioned in RFP)	NO CHANGE
64	Page 22-E. Service Level Agreement (SLA)	AIO: For any breakdown of AIO desktop, the same should be resolved within 4 working hours from the call booking in LIC's HCT Module and if it is not resolved within 4 hours, standby of equivalent or higher configuration should be immediately provided by way of an AIO or a high end P.C within 24 hours at the Zones. However at Central Office location standby should be by way of an AIO only within 24 hours. Further, if the breakdown complaint is not resolved within 3 working days, the AIO should be replaced within a period of two weeks from the date of complaint booking, with a new AIO Desktop. For delay in providing immediate standby and/ or delay in replacement beyond 5 days, the SLA as defined in the Chart of Penalties above, will charged separately from date of complaint, as per the Chart of Penalties (a) above.	We request you to consider equivalent & higher configuration AIO instead of new one.	AMENDED- REFER CORRIGENDUM-I
65	Page 31-Posting of dedicated Engineers	There should be at least one dedicated Engineer posted for every 250 new/ old machines supplied / serviced by the concerned vendor, subject to minimum of one engineer being resident at the DO/ZO/CO. In case the total number of machines is less than 250 in DO premises, the nearby branches can also be included for arriving at the number of dedicated engineers.	In previous RFP, the ratio of posting of dedicated Engineer will be on every 300 machines instead 250 mention in this RFP. Accordingly we posted dedicated Engineers & managed to provide good service. Therefore we request you to change the ratio of posting dedicated Engineers for every 300 Machines. All other conditions will remain same.	NO CHANGE
66	Page 17 -Clause 2. Performance Bank Guarantee	A PBG (As per Annexure-V) to the tune of 15% of the AMC value of 2020-2021 shall be submitted by the selected bidders. 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. 25,000/-. The PBG should be of a Nationalized Bank only and should be valid for the period of 42 months and the claim period will for additional three months that is upto 45 months from the date of submission of PBG. The PBG should be submitted in multiples of three.	We suggest to have clause as "A PBG @10% of the AMC value of 2020-21 shall be submitted within 30 days from date of intimation / LOI issuance valid for 42 months (6 months after the expiry of the contract) including claim period."	AMENDED- REFER CORRIGENDUM-I

67	Page 19-Physical damage	f) If the damage to the hardware is due to the power luctuations or physical damage due to mishandling by LIC personnel or the damage by external factors, LIC would bear the cost of the parts damaged but the onus of proving this will be on the Vendor. However, the Vendor will be required to provide immediate system/solution as standby with same configuration or higher and with all services restored as if it is a normal breakdown within 24 hours	TFT black spot cases are required to be considered as physical damage since it is beyond repairable condition.	NO CHANGE
68	Page 3 of Sample AMC Doc- Nature of AMC / Exit Management Plan	11. LIC reserves the right to terminate the contract with one month's notice, without assigning any reasons & decision of LIC in this matter will be final	Being such a huge contract including deployment of hundreds of dedicated Engineers, we request to have minimum 3 month's notice period. Also this option shall be available for both the parties as exit management plan	NO CHANGE
69	Page 6 of Sample AMC Doc- VIII. Density & minimum qualification of Service Engineers	3) In case the services of any hardware engineer are not found to be satisfactory, Hardware Section of Central Office will ask for a change of the engineer concerned within one month and the vendor will have to comply failing which penalty @ Rs 5000 per day will apply from one month of the date of LIC's request.	Penalty @5000 per day is very high for Desktop Support Engineer. We request to change as Rs.500 per day after 30 days time.	NO CHANGE
70	Page 7 of Sample AMC Doc- 5. Scope of AMC	The AMC is on comprehensive basis and ALL PARTS will be covered under AMC, including the following: a. Items like fuser assembly, photo conductor kit, IT belt etc. of laser printers . b. Laptop batteries and Print heads of MFPs. c. Adaptors of laptop. d. Power Cable, data cable, USB Cable, VGA Cable that are supplied along with the machines e. Mouse f. Keyboard g. Monitor h. Sprockets of line printers and DMPs.	Please note following parts are treated as consumables & needs to be excluded from comprehensive AMC 1) Power Cable, 2) Power Adapter of Laptops, 3) Laptop Batteries, 4) Line Printer Ribbon Mask.	NO CHANGE
71	Page 7 of Sample AMC Doc- 5. Scope of AMC	Servers under comprehensive AMC	Maximum SLR7, 70/140 Drives are out of orders (very old) & availability of the same is very poor in the market. Therefore we request you to remove these Drives from AMC & or replace the same with new one. Or else we will support on best effort basis. Please consider the same.	WILL LOOK INTO THE SAME AND MAKE CHANGES AS THE SAME IS SAMPLE AMC DOCUMENT ONLY.
72	Activity Schedule , Page no 8	Bid Submission Date & Time	Request LIC to extend the submission by 29th May due to current lockdown situation	AMENDED- REFER CORRIGENDUM-I
73	Instruction to bid submission, Page 10	Hard copy submission	Request LIC to allow us for online submission considering the current Covid 19 scnario	NO CHANGE

74	Performance Bank Guarantee , Page no 17	A PBG (As per Annexure-V) to the tune of 15% of the AMC value of 2020-2021 shall be submitted by the selected bidders.	Request LIC to make it 10% of the contract value. Most of the govt/PSU take 10% of the contract value as PBG	AMENDED- REFER CORRIGENDUM-I
75	Maintainance & Servicing, Page no 19	In case of Partial/Full damage or loss of the equipment due to reasons beyond the control of LIC, like Theft, Fire, floods, nature's fury or Act of god etc., then the Vendor should supply working standby equipment with same configuration or higher with all services restored, as if it is a normal breakdown	Request you to relook in this cause as it is one sided	NO CHANGE
76	Commercial bid opening, Page no 13	Commercial Bid Evaluation: (Commercial bid opening and thereafter Online Reverse Auction at the discretion of LIC):	Its not clear whether LIC is going to do ORA or not, Its mentioned at the discretion of LIC. Request LIC to make it clear so that Bid can be submitted accordingly	AMENDED- REFER CORRIGENDUM-I
77	Payment term, page no 17	Payments will be settled by the Central Office and the respective Zonal Offices, at the end of each quarter (quarterly basis), on the pro-rata basis at the approved L1 AMC rate.	Request LIC to make it quarterly advance or accept the bill in the beginning of the quarter and make payment after 90 days.	NO CHANGE AS THE PAYMENT WILL BE MADE AFTER DEDUCTING ACCRUED PENALTIES.
78	Penalties		There are multiple categories of penalty but in the document no where it is mentioned about overall maximum penalty capping. We request LIC to consider overall penalty for this contract shouldnot be 5% of the contract value.	MAXIMUM PENALTY IS BASIC COST OF THE HARDWARE.
79	Organization Setup, page no 28	The organizational structure of LIC offices is shown in the Table format	LIC has share the no of CO/ZO/DO/ BO/MO/OO but there are no inventory details shared location wise. Location wise inventory is essential to do the resource sizing. Request LIC to provide the same.	KINDLY REFER COMMERCIAL ANNEXURE IT IS ZONE WISE AND HARDWARE ITEMWISE.
80	Call Volume		Request LIC to share last 1 year call volume	NOT APPLICABLE AS PER NDA.
81	LIC/CO/IT-BPR/HW/AMC/2020-2021/05 (Section B-3 & Page no 6)	The Empanelment of the Vendors will be valid upto 30/06/2025.	Contract Period is for 3 yrs starting from 2020-2023, Empanelment of Vendor is till 2025. Kindly Clarify	AMENDED- REFER CORRIGENDUM-I
82	LIC/CO/IT-BPR/HW/AMC/2020-2021/05 (Section D-6 & Page no 18)	During the period of AMC it will be mandatory on the part of the Selected Vendor to carry out Onsite Preventive Maintenance (PM) once in every quarter apart from the breakdown maintenance. Quarterly Preventive Maintenance of PCs, AIOs, Printers is mandatory.	Mandatory PM is given only for PC's , AIO's , Printers. What about other equipment	KINDLY REFER TO THE SAMPLE AMC DOCUMENT.
83	LIC/CO/IT-BPR/HW/AMC/2020-2021/05 (Section D-6a & Page no 18)	Spares, consumables and support for the hardware should be available for a minimum period of six years from the date of installation of the Hardware which was supplied by the Selected Vendor of the then RFP or procured from any other Principal Vendor (OEM). The entire responsibility will rest on the AMC Vendor for servicing and proper functioning of the equipment covered under AMC. During specified tenure until the refresh of hardware takes place (7/8/9 years) if it is found that spares /consumables or support is not available, the existing irreparable hardware will have to be replaced by equivalent or higher model by the AMC Vendor at no extra cost to LIC.	Breakdown due to reason not linked to vendor or EOSL of product will not be considered under replacement under no extra cost. Pls. clarify Kindly inclusions and exclusion list for consumable parts	THE CLAUSE WILL HOLD. NO CHANGE

84	LIC/CO/IT-BPR/HW/AMC/2020-2021/05 (Section D-6I & Page no 20)	Service Engineers/ Representatives of Vendor shall invariably carry their identity cards with them, without which they will not be allowed to access LIC's Systems. Service Engineers will have to adhere to the office timings of the Organization and should be present at the open of the office hours and leave office only after the close of office hours.	Kindly provide the Service Window for the engineers	THERE IS AUTOMATED SYSTEM IN PLACE.
85	LIC/CO/IT-BPR/HW/AMC/2020-2021/05 (Section D-6O & Page no 21)	Breakdown complaints will be booked by the user of the machine of the respective LIC office through LIC's Complaint Tracking Module from any office of LIC and the Vendor/ Service Partner has to use both the CSDC as well as the mails generated from HCTM for monitoring LIC's breakdown calls.	For call coming thru' SMS , Mail, Telephone who is responsible to log the calls in HCTM	ALL CALLS ARE LOGGED THROUGH THE HCT MODULE OF LIC.
86	LIC/CO/IT-BPR/HW/AMC/2020-2021/05 (Section O-1 & Page no 27)	The Project Manager will have to ensure timely resolution for all the Breakdown complaints booked through the HCT Module as well as for the complaints which are conveyed through SMS/ Telephone/ email. The Project Manager will act as the single point of contact for the Group.	How many complaints will be received thru' SMS / telephone / email other than in HCT Module. Who is responsible to log such calls in HCT Module.	THE USER OF THE HARDWARE IS RESPONSIBLE FOR LOGGING OF THE CALLS.
87	LIC/CO/IT-BPR/HW/AMC/2020-2021/05 (Section O-1 & Page no 28)	Organization Setup - In addition to the above, new offices may be opened during validity period of the RFP for which hardware may be ordered	How many such new office will be opened in a year. What is the scope of AMC vendor in that.	IT IS A TENTATIVE FORECAST.
88	Annexure - VIII	Approved Part List	Do we need to provide only mentioned brands as replacement or other brands too.	IT IS A SAMPLE DOCUMENT TO ENCOURAGE OEM MANUFACTURED PARTS ONLY.
89	Annexure - D	Undertaking for Quality Assurance & Authenticity of the spares to be provided under the AMC	In a third party maintenance scenario it is not possible to avoid Refurbished part transaction. Can this clause be exempted	NO REFURBISHED PARTS WILL BE ACCEPTED AND THE AMC VENDOR IS TO ENSURE THE SAME.
90	Point C -7 in Page no 16 of 54 belonging to the doc "Request for roposal for Annual Maintenance Contract of IT Hardware located at different offices of Life Insurance Corporation of India"	The bidder should have minimum annual turnover of Rs. 35 Crores in any three of the last five Financial Years 2018-2019, 2017-2018, 2016-17, 2015-16 and 2014-2015 for Hardware Supply (Computer Systems & Peripherals, Cloud Computing) and Servicing.	As per MSMED Act 2006 of GOI, there is a relaxation for Turnover in the eligibility criteria for an MSE vendor. We are attaching the necessary documents for your kind reference. Hence we request you to kindly relax the turnover limit which is mentioned in the AMC tender RFP REF: LIC/CO/IT-BPR/HW/AMC/2020-2021/05 Dated: 07/04/2020 for MSE Vendor and comply with GOI guidelines.	WILL LOOK INTO IT.
91	Point VIII - 1 in Page no 6 of 25 belonging to the doc "TERMS AND CONDITIONS OF THE AMC 2020-2023"	There should be at least one resident Engineer posted for every 250 <u>machines</u> serviced by the concerned vendor, subject to a minimum of one engineer being resident at the DO/ZO/CO.	Pls clarify the word <u>machines</u> means the PC/Laptop/Servers/ LMPs or the other small peripheral assets like DMP/ Inkjet printers or scanners attached to the system are also considered as 'machines' for RE Manpower calculations ?	ALL HARDWARE DETAILS ARE MENTIONED IN THE COMMERCIAL ANNEXURE.

92	Point-IX, 5 -1b & 5-2a in Page no 7 of 25 belonging to the doc "TERMS AND CONDITIONS OF THE AMC 2020-2023"	1) Items covered under AMC: b. Laptop batteries and Print heads of MFPs. 2) Items excluded from AMC: All consumables including the following are excluded from AMC: a. Print cartridges for Dot Matrix Printers, Inkjet Printers, MFPs and Line Printers.	The printer heads in MFP and DMP are having definite lifetime fixed by the OEM and hence the failure in MFP/DMP are actually related to the years of usage and the quality of ink cartridge or ribbon cartridge. Since the consumption is regular we would like to suggest to have a Rate Contract in the AMC instead of include it in the AMC Contract.	NO CHANGE
93	Page 9, Section 12	Earnesh Money Deposit	Can there be a relaxation for MSME registered vendor	WILL LOOK INTO IT.
94	Page 22, Table B	AIO 4 Hours Resolution	Can it be 24 Hours like Hybrid Laptops	NO CHANGE
95	Page 27,28. Section O.1.a	Project Manager, NPM & Zonal SPOC	What will be difference between these 3	NPM AND PROJECT MANAGER IS THE SAME.
96	Page No 17	The PBG should be of a Nationalized Bank only	PBG - Allow PBG from schduded commerical bank also	WILL LOOK INTO IT.
97		Penalty of 0.5% of the cost of the hardware item will be charged every quarter per device, if the Preventive Maintenance	Penalty option 1 - %age should be on AMC value of the product	NO CHANGE
98			Option 2 Penalty- .1% of cost of product..	NO CHANGE
99			Option 3 Penalty -Put fixed value Rs 100 - Desktop/Printers, Rs 300- Server	NO CHANGE
100	Page No 9 Point 12 Table A	EMD - 2500000	EMD - Request reduce the EMD Value to 5 L DD & 10 L BG	NO CHANGE
101	Page No 17	A PBG (As per Annexure-V) to the tune of 15% of the AMC value of 2020-2021 shall be submitted by the selected bidders.	PBG - PBG should be 10 % instead of 15 %	AMENDED
102	Page No 17 Point No 2 (PBG)	The PBG should be of a Nationalized Bank only and should be valid for the period of 42 months and the claim period will for additional three months that is upto 45 months from the date of submission of PBG. The PBG should be submitted in multiples of three.	PBG Validity - Validity period should be 36+3 months instead of 42 + 3 months	AMENDED
103	Page No 28	There should be at least one dedicated Engineer posted for every 250 new/ old machines supplied / serviced by the concerned vendor, subject to minimum of one engineer being resident at the DO/ZO/CO. In case the total number of machines is less than 250 in DO premises, the nearby branches can also be included for arriving at the number of dedicated engineers.	Request to change in RFP 1 Engineer for every 300 Machine	NO CHANGE
104	Page No 18 point No C	New	Item like External Mouse/Printer knob/Ribbon mask should be out of scope of amc services	NO CHANGE
105	Page No 28	The Organizational structure and office locations are as above. The details about the locations are given only for the reference of the Bidder.	Clasification of Cities -- Request us to give No of Class A, B, C Cities	ALREADY MENTIONED IN THE RFP AND SAMPLE AMC DOCUMENT.
106	Page No 22 (a)	SLA Table	Inventory -make and model number of all inventory	NOT APPLICABLE AS PER NDA.

107	Page No 21 Point A	New	SLA Ahderence % is not mentioned in the Tender Document, pls clarify the expected sla achviment City class wise	THERE IS NO CHANGE IN THE SLAs as per class of cities.
108		New	Response on Tickets	NOT APPLICABLE AS OUR SYSTEM MONITORS THE SAME
109	Page No 17 Point no 4 (A)	Payments will be settled by the Central Office and the respective Zonal C	Payment Terms - Request you to change the Payment terms from Quarter end to Month end.	NO CHANGE
110	Page No 15 Point No 4	The bidder has to provide details of Top 3 customers (including LIC) being	request to add 2019 and 2020 finaicial year. also confirm that 2 cr is the combination of top three customer AMC revenue	AMENDED- REFER CORRIGENDUM-I
111	Mention in BOQ Excel format	Commerical Annexue mention fin year 2017 -18 , 2018-19, 2019-20	Should be 20-21,21-22,22-23	AMENDED-
112	Page 18, point 6 (a)	Spares, consumables and support for the hardware should be available for a minimum period of six years from the date of installation of the Hardware which was supplied by the Selected Vendor of the then RFP or procured from any other Principal Vendor (OEM). The entire responsibility will rest on the AMC Vendor for servicing and proper functioning of the equipment covered under AMC. During specified tenure until the refresh of hardware takes place (7/8/9 years) if it is found that spares /consumables or support is not available, the existing irreparable hardware will have to be replaced by equivalent or higher model by the AMC Vendor at no extra cost to LIC.	the first part is nonrelevent. in second part consumable avalbility out of scope. if any spare is not available in the market then those respective machine should be out of AMC.	NO CHANGE
113	Page No 19 Point 6 (e)	AMC should not become void if LIC buys any other supplemental hardware from a third party and installs it within these machines in the presence of the representative/ engineer of the AMC Vendor	if the function of the system get hamperd in any way due to the installation of third party,then third party hardware should be disconnected and any penalty should not be charged	THAT WILL BE A MUTUAL DECISION WITH THE VENDOR AND THE USER LOCATION.
114	Page No 23 Point No (e)	For any breakdown of AIO desktop, the same should be resolved within 4 working hours from the call booking in LIC's HCT Module and if it is not resolved within 4 hours, standby of equivalent or higher configuration should be immediately provided. Further, if the breakdown complaint is not resolved within 3 working days, the AIO should be replaced within a period of two weeks from the date of complaint booking, with a new AIO Desktop. For delay in providing immediate standby and/ or delay in replacement beyond 5 days, the SLA as defined in the Chart of Penalties above, will charged separately from date of complaint, as per the Chart of Penalties (a) above	Request to change the clause to change the breakdown complain within 7 Days	NO CHANGE
115	B.1- Scope of work	Asset List	Location wise Asset list required with warratny start date and end date if pro-rata value required.	NOT APPLICABLE AS PER NDA.
116	a- Penalty	Penalty Beyond 15 days basic cost of Hardware cost	Maximum penalty cap requested is 3% of the AMC Value.	NO CHANGE

117	g & h-Maintenance	In case of Partial/Full damage or loss of the equipment due to reasons beyond the control of LIC, like fire, Theft, flood etc. then vendor should supply working standby	Monthly rental can be fixed on mutual agreement	NO CHANGE
118	4-Response to the Bid	Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the Annexure(s), clarifications issued, if any, will be contractually binding on the bidders.	Request LIC to accept exceptional deviations	NO CHANGE
119	12-Earnest Money Deposit	v. If the Bidder backs out of the quotes before acceptance of the Contract, the Bidder will be blacklisted and EMD of the bidder will be forfeited.	Request LIC to delete this clause	CHANGED WORD TO DEBARRED.
120	22-Evaluation Process	c) Rejection of non-compliant bid LIC reserves the right to reject any or all bids on the basis of any deviation(s). Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.	c) Rejection of non-compliant bid LIC reserves the right to reject any or all bids on the basis of any deviation(s). Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.	NO CHANGE
121	22-Evaluation Process	xi. If the Selected Bidder of any Group after accepting the Group and submitting the required Performance Bank Guarantee backs out at any stage during validity of RFP, the AMC will be offered to the Vendors who are Empanelled AMC Vendors under the above RFP. The Performance Bank Guarantee of the selected bidder, who has backed out, shall be forfeited and the Bidder shall be blacklisted for participation in any of the future RFPs. LIC will take a considered decision in this matter depending on the circumstances and decision of LIC in this matter will be final.	xi. If the Selected Bidder of any Group after accepting the Group and submitting the required Performance Bank Guarantee backs out at any stage during validity of RFP, the AMC will be offered to the Vendors who are Empanelled AMC Vendors under the above RFP. The Performance Bank Guarantee of the selected bidder, who has backed out, shall be forfeited and the Bidder shall be blacklisted for participation in any of the future RFPs. LIC will take a considered decision in this matter depending on the circumstances and decision of LIC in this matter will be final.	CHANGED WORD TO DEBARRED.
122	2-Performance Bank Gaurantee (PBG)	A PBG (As per Annexure-V) to the tune of 15% of the AMC value of 2020-2021 shall be submitted by the selected bidders. 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. 25,000/-.	A PBG (As per Annexure-V) to the tune of 15% of the AMC value of 2020-2021 shall be submitted by the selected bidders. 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.5,000 100/- per day, subject to maximum penalty of Rs. 25,000 500/-.	AMENDED- REFER CORRIGENDUM-I

123	E-Service Level Agreement (SLA)	j) After the expiry of the AMC contract, 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. However, LIC reserves the right to revise these terms and conditions in the interest of LIC in subsequent RFPs / AMC agreements. LIC reserves the right to extend / terminate the AMC depending on the circumstances / high failure rates/ deficiency in servicing.	j) After the expiry of the AMC contract, 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. However, LIC reserves the right to revise these terms and conditions in the interest of LIC in subsequent RFPs / AMC agreements mutually . LIC reserves the right to extend / terminate the AMC depending on the circumstances / high failure rates/ deficiency in servicing mutually .	NO CHANGE.
124	5-Force Majeure	Notwithstanding the above, the decision of LIC shall be final and binding on the Vendor.	Request LIC to delete this clause	NO CHANGE
125	J-Indemnity	The Vendor shall at all times indemnify and keep indemnified LIC against all claims / damages etc., for any infringement of any Intellectual Property Rights while providing its services under the agreement. The Vendor shall at all times indemnify and keep indemnified LIC against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Vendor. The Vendor shall at all times indemnify and keep indemnified LIC against any and all claims by employees, workmen, contractors, sub-contractors, agents, employed engaged or otherwise working for the Vendor, in respect of wages, salaries, remuneration, compensation or the like. All claims regarding indemnity shall survive the termination or expiry of the agreement.	The Vendor shall at all times indemnify and keep indemnified LIC against all third party claims / damages etc. directly and proximately , for any infringement of any Intellectual Property Rights while providing its services under the agreement. The Vendor shall at all times indemnify and keep indemnified LIC against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Vendor. The Vendor shall at all times indemnify and keep indemnified LIC against any and all claims by employees, workmen, contractors, sub-contractors, agents, employed engaged or otherwise working for the Vendor, in respect of wages, salaries, remuneration, compensation or the like. All claims regarding indemnity shall survive the termination or expiry of the agreement.	NO CHANGE.
126	N-Rights reserved by LIC	c) LIC also reserves the right to call for open RFPs for Hardware equipment/services/ other requirements, if deemed necessary	c) LIC also reserves the right to call for open RFPs for Hardware equipment/services/ other requirements, if deemed necessary agreed by the vendor .	NO CHANGE
127	N-Rights reserved by LIC	e) LIC reserves the sole right to decide on the terms and conditions of Annual Maintenance Contract (AMC).	Request LIC to delete this clause	NO CHANGE

128	Rights reserved by LIC	If at any future point of time, it is found that the bidder had made a statement which is factually incorrect and is of significant nature, LIC will reserve the right to debar 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.	If at any future point of time, it is found that the bidder had made a statement which is factually incorrect and is of significant nature, LIC will reserve the right to debar present 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. PBG Invocation not acceptable.	NO CHANGE
129	9-Terms of Booking	as per booking	Overall penalty of the deal shall not exceed more than 5% of the overall deal value.	NO CHANGE . It will be as per SLAs mentioned in the RFP.
130	Taxes -	Customer is responsible for payment of taxes, duties, octroi / entry tax, cesses and any other statutory levies (by whatever name called at the applicable rates from time to time, including any new levies or increase in existing levies) relating to the proposal. However, Customer will not be responsible for income taxes and wealth taxes that may be payable by VENDOR. In case of any new taxes or levies being attracted to the transaction after the date of submission of response by VENDOR or if any existing taxes or levies are changed thereafter, the same shall be borne by the Customer	Clause not present in RFP. Request LIC to add this clause	NO CHANGE.
131	Savings Clause -	vENDORS failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent VENDORS non-performance is caused by Customer's omission to act, delay, wrongful action, failure to provide Inputs, or failure to perform its obligations under this Agreement.	Clause not present in RFP. Request LIC to add this clause	NO CHANGE
132	Site not ready:	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that VENDOR shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement	Clause not present in RFP. Request LIC to add this clause	NO CHANGE
133	Minimum Wages:	VENDOR is compliant to State minimum wages act at the time of execution of the Agreement and its commercials are accordingly factored. In the event there is a change to the State minimum wages act or Customer wants VENDOR to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another Act, then in such cases, the increase in commercials due to such events shall be passed on to the Customer.	Clause not present in RFP. Request LIC to add this clause	NO CHANGE AS IT IS A COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT.

134	Empanelment Period	The Empanelment of the Vendors will be valid upto 30/06/2025. However the AMC document has to be signed by the Vendor every year during each financial year incorporating any changes in the AMC document that might be in vogue at that time. LIC may decide to reduce the validity period of Empanelment or may cancel the Empanelment before the expiry of the validity of the Empanelment Period. The decision of LIC in this matter will be final.	The Empanelment of the Vendors will be valid upto 30/06/2025. However the AMC document has to be signed by the Vendor every year during each financial year incorporating any changes in the AMC document that might be in vogue at that time. LIC may Parties mutually decide to reduce the validity period of Empanelment or may cancel the Empanelment before the expiry of the validity of the Empanelment Period. The decision of LIC in this matter will be final.	AMENDED. ONLY IF THERE ARE ANY CHANGES THEN IT WILL BE SIGNED EVERY YEAR.
135	Bid Validity Period	Bids shall remain valid for 180 days after the date of bid opening prescribed by LIC, in the Activity Schedule. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period. However, LIC reserves the right to seek bidder's consent for extension of the period of validity any time before the expiry of validity period as stated above. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended by the bidder. Such extension will not require modification of the bids already submitted.	Bids shall remain valid for 180 30 days after the date of bid opening prescribed by LIC, in the Activity Schedule. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period. However, LIC reserves the right to seek bidder's consent for extension of the period of validity any time before the expiry of validity period as stated above. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended by the bidder. Such extension will not require modification of the bids already submitted.	NO CHANGE.

136	Right to terminate the process	LIC may terminate the RFP process at any time without assigning any reasons whatsoever. LIC makes no commitments, express or implied, that this process will result in a business transaction with anyone. b) This RFP document does not constitute an offer by LIC. The bidder's response to this RFP may result into selection of bidder(s) after completion of selection process as detailed in this RFP document. c) LIC reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action. d) 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. e) Bid with insufficient information to permit a thorough analysis may be rejected. f) LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation. g) Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to waive/modify any of the requirements of the BID, in the best interests of LIC.	Not acceptable LIC terminate at any time without assigning any reason whatsoever. Either Party shall have the right to terminate	NO CHANGE.
137	5-Terms & Conditions for servicing of Hardware	The selected Vendor will sign an AMC agreement (Annual Maintenance Contract). The terms and conditions, SLAs for servicing of the Hardware are defined in the AMC document. These terms and conditions, SLAs will be applicable to the selected Vendor. However, LIC reserves the right to revise these terms & conditions in AMC, in future, in the interest of LIC on discussion with the AMC Vendor. The Vendor will arrange for the Introductory Meeting with all the Regional Managers (IT) of the selected Group and also with Secretary (IT/BPR)/Dy. Secy (IT/BPR) for Central Office, within 15 days of intimation (through email) and Letter Of Intent to the Vendor for the selected Group.	The selected Vendor will sign an AMC agreement (Annual Maintenance Contract). The terms and conditions, SLAs for servicing of the Hardware are defined in the AMC document. These terms and conditions, SLAs will be applicable to the selected Vendor. However, LIC with mutual agreed terms reserves the right to revise these terms & conditions in AMC, in future, in the interest of LIC on discussion with the AMC Vendor. The Vendor will arrange for the Introductory Meeting with all the Regional Managers (IT) of the selected Group and also with Secretary (IT/BPR)/Dy. Secy (IT/BPR) for Central Office, within 15 days of intimation (through email) and Letter Of Intent to the Vendor for the selected Group.	NO CHANGE
138	6 (g)-Maintenance and Servicing	In case of Partial/Full damage or loss of the equipment due to reasons beyond the control of LIC, like Theft, Fire, floods, nature's fury or Act of god etc., then the Vendor should supply working standby equipment with same configuration or higher with all services restored, as if it is a normal breakdown	<u>No acceptable clause</u>	NO CHANGE

139	F-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 to the cost of repairing or replacing defective equipment	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 to the cost of repairing or replacing defective equipment shall not exceed the total annual contract value.	NO CHANGE
140	G-Dispute	As per draft	Last Para: The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	NO CHANGE
141	H-Fraud and Corrupt Practices	As per draft	Forfeit in full or part of EMD/PBG is not acceptable in case of prohibited practices	NO CHANGE
142	K-Conflict of Interest	The Vendor shall disclose to LIC in writing, all actual and potential conflicts of interest that exists, arises or may arise in the course of performing the obligation(s) as soon as it becomes aware of that conflict.	<u>UNACCEPTABLE ONFLICT OF INTEREST CLAUSE. CLAUSE TO BE DELETED.</u>	NO CHANGE

143	L-Consequences of termination of selected bidder	During the Empanelment period if the services of the selected Vendor is not satisfactory and has caused agony and loss to LIC then the Empanelment of the selected Vendor will be terminated and necessary actions as per the RFP Terms and Conditions will be taken . In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Bidder to take over the obligations of the terminated Bidder in relation to the execution/ continued execution of the scope of the work defined in RFP. Nothing herein shall restrict the right of LIC to invoke the Performance Bank Guarantee and take other actions as defined in this RFP and pursue such other rights and/or remedies that may be available under law or otherwise. 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.	During the Empanelment period if the services of the selected Vendor is not satisfactory and has caused agony and loss to LIC then the Empanelment of the selected Vendor will be terminated and necessary actions as per the RFP Terms and Conditions will be taken . In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Bidder to take over the obligations of the terminated Bidder in relation to the execution/ continued execution of the scope of the work defined in RFP. Nothing herein shall restrict the right of LIC to invoke the Performance Bank Guarantee and take other actions as defined in this RFP and pursue such other rights and/or remedies that may be available under law or otherwise. VENDOR should be given 90 days written notice to cure the default failing which may attract termination. In the event of termination by VENDOR, the Contractor shall be paid for the: a) Goods delivered b) Services rendered c) Work in progress	NO CHANGE
144	M	In case of ambiguities or discrepancies within this RFP, the following principles shall apply: a) as between two Clauses of this RFP, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause; b) as between the provisions of this RFP and its Annexures, the RFP shall prevail, save and except as expressly provided otherwise in the RFP or the Annexures; and as between any value written in numerals and that in words, the value in words shall prevail.	a) as between two Clauses of this RFP, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause, mutually agreed by the parties and agreed clause will prevail;	NO CHANGE

145	Annexure-IV	The Respondent agree that during the existence of the term of this NDA and for a period of one year thereafter, the respondent shall not solicit directly or indirectly the employees of LIC.	The Respondent agree that during the existence of the term of this NDA and for a period of one year thereafter, the respondent shall not solicit directly or indirectly the employees of LIC. <u>Notwithstanding anything to the contrary, to the extent the Respondent shares any Confidential Information with LIC the provisions of this NDA shall apply mutatis mutandis to LIC.</u>	NO CHANGE
146	Annexure-9	As per draft	Request LIC to consider new CVC integrity pact	IT IS AS PROVIDED AS PER LICs CVO.
147	Deemed Acceptance	Clause not present in RFP	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to VENDOR within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that VENDOR shall have 15 days time to correct in case of any rejection by Customer.	NO CHANGE
148	Termination for default	Clause not present in RFP	Either Party shall have the right to terminate this Agreement at any time in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days. In the event of termination Customer shall pay VENDOR for goods delivered and services rendered till the date of termination.	NO CHANGE
149	Non Hire Clause	Clause not present in RFP	Customer acknowledges that personnel to be provided by vENDOR represent a significant investment in recruitment and training, the loss of which would be detrimental to VENDORS business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any VENDOR employee, or induce any such individual to leave the employ of VENDOR. For purposes of this clause, a VENDOR employee means any employee or person who has who has been involved in providing services under this Agreement.	NO CHANGE
150	Risk and Title	Clause not present in RFP	The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	NO CHANGE

151	Pass Through Warrantly	Clause not present in RFP	Since vENDOR is acting as a reseller of completed products, VENDOR shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that VENDOR shall not provide any additional warranties and indemnities with respect such products.	NOT APPLICABLE SINCE IT IS AMC OF HARDWARE.
152	ERV	Clause not present in RFP	"It is agreed that the price quoted is arrived at based on the exchange rate of 1 USD = INR ____ ("Base Exchange Rate"). In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate."	NOT APPLICABLE.
153	Intellectual Protection	Clause not present in RFP	Notwithstanding anything to the contrary, no intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the LIC.	NOT APPLICABLE
154	Page No. 9 Point No. 12	Table A Demand Draft Rs:-10,000,00/- & Bank Guarantee Rs:-15,00,000/- Total EMD Amount Rs:- 25,00,000/-	We Registered with Ministry of Micro, Small & Medium we come under Small Cagtegrory. Can we have the facility for Exemption of EMD & BG.	WILL LOOK INTO THE SAME
155	Page No. 7 Point No. 8	BID Processing Fee (Non - Refundable) Rs:- 10000/-	Pls Confirm BID Procressing Fee is Applicable to Micro & Small Industries also.	WILL LOOK INTO THE SAME
156	Page No. 8 Point No. 5	Bid Submission Date & time 19th May 2020	As we are ware Due Covide 19 there is Complete Lock Down till 17th May 2020 in Mumbai . Most of the Companies are working with 50% Staff as well as getting Important Documents from H.O on time is also Challenge . Hence we request you to Extend the Submission of the tender Date by two Weeks time.	NO CHANGE
157	Page No. 15 Point No. 4	The bidder has to provide details of Top 3 customers (including LIC) being serviced by them, where the AMC revenue of the Bidder is 2 crore or more in any two of the last five financial years 2018-2019,2017-2018,20162017,2015-2016 and 2014-2015.	Pls Clarify AMC Value of the Contract for the top three Customer' s Clubbing all together should be Rs:-2 Crore or more . Or Each AMC Contract Value of the top three Customer Should be 2 Crore or more.	AMENDED- REFER CORRIGENDUM-I
158	Page No. 17 Point No. 4	a) Payments will be settled by the Central Office and the respective Zonal Offices, at the end of each quarter (quarterly basis), on the pro-rata basis at the approved L1 AMC rate.	Pls Clarify the AMC Payment for the all respective Zones will be made by Central office & the respective Zonal offices .	AMC PAYMENT WILL BE MADE BY RESPECTIVE ZONES

159	Page No. 28	There should be at least one dedicated Engineer posted for every 250 machines supplied / serviced by the concerned vendor, subject to minimum of one engineer being resident at the DO/ZO/CO. In case the total number of machines is less than 250 in DO premises, the nearby branches can also be included for arriving at the number of dedicated engineers. However, if the number of machines is still less than 250, posting of dedicated engineer will not be insisted upon. Subject to this condition, the RM (IT) may prescribe the exact number of engineers Division-wise, based on the prevailing local conditions. If the selected bidder fails to post dedicated engineer(s) as above, within a period of 10 days from the start of the AMC, a penalty of Rs.500 per day per engineer subject to a maximum of Rs.5000 per Division will be applicable and will be recovered from any payment due to the bidder.	Requesting to Share Total No. of Dedicated Resident Engineer's Deployed at DO/ZO/CO Across all the Four Zone Currently.	IT IS AS PER THE RFP TERMS AND CONDITIONS OF 2017-2020.
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