

Ref: LIC/CO/IT-SD/EFEAP-NEXT/SOFTWARE-STACK-UPGRADATION/20-21/01 dated 20.11.2020

Date: 01/01/2021

CORRIGENDUM –V

Following clarifications are being issued under the above referred RFP. The bidders to note that these clarifications shall form an integral part of the above referred RFP and resulting contracts, if any.

Sl no	Clause/Para ref. in RFP	Existing Clause/Para of RFP requiring clarification (s)	Change Reason	LIC Clarification/ Modification (s) in Clause/Para of RFP
1.	3.12 Earnest Money Deposit	Bidders shall submit, along with the Eligibility Bid, EMD as stated below. The EMD will have to be paid 50% as Bank Guarantee and 50% online through NEFT/RTGS in Life Insurance Corporation of India Account Number 7311115782, IFSC Code KKBK0000958 for a period of 15 months from the date of opening of the Eligibility Bid. Bidder should submit the Bank Guarantee and UTR Receipt along with bid. By Way of Bank Guarantee --Rs. 25,00,000/- (Twenty Five Lakhs only) By way of NEFT/RTGS transfer to Life	Modified	3.12 Earnest Money Deposit EMD is not required to be submitted. However, instead of EMD, Bidders to submit Bid Securing Declaration Form duly signed by authorized signatory and notarized on stamp paper. (Format of Bid Securing Declaration Form is provided as Annexure-23)

		Insurance Corporation of India Account Number 7311115782, IFSC Code KKBK0000958 Rs. 25,00,000/- (Twenty Five lakhs only) Total EMD Amount Rs. 50,00,000/- (Fifty Lakhs only)		
2.	6. Eligibility Criteria	The bidder must submit i) Integrity Pact, ii) EMD, iii) NDA and IV) Bid Processing Fee	Modified	The bidder must submit i) Integrity Pact, ii) Bid Securing Declaration Form, iii) NDA and IV) Bid Processing Fee
3.	3.9 Partners	Bidder needs to fulfill all the eligibility criteria and technical evaluation criteria in their individual capacity unless mentioned otherwise. However, this RFP permits the Bidder to deploy one or more partners with technical expertise relevant to this project. Nevertheless, for all purposes the Bidder will be overall responsible for performance of the Work as scoped under this RFP.	Modified	3.9 Partners/Consultants Bidder needs to fulfill all the eligibility criteria and technical evaluation criteria in their individual capacity unless mentioned otherwise. However, this RFP permits the Bidder to deploy one or more partners/consultants during technical design and migration Phase with specialized technical expertise relevant to this project. The details of partners and technical expertise should be submitted along with all other submissions. No Partners will be allowed during Operational and Maintenance phase of the project. Nevertheless, for all

				purposes the Bidder will be overall responsible for performance of the Work as scoped under this RFP.
4.	3.9 Partners	The bidder should have Partnering Agreement with OEMs, which is mandatory and it should be as per role of OEM defined in the RFP.	Modified	3.9 Partners/Consultants The bidder should have Partnering Agreement with OEMs, which is mandatory and it should be as per role of OEM defined in the RFP. The bidder has to submit the declaration demonstrating partnering agreement with OEMs on company letter head, duly sealed and signed by authorized signatory as per the format provided as Annexure-24
5.	8.1 Subcontracting	As per scope of the RFP the subcontracting may be prohibited or permitted. If there is no mention of subcontracting in the RFP, Bidder has to obtain written permission from LIC before contracting any work to subcontractors and obtain LIC's authorization to sub-contract for areas in the scope of work to be provided to LIC pursuant to this RFP. LIC at its own discretion may permit or deny the same.	Modified	8.1 Subcontracting No kind of subcontracting is allowed. However, the partners/consultants (if any) will be subject to the provisions mentioned in RFP clause 3.9. Partners/Consultants
6.	11.2.5 Subcontracting	The Bidder will not be allowed to subcontract any portions of the scope of this RFP to any other party.	Modified	11.2.5 Subcontracting No kind of subcontracting is allowed. However, the partners/consultants

				(if any) will be subject to the provisions mentioned in RFP clause 3.9. Partners/Consultants
7.	9.15 Pricing & Taxes	6. In case concrete evidence of having paid the appropriate taxes is not submitted within a maximum period of two months from the date of payment of the taxes, the Bidder will not be eligible for any reimbursement on this count.	Modified	6. In case concrete evidence of having paid the appropriate taxes (Other than GST) is not submitted within a maximum period of two months from the date of payment of the taxes, the Bidder will not be eligible for any reimbursement on this count.
8.	9.28 Payment for Software Cost:	80% of software cost payment will be made after successful go-live(This includes upgrading/replacing/migrating the OS and full Software stack,application, data and then observing the DC/division for a full cycle of one month) of each division(each division means DC, NDR, FAR DR and LIC DR upgradation/replacement/migration) (Total 125 division and stand alone instances). The bidder should submit the Implementation Report duly signed by the designated LIC official. No payment will be made for any replacement of software components during warranty period. 20% of software cost will be paid after all the locations/divisions/instances are migrated as per the deliverables, timelines and scope of work of the RFP.	Modified	80% of software cost payment will be made after successful go-live sign off for first 10 divisions, chosen by LIC for go-live (This includes upgrading/replacing/migrating the OS and full Software stack,application, data). (division means DC, NDR, FAR DR and LIC DR upgradation/replacement/migration) Remaining 20% of software cost will be paid after 90 days from the date of sign off given for successful go-live of 10th division. The bidder should submit the Implementation Report duly signed by the designated LIC official.

				No payment will be made for any replacement of software components during warranty period.
9.	9.26.6 Liability of the successful bidder	The liability of the bidder, regardless of the nature of the action giving rise to such liability and in case of claims against the LIC arising out of misconduct or gross negligence of the bidder, its employees and subcontractors or through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	Modified	The liability of the bidder, regardless of the nature of the action giving rise to such liability arising out of use of the software /services solution provided by the Bidder and in case of claims against the LIC arising out of misconduct or gross negligence of the bidder, its employees and partners or through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
10.	Annexure EC- Part-A	Annexure EC- Part-A	Revised	Annexure EC- Part-A (Revised) provided in the document.
11.	Annexure EC- Part-C	Annexure EC- Part-C	Revised	Annexure EC- Part-A (Revised) provided in the document.
12.	Annexure-7 Compliance Statement	Annexure-7 Compliance Statement	Revised	Annexure-7 (Revised) Compliance Statement provided in the document.
13.	Annexure-16 Compliance Sheet for Qualification Bid	Annexure-16 Compliance Sheet for Qualification Bid	Revised	Annexure-16 (Revised) Compliance Sheet for Qualification Bid provided in the document.

14.	Annexure-23 Bid Securing Declaration Form	New Annexure-23 Bid Securing Declaration Form is added	New annexure Added	Annexure-23 Bid Securing Declaration Form provided in the document.
15.	Annexure-24 LETTER OF INTENT TO PERFORM AS A PARTNER/CONSULTANT	New Annexure-24 LETTER OF INTENT TO PERFORM AS A PARTNER/CONSULTANT is added	New annexure Added	Annexure-24 LETTER OF INTENT TO PERFORM AS A PARTNER/CONSULTANT provided in the document.

Executive Director (IT/SD)

Annexure EC- Part-A (Revised):

LIC/CO/IT-SD/EFEAP-NEXT/SOFTWARE-STACK-UPGRADATION/20-21/01 Dated: 20/11/2020

[Ref: _____]

(*To be submitted on Rs. 500/- stamp paper by the Bidder and the Authorized Signatory should initial each page.)

Company Profile:

1	Name of the Company	
2	Whether OEM, Integrated IT Solutions/Support & Services provider or Authorized Channel Partner of OEM	
3	Company Registered as [Public Limited/Private Limited]	
4	Date of Incorporation	
5	Address of Corporate/ Registered Office	
	Line 1	
	Line 2	
	Name Of City	
	State	
	Postal Code	

	Email id	
	Phone no./ PHONE no.	
6	GST Registration No. and Date of registration	
7	Names of the States for which the bidder has GST Registration No. (including all Billing offices) (Attach registration Certificates)	
8	PAN No. (Attach self certified copy of PAN)	
10	Turnover of the Company:	
	Financial Year : (in Crores) in Last Three Audited Financial Years	
	Current Audited Year(Mention Year)	
	Current -1 audited Year(Mention Year)	
	Current -2 audited year (mention year)	
11	Net Worth of the Company after Tax	
	Financial Year : (in Crores) Last three Audited Financial Years	
	Current Audited Year(Mention Year)	
	Current -1 audited Year(Mention Year)	
	Current -2 audited year (mention year)	
12	Details of Projects undertaken	

Details of Projects/POs executed for supply of Integrated IT Solutions, software licensing, support and services, in any 3 Financial Years of last 5 Financial Years: (Multiple Purchase Orders from the same customer in the same year can be clubbed.)				
Financial year	Names of the clients	Name and contact details of Sr. officer representing the client for the purpose of reference	Purchase Order Value (in Rupees) Crores	Whether the Project has been successfully executed as on date of bid submission (Date of completion of the Project)
Financial Year-1 (Mention Year)				
Financial Year-2 (Mention Year)				
Financial year-3 (mention year)				
Financial year-4 (mention year)				
Financial year-5 (mention year)				
13	Bidder's Address for communication :			
	Line 1			
	Line 2			
	Name Of City			
	State			

	Postal Code	
	Email id	
	Phone no./ PHONE no.	
14	Bank Details	
	Name of Bank	
	Branch	
	MICR Code	
	Type of A/C	
	Account No.	
	IFSC Code	
15	Bidder's Official Web Site (URL)	
16	ISO Certifications	
	CMMIL 5 certificate enclosed (Yes/No)	
	ISO 27001 certificate enclosed (Yes/No)	
17	Any other relevant information not covered in the above points :	
18	We hereby confirm that we, M/s _____ have not been banned / debarred by LIC, as on date of submission	

	of the bid.
Enclosures: a) GST Registration, Certificate of Incorporation, Profit & Loss Statement, Audited Balance sheet, and latest IT Returns and Sales Tax duly signed/ attested by the authorities mentioned in the Tender. b) Attested Copies of the Purchase Orders or Certificate from customers c) Power of Attorney or a duly certified copy of the Board Resolution appointing the Authorized Signatory d) Cancelled cheque of the Bank Account.	

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company

Annexure EC - Part-C (Revised):

LIC/CO/IT-SD/EFEAP-NEXT/SOFTWARE-STACK-UPGRADATION/20-21/01 Dated: 20/11/2020

[Ref: _____]

Other details of the Company:

(References / Projects completed during any 3 Financial Years of last 5 Financial Years)

Details for Supply and Service of Integrated IT solutions, software licensing, support and services in major cities across the country during any 3 Financial Years of last 5 Financial Years						
State	Name of the city	Financial year	Name of the client/s IT solutions, software licensing and services provided.	Name and contact details of Sr. officer representing the client/s for the purpose of reference	Approximate Value of the project (PO value)	Details of the type of Integrated IT solutions, software licensing, support and services provided.

I state that the information stated above in each part of the Annexure EC and its enclosures is true and correct.

(Note: -Any wrong or incorrect information or suppression of facts may lead to disqualification.)

Dated at _____ this _____ day of _____

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company

Annexure-7 (Revised)

Bidder Details

LIC/CO/IT-SD/EFEAP-NEXT/SOFTWARE-STACK-UPGRADATION/20-21/01 Dated: 20/11/2020

1	Name of the Company	
2	Company Registered as [Public Limited/Private Limited]	
3	Date of Incorporation	
4	Address of Corporate/ Registered Office	
	Line 1	
	Line 2	
	Name of City	
	State	
	Postal Code	
	Email id	
	Phone no./ PHONE no.	
5	CST/GST Registration No.	
6	Date of registration (Attach self certified registration Certificates)	

7	PAN No. (Attach self certified copy of PAN)				
8	Turnover of the Company:				
	Audited Financial Year : (in Crores)				
	Current Audited Year				
	Current Audited Year – 1				
	Current Audited Year – 2				
9	Net Worth of the Company after Tax				
	Audited Financial Year : (in Crores)				
	Current Audited Year				
	Current Audited Year – 1				
	Current Audited Year – 2				
10	Details of Projects undertaken				
	Details of Projects/ PO's executed in any 3 Financial Years of last 5 Financial Years:				
	(Multiple Purchase Orders from the same customer in the same year can be clubbed.)				
	Financial year	Names of the clients	Name and contact details of Sr. officer representing the client for the purpose of reference	Approximate Order Value (in Rupees) Crores with details like Name of city, No. of Racks,	Whether the Project has been successfully executed as on date of bid submission (Date of completion of the Project)
	Financial Year-1 (Mention Year)				

	Financial Year-2 (Mention Year)				
	Financial year-3 (mention year)				
	Financial year-4 (mention year)				
	Financial year-5 (mention year)				
11	Bidder's Address for communication :				
	Name of the Person & Designation to whom all references shall be made regarding this bid.				
	Address: Line 1				
	Address: Line 2				
	Name Of City				
	State				
	Postal Code				
	Email id				
	Phone no./ PHONE no.				
	Bank Details				
12	Name of Bank				
	Branch				

	MICR Code	
	Type of A/C	
	Account No.	
	IFSC Code	
	Bidder`s Official Web Site (URL)	
13	ISO Certifications	
14		
	CMMIL 5 Certificate (Yes/No)	
	ISO 27001 certificate enclosed (Yes/No)	
	Any other relevant information which is not covered in the above points :	
15	We hereby confirm that we, M/s _____ have not been banned/ debarred by LIC, as on date of submission of the bid.	
Enclosures: a) GST, Sales Tax, VAT Registration Certificate and Certificate of Incorporation, Profit & Loss Statement, Audited Balance sheet, and latest IT Returns and Sales Tax duly signed/ attested by the authorities mentioned in the Tender. b). Attested Copies of the Projects undertaken or Certificate from customers. c). Power of Attorney or a duly certified copy of the Board Resolution appointing the Authorized Signatory for signing the RFP		

documents/annexures.

d). Cancelled cheque of the Bank Account.

Witness:

Bidder:

Signature:

Signature:

Date:

Date:

Name and Address:

Name and Address:

Annexure-16 (Revised)
Compliance Sheet for Qualification Bid

LIC/CO/IT-SD/EFEAP-NEXT/SOFTWARE-STACK-UPGRADATION/20-21/01 Dated: 20/11/2020

	Basic Requirement	Required	Provided	Reference& Page Number
1.a	Bid Processing Fee	NEFT Transfer to LIC of India A/C number ` 11,800/- (Inclusive of applicable Taxes) Refer: Annexure-22 LIC Bank Account Details	Yes /No	
1.b	Earnest Money Deposit	Bid Securing Declaration Form submitted as per format of Annexure-23	Yes /No	
2.a	Legal Entity	Copy of Certificate of Incorporation and Copy of GST Registration Certificate	Yes /No	
2.b	Registered Company in India.	Copy of Registration	Yes/No	
3.	The bidder should be a single entity, no consortium or joint venture is permitted.	Self-certifying letter by the person Authorized to bid duly stamped by Company's seal.	Complied/ Not complied	
4.	The bidder would undertake not to sub- contract / outsource any part of the work without LIC permission.	Undertaking	Yes /No	

5.	The bidder shall not be debarred by any PSU/Banks/Govt. Agency, as on date of submission of bid.	Self-certifying letter on company letter head by the person Authorized to bid duly stamped by Company's seal.	Yes /No	
6.	The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices.	Self-certifying letter from the Bidder/Service Provider, by the person Authorized to bid duly stamped by Company's seal.	Yes/No	
7.	Power of Attorney or copy of the Board Resolution	Power of Attorney on stamp paper in the name of the Authorized signatory or a duly certified copy of the Board Resolution demonstrating that the representative has been duly authorized to sign.	Yes/No	
8.	List of Annexures	Annexure-1, Annexure-2, Annexure-3, Annexure-7, Annexure-8, Annexure-15, Annexure-16, Annexure-17, Annexure-18, Annexure-EC (part-A, part-B, part-C), Annexure-20, Annexure-23, Annexure-24 are submitted	Yes/No	

Authorized Signature (In full and initials):

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

Annexure-23

Bid Securing Declaration Form
(To be notarized on stamp paper)

LIC/CO/IT-SD/EFEAP-NEXT/SOFTWARE-STACK-UPGRADATION/20-21/01 Dated: 20/11/2020

Date _____

To,

The Executive Director (IT/SD),

Life Insurance Corporation of India,

Central Office, Information Technology Department,

Jeevan Seva Annexe Building, 3rd Floor, South Wing,

Santacruz (W), S. V. Road, Mumbai - 400054

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am

/We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____

Annexure-24
LETTER OF INTENT TO PERFORM AS A PARTNER/CONSULTANT

(On company letter head)

This form must be completed by all known Partners/Consultants and submitted with this RFP. The Bidder must submit Letter of Intent for all known Partners/Consultants at time of Bid submission.

1	To	:	Name of the Prime Bidder
2	From	:	Name of the Partner/Consultant
3	Contact Details	:	Address of Partner/Consultant
		:	Name of the Contact Person
		:	Title of the Contact Person
		:	Mobile No.
		:	Email Id
4	PAN	:	PAN
5	Service Tax Number	:	Service Tax Number
6	Registration Number	:	Registration Number
7	Nature of Entity	:	Nature of Entity

The undersigned is prepared to perform the following described work or services in connection with the RFP Ref: LIC/CO/IT-SD/EFEAP-NEXT/SOFTWARE-STACK-UPGRADATION/20-21/01 dated 20.11.2020.

(Specify in detail the services to be performed or provided)

SI No.	Description of Work
1	
2	
3	
4	
5	

We hereby agree to abide by the General and SLA Terms & Conditions of this Bid being accepted by our partner/consultant M/s _____ (Prime Bidder for this Bid) with LIC.

(Prime Bidder)

(Partner/Consultant)

(Signature)

(Signature)

(Title)

(Title)

(Date)

(Date)

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company

MINUTES OF PRE-BID MEETING

Brief Description of Procurement:	Request for Proposal for Procurement, Installation, Commissioning, Upgradation and Migration of Software Solution for eFEAP Next Project.
Bid Ref:	Ref: LIC/CO/IT-SD/EFEAP-NEXT/SOFTWARE-STACK-UPGRADATION/20-21/01 dated 20.11.2020
Date and Time of Pre-Bid Meeting	7 th December, 2020 at 11.00 AM.
Venue of Pre-Bid Meeting	Hosted virtually at LIC of India, Central Office, IT/SD Department, 3rd Floor, Conference Room, Jeevan Seva Annexe Building, S. V. Road, Santacruz (W), Mumbai, Maharashtra – 400054.

The officials of LIC of India conducted the pre-bid meeting virtually with the following prospective bidders' representatives:

#	Name of Prospective Bidder / Firm	Name of the Representatives
1.	M/s Coforge Ltd.	Ms. Aashita Dagar, Mr. Amitabh Nag
2.	M/s DXC Technology	Mr. Abhishek Ranajn, Mr. G. RamKumar, Mr. Vivek Mohta
3.	M/s HPE	Mr. Mani, Mr. Sudhir Menon, Mr. Partha Chatterjee
4.	M/s IBM India Pvt. Ltd.	Mr. Ajay Foujdar, Ms. Bhuvana Natrajan, Ms. Charusheela khandale, Mr. Milind Yandve
5.	M/s Infosys Ltd.	Ms. Monita Joshi, Mr. Srinivas Oruganti, Mr. Yatindra Gupta
6.	M/s MicroFocus	Mr. Akshay Gaikwad, Mr. Prudhvi Raju Datla
7.	M/s Oracle	Mr. Prasdeep Nimkar
8.	M/s Red Hat India Pvt. Ltd.	Mr. Rohit Patiyala, Mr. Siddharth Bhardwaj
9.	M/s SISL Infotech Pvt. Ltd.	Mr. Dipak Kothari
10.	M/s Tata Consultancy Services (TCS)	Mr. Amal Bhattacharya, Mr. Prasanth G, Ms. Vibhavari
11.	M/s Tech Mahindra	Mr. Thanigaivelan Jagadeesan
12.	M/s Vmware	Mr. Kashinath, Mr. Niloy Mukharjee
13.	M/s Wipro	Mr. Vihang Paranjape

Proceeding of the pre-bid meeting is as follows:

1. At the outset, Chief (IT/SD), made a briefing about the scope of services and purpose of the pre-bid meeting. It was also clearly mentioned that LIC wanted to complete the project in its planned stipulated time, therefore, timelines and dates are not flexible.
2. Details pertaining to timelines, eligibility criteria, and item wise scope of work, and other functional specifications were explained.
3. Thereafter, prospective bidders were requested to put up their queries related to the scope and terms and conditions given in the RFP document.
4. The queries from prospective bidders were appropriately responded.
5. The responses to queries sought from prospective bidders through e-mail and those asked during the meeting have been compiled as per Annexure_Pre_Bid_Queries_Response.

Executive Director (IT/SD)

Annexure_Pre_Bid_Queries_Response

**Clarifications in regards to queries / suggestions received for Request for Proposal for
Procurement, Installation, Commissioning, Upgradation and Migration of Software Solution for eFEAP Next Project.
RFP Ref: LIC/CO/IT-SD/EFEAP-NEXT/SOFTWARE-STOCK-UPGRADATION/20-21/01 dated 20.11.2020**

Sno	RFP Document Reference(s) (Section & Page Number)	Clause (in brief) of RFP requiring clarification(s)	Brief Details/Query in reference to the clause	Response
1	Page NO 51 - : 5.1.3. Terms & conditions of proposed Onsite engineer:	e) If the on-site engineer leaves before expiry of one year, penalty of 10% of the Annual on-site support charges per Onsite engineer, will be levied in case of first incident.	Can we request exclusion to this clause as follows: (a) if suitable replacement is provided, Penalty is not levied. (b) leaving on account of voluntary resignation by the Onsite Engineer, termination on account of misconduct, separation on account of death or disability of the onsite engineer, this shall be excluded from the purview of liability	Please be guided by RFP Provisions
2	Page NO 87: Payment Term	l.) No interest payment whatsoever will be made by LIC.	Can we suggest modification of this clause to include right to claim interest on delayed payment on approved Invoices?	Please be guided by RFP Provisions
3	Page NO 87: Payment Term	p.) The payment will be released by the IT /SD department, Central Office. Payment related objections must be raised in writing within 6 months from the date of release of payment. No such objection would be entertained beyond 6 months.	Can we suggest to include the right of vendor to claim any disrupted claim during contract period?	Please be guided by RFP Provisions
4	Section 5.1 , Page 50: 5.	5.1. Appointment of Onsite L2 Engineers at Central Office SDC, Mumbai Also LIC reserves	As per RFP clause, the selected Vendor shall be required to deploy minimum three Onsite L2	Please be guided by RFP Provisions

	Appointment of Onsite Engineers at Central Office SDC, Mumbai .	the right to call for additional Engineers in a third shift	engineers in 2 shifts at Central Office SDC, Mumbai for Support, Maintenance, Monitoring and Management of TPS stack including monitoring of eFEAP application. Please clarify if Adding 3rd shift will be treated as change request and will be paid to SI	
5	10.3 (Page 95)	LIC will have the right to recover monetary loss incurred due to malfunctioning of software faults / system failure / negligence of bidder etc during project execution/ implementation/support phase.	Although the cumulative penalty is capped at 10% of the contract value of the site however, specific penalties for missing the SLAs has not been prescribed , request to please prescribe. Further, only the undisputed penalties can be deducted from Supplier's invoices and not otherwise.	The details shall be shared / provided to eligible bidders.
6	11,16.2, Page 111	Notwithstanding what has been stated this RFP LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part if the Bidder fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Bidder fails to perform any other obligation(s) under the Contract.	Revised clause suggested as under: Notwithstanding what has been stated this RFP LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part if the Bidder fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Bidder fails to perform any other obligation(s) under the Contract even after expiry of the cure period specified in the written notice.	Please be guided by RFP Provisions
7	11.10 (Page No. 104)	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	We request to exclude indirect losses for the infringement of Intellectual property rights and liquidated damages. It is requested that liability cap should also apply to the cost of repairing or replacing defective equipment. Also, please clarify whether the liability cap apply to indirect losses also.	Please be guided by RFP Provisions

		that this exclusion shall not apply to any obligation of supplier/Bidder 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. However it is expected that the bidder/vendor will take utmost care so as to avoid any indirect or consequential loss of damage	Can we propose our limitation of liability as under: "Supplier's aggregate liability to LIC and/or any third party for any loss or damage under the Contract (whether in contract, tort, negligence, strict liability or otherwise) will under no circumstances exceed the total fees paid to Supplier during the preceding (6) six months from the date of such liability under the Contract or 100% of Statement of Work issued under the Agreement, whichever is lower."	
8	11.16 (a) (Page No. 109)	The contract will remain valid till all obligations of the contractor, as stipulated in the contract are fulfilled.	Can we request the revised language as follows: "The contract will remain valid till all obligations of the contractor, as stipulated in the contract are fulfilled - EXCEPT IN THE EVENT OF EARLY TERMINATION BY THE CONTRACTOR FOR NON PAYMENT OF INVOICES BY LIC"	Please be guided by RFP Provisions
9	11.16 (c) (Page No. 109)	The successful bidder shall have no right of termination of Contract.	Can we request the revised language as follows: "The successful bidder shall have no right of termination of Contract - EXCEPT IN THE EVENT OF EARLY TERMINATION BY THE CONTRACTOR FOR NON PAYMENT OF INVOICES BY LIC"	Please be guided by RFP Provisions
10	Section 6 Point 7, Page 54	Bidder must have implemented minimum of 3 project of similar nature of software upgrade/migration in India, on a turn-key basis in the last 5 financial year of value 25 crores each. At least one among these should be from Government Departments/PSU/BFSI sector companies.	LIC in this RFP is looking at solution for upgrade and migration of eFeap application stack which also includes identifying the future roadmap for each software solution component providing an end to end turnkey technical proposal for eFeap application, supporting it for 5 years. Similar IT solution projects in India or with global customers have solutions (which include upgrade / migration / data migration / license	Please be guided by RFP Provisions

			upgrade / development / customization / data centre / cloud / infra services / technical help desk / e-Governance transformation projects) as one single turnkey contract. Please confirm if our understanding is correct that the above mentioned turnkey projects with details of technical solution including software upgrade / migration be considered which are delivered from India with a value of INR 25 Crore or above in the last 5 financial years.	
11	Section 6 Point 7, Page 54	Bidder must have implemented minimum of 3 project of similar nature of software upgrade/migration in India, on a turn-key basis in the last 5 financial year of value 25 crores each. At least one among these should be from Government Departments/PSU/BFSI sector companies.	Since many of our software upgrade / migration projects include movement of applications from on-premise to cloud, request you to confirm this as valid projects for Pre-Qualification.	This is valid as per the condition of RFP provided TPS change or version upgrade has been done in the projects.
12	Section 6 Point 7, Page 54	Details should be given in Part-A of Annexure EC along with the Certificate from Customers or attested copies of Purchase Orders should be submitted. Multiple Purchase Orders from the same customer in the same year can be clubbed. The purchase orders if submitted should be attested by the Authorised Signatory or else a Certificate with the details duly signed by Authorized Signatory.	Many of our customers Purchase Orders cannot be shared as part of the Non - Disclosure Agreement with our clients, hence request that Bidder is allowed to submit a Certificate with the details duly signed by Authorized Signatory for the PO value and completion of the project (where project is completed).	Bidders to Share the documents as per RFP Requirements. Confidential items may be masked.
13	Section 6, Point 2, Page Number 54	The bidder should have minimum annual turnover of 1000 Crores or above in India in the last three audited Financial Years	Please confirm that India revenue includes export and domestic revenues.	The data provided in audited documents of the bidder shall be

				accepted.
14	11.16(f) , Page 110	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	Procurement of software and any material under this RFP should be cancelled on valid reasons and not arbitrarily, as the contractor would have incurred the expenditure for the procurement on the basis of LIC;s confirmation.	Please be guided by RFP Provisions
15	Section 6, Point 2, Page Number 54	The bidder should have minimum annual turnover of 1000 Crores or above in India in the last three audited Financial Years	We request to be allowed to quote our annual turnover from global operations in the last three Audited Financial Years, which are also reported in the Audited balance sheet, hence we request the clause to be opened as "annual turnover is 1000 CRORE for each of the last 3 financial years"	The data provided in audited documents of the bidder shall be accepted.
16	11.16.1 (Page 110)	a. LIC may, at any time, by a prior written notice of 30 days, terminate the contractor and / or reduce the scope of the Services.	Request the Termination by convenience to be at least 90 days	Please be guided by RFP Provisions
17	11.16.5 (Page No.112)	The following clauses survive the termination and expiry of the contract:	Survival period of 2 years is proposed under this Section after the termination of the Contract.	Please be guided by RFP Provisions
18	11.2.5 (Page 99)	The Bidder will not be allowed to subcontract any portions of the scope of this RFP to any other party.	Subcontracting should be allowed after prior approval from LIC.	subcontracting is not allowed, Please refer the corrigendum-V
19	4.1. Higher level scope of work Point #9, Page # 45	All proposed upgrade / replacement should have officially compatible with other software components including operating system, HCI solution and also currently integrated non-eFEAP systems.	Could you please provide a list of the currently integrated non-eFEAP systems in the landscape ?	The details shall be shared / provided to eligible bidders.
20	4.1. Higher level scope of work Point #7 Page # 45	The bidder will require to suggest/guide/help the LIC team in code related changes/modifications required	We assume that the suggestions/guide/help the LIC team requires in code related changes / modifications would encompass- 1) TPS stack components	The details shall be shared / provided to eligible bidders.

			2) OEM (in consultation with) Please suggest if/ what other components will be part of this requirement	
21	9.12 (Page No. 74)	Contract Agreement for Selection of System Integrators/ Implementation Agencies” http://meity.gov.in/content/rfp-standardization-model-rfps-and-guidancenotes	Access is denied through this link or Page not found. Can you please share the document offline? Can you please clarify whether we will have to agree the Contract Agreement under this link without negotiating it? Is the bidder allowed to file any commercial deviations as the procedure of only technical deviations is explained in Clause	1) All the contracts are guided by these guidelines. The link will be shared with the bidders offline in case required. 2) Please be guided by RFP Provisions 3) The details shall be shared to eligible bidders during 2nd stage of bid process.
22	9.14 (Page No. 75)	The initial period of contract for providing software solution /services /licenses /ATS /AMC/support will be for 5 years extendable to 2 years.	Could you please elaborate on the notice period, before extending the term?	Please be guided by RFP
23	9.3 (Page No. 68)	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/Bidder to	We request to exclude indirect losses for the infringement of Intellectual property rights and liquidated damages. It is requested that liability cap should also apply to the cost of repairing or replacing defective equipment. Also, please clarify whether the liability cap apply to indirect losses also. Can we propose our limitation of liability as	Please be guided by RFP Provisions

		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	under: "Supplier's aggregate liability to LIC and/or any third party for any loss or damage under the Contract (whether in contract, tort, negligence, strict liability or otherwise) will under no circumstances exceed the total fees paid to Supplier during the preceding (6) six months from the date of such liability under the Contract or 100% of Statement of Work issued under the Agreement, whichever is lower."	
24	9.31.7 (Page 92)	The Bidder 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.	This clause should not be applicable in the event the suspension is on account of non payment of invoices by LIC.	Please be guided by RFP
25	Anexure 18, Page 164	Details of litigations	Litigations that are material i.e. having impact of 5% on the net profit/revenue should be shared and any immaterial litigations should be excluded.	Please be guided by RFP Provisions
26	9.20 (Table E), Page 77	TCO is mentioned as base for levying penalty	As the penalties relate to Software Solution, penalties should be levied on Total cost of Software Solution rather than total Cost of Ownership (TCO). Support cost should be excluded from the same.	The clause remains unchanged
27	Annexure 14, Page 154	Any delay in response and resolution beyond the defined SLAs shall attract penalty as per the criteria mentioned in section 10.3 and same shall be deducted from Bidder's current/ running bill, if any.	Revised clause suggested as under: Any delay in response and resolution beyond the defined SLAs shall attract penalty as per the criteria mentioned in section 10.3 and same shall be deducted from Bidder's current/	Please be guided by RFP Provisions

			running bill, if any if it is undisputed by Bidder.	
28	Page 31-Pt. 25	In case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, a penalty of 10,000/- (Rupees Ten Thousand only) per violation will be charged and recovered from the EMD. For example: if the Bid is not spirally bound a penalty of 10,000/- (Rupees Ten Thousand only) will be imposed. Upper cap for this penalty is Rs.10,000/-	Is the the penalty cap Rs. 10,000/- for all penalties?	Please be guided by RFP Provisions
29	Page 84, 9.26.8. IPR Warranty	The Bidder will warrant that: a. The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and b. It has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause	The term Warranted Materials used in this clause is not defined, request to define the same.	Please be guided by RFP Provisions
30	Page NO 109: - 11.16. Termination	11.16.1. Termination and reduction for convenience. LIC may, at any time, by a prior written notice of 30 days, terminate the contractor and / or reduce the scope of the Services.	Request this clause to allow the Termination for Convenience for both LIC and the System Integrator	Please be guided by RFP Provisions
31	Page No 89:- 9.28.5 Expenses	9.28.5 Expenses The Bidder will not be entitled to charge LIC for any other fees, charges or expenses (including travel and accommodation, document reproduction, transportation and courier charges, and telecommunications charges, etc.) in addition to the Charges mentioned in the Payment Schedule.	What will in the case where SI has incurred these expenses on on the request of LIC? How will these claims be reimbursed?	Please be guided by RFP.

32	Section 9.11 Page No 73. Performance Bank Guarantee (PBG):	The Performance Bank Guarantee shall be submitted within 7 days from the date of letter issued for selection as Bidder. Failure to do so may attract a penalty of `5,000/-per day, subject to maximum penalty of `1,50,000/-	Performace Bank Gurnateee can be submitted along with Signed Contract. Can we suggest that this is not linked to Penalty as LIC is already carrying EMD amount with them	Please be guided by RFP Provisions
33	Section 9.13, Page NO 75: Signing of Contract	9.13. Signing of Contract Post submission of Performance Bank Guarantee by the successful bidder, LIC shall enter into a contract with the successful bidder, incorporating all clauses of RFP, all clarifications and the response to the RFP of the successful bidder.	Can you please clarify if Contract Registration will be required, and who will bear the Stamp Duty and registration costs, if so?	Bidder has to bear the stamp duty and registration cost if any.
34	Section 1.1 page 10, 2.2 page 13/14	eFeap/eFeap definition and Current state	Is consolidation to 4 sites in HCI + 2 DR sites scope of this RFP or this is already completed? Definition of eFeap and eFeap Next in page 10 gives that this is in scope, whereas Section 2.2 Current State, #2 seems to imply it is already consolidated.	Consolidation is not part of this RFP. The consolidation project is underway.
35	Section 2.2, Page 13	This Application is developed in house and deployed at 113 divisional data centers and non-DC setups across India which caters service to 3500+ branches/satellite offices.	Is the source code base for all the zones/ regions exactly the same or are there variations across zones/ divisions Where is the master code base maintained	Source Code is same for all the locations
36	Section 4.1 Point #15	The bidder will require ensuring that logs generated from all TPS Stack are integrated with LIC's log Management System for monitoring purpose. The bidder will ensure that suggestions and guidance are being provided to LIC IT team for log integration with LIC's Log management system in an effective manner. The bidder will facilitate the	Are there any performance issue in the current landscape or of any particular TPS component? Please provide details and share required SLAs if possible.	The details shall be shared / provided to eligible bidders.

		Integration of logs with Central command center for monitoring the performance of TPS components.		
37	Section 4.1 Point 3.e	Making the application future ready and agile by leveraging latest technology trends of the industry.	Can you please elaborate the objectives from future readiness perspective? Is making the eFeap application cloud ready, mobile friendly, supporting analytics some of the objectives?	The details shall be shared / provided to eligible bidders.
38	Section 4.1, Point #14, Page 45	The bidder is required to support, guide and assist in testing of all the eFeap modules and their functions including integration of eFeap with other applications. User acceptance testing will be done by LIC Team and required	What would be the success criteria for upgrade and migration activity? Does the vendor need to do the testing based on test cases provided by LIC? If there are point of failure which need modification to the code/configuration, who will do that – vendor or LIC? If vendor, then in which model (T&M)?	The details shall be shared / provided to eligible bidders.
39	Section 4.1, Point #6, Page 45	The bidder shall ensure that existing full TPS stack is up-graded, installed migrated, integrated and implemented successfully and eFeap application is working properly measured in terms of desired output, data sanctity and performance criteria without any compatibility issues as far as TPS stack is concerned.	If there is need of replacement of current software where the appropriate upgrade is not available, who will identify such software? Does the vendor need to identify and evaluate the suitable software for replacement? Who will do the replacement – vendor or LIC? How will the replacement activity/project be sized and billed?	Please be guided by RFP provisions. For application server glassfish there is no road map so it has to be replaced.
40	Section 4.1. High level scope of work, Point #14, Page 45	The bidder is required to support, guide and assist in testing of all the eFeap modules and their functions including integration of eFeap with other applications. User acceptance testing will be done by LIC Team and required	Would LIC be providing the environment for POC as well as execution of the upgrade / replacement of the eFeap application including all the components that need to interact with the upgraded / migrated / replaced components? Does this include the test environments ?	The details shall be shared / provided to eligible bidders.
41	Section 4.1. High level scope of work,	The bidder is required to support, guide and assist in testing of all the eFeap modules and their functions including integration of eFeap	Can you please elaborate on your preferences for test tools (automation / test management / performance / security tools etc)? Can you	The details shall be shared / provided to eligible bidders.

	Point #14, Page 45	with other applications. User acceptance testing will be done by LIC Team and required	share the list of tools (including performance / security / test coverage) available with you? Would LIC be extending the right to use to the vendor to use these tools?	
42	Section 4.1. High level scope of work, Point #14, Page 45	The bidder is required to support, guide and assist in testing of all the eFeap modules and their functions including integration of eFeap with other applications. User acceptance testing will be done by LIC Team and required	What are the current Quality SLA's and expectations in terms of performance / load / capacity for the eFeap systems?	Please be guided by RFP Provisions
43	Section 4.1. Higher level scope of work Point #18 Page # 46	Implementing the ISMS configuration / Application / IRDA Audit Points on top of the above configurations and hardening the system at OS level. It is the responsibility of the bidder to provide expertise(personnel with expertise in the field) for implementing/resolving the configuration points where-ever required	Assuming that LIC will provide the list of the ISMS configuration/Application/IRDA Audit Points where it will need to be implemented to the bidder.	The details shall be shared / provided to eligible bidders.
44	Section 4.1. Higher level scope of work Point #24, Page # 47	Bidder should ensure that the TPS supports multilingual implementation of application.	How many languages does the eFeap application currently support?	Hindi and English
45	10.6 (Page 97)	10.6. Penalty Cap: There will be an overall penalty cap of 10% of contract value for each site every year during contract period.	Penalty cap should be applicable to liquidated damages, penalties during software implementation and migration, TPS breakdown and other penalties. Also the cap should not exceed 10% of the contract value during the contract period for the entire project.	The clause remains unchanged
46	2.1 invitation to bid - Page 13	The works referred herein shall cover the entire scope of the proposal which include supply, installation, integration, up-gradation	Please share the details of the Software that has to be supplied as part of this RFP	The details shall be shared / provided to eligible bidders.

		and implementation of solution including the successful completion of POC(Proof of concept)/ POS(Proof of solution) and User acceptance testing (UAT), smooth running and maintenance (timely renewal of licenses, patch management, on-site support, attending to requests etc.) of Procurement, Installation, Commissioning, Replacement/Upgradation, Migration of Software Solution for eFEAP Next Project.		
47	5.1. Appointment of Onsite L2 Engineers at Central Office SDC, Mumbai - Page 50	CO ,Mumbai site: - Three engineers per shift	There are multiple technology stack to be managed and the minimum number of resources mentioned is very less. Request LIC to mention the skillset and minimum number of resources required per shift of that skillset. This is required for normalisation across all bidders	Please be guided by RFP Provisions
48	5.1. Appointment of Onsite L2 Engineers at Central Office SDC, Mumbai - Page 50	If the on-site engineer leaves before expiry of one year, penalty of 10% of the Annual on-site support charges per Onsite engineer, will be levied in case of first incident	Request for removal of the clause. The Engineer might leave for personal or may be asked to leave for any non-compliance asked by LIC/bidder. Request for removal of this clause	The clause remains unchanged
49	5.1. Appointment of Onsite L2 Engineers at Central Office SDC, Mumbai - Page 50	Whenever required, the Onsite L2 Engineer may have to visit the COLO centers and Far DR sites for support and maintenance activities during up-gradation/installation/migration of TPS stack and migration of eFEAP application and post implementation also if required. The full details governing the appointment,	There has to be a dedicated onsite engineer 24x7 at DR site . Request you to add the same	Please be guided by RFP Provisions

		role, responsibilities etc. of the Onsite engineers are defined as under.		
50	Clause 3.12	The EMD amount deposited by the bidder may be forfeited in full or part, as decided by LIC, if: 1. The bidder qualifies and backs out of the L1 quotes, or, if the Bidder fails, 2. To sign the Contract; or 3. To furnish Bank Guarantee towards the Performance Guarantee as mentioned in the RFP or 4. To furnish Non-Disclosure Agreement(NDA) as per LIC's format (Annexure-8) 5. The Bidder withdraws or amends its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or 6. The Bidder makes any statement or enclose any form which turns out to be false/incorrect at any time prior to signing of Contract; or 7. Bidder does not respond to requests for clarification of its Bid; or 8. Bidder fails to provide required information during the evaluation process or is found to be non-responsive; 9. The soft copies of the item specifications (technical and commercial) are not submitted or not readable or only blank CD is submitted; or 10. The technical or commercial bid format is found to be without password or with different password; or 11. In case the bidder is found to be indulging	We request that the contract to be signed between the parties should be mutually agreed and negotiated. Accordingly, it is requested that EMD shall not be forfeited if contract as per RFP terms is not signed. Further, if the customer requirements or specifications change, then the bidder shall be permitted to amend its bid.	Please be guided by RFP Provisions

		in Fraudulent & Corrupt practices as defined in the relevant Clause mentioned in this RFP. 12. The hard/soft copies of the item specifications (commercial) are not submitted or are not readable is submitted. 13. The Bidder withdraws or amends its Bid during the period of Bid validity; or 14. The Bidder makes any written statement or encloses any form which turns out to be False /incorrect at any time prior to signing of Contract; or Bidder does not respond to requests for clarification of its Proposal. 15. Bidder fails to provide required information during the evaluation process or is found to non-responsive. 16. In the case of a successful Bidder being identified, the successful Bidder withdraws its offer or if the bidder fails to sign the Contract or to furnish Bank Guarantee towards Performance Guarantee as mentioned in this RFP. 17. The Bidder makes any written statement or encloses any form which turns out to be False/incorrect at any time prior to signing of Contract; EMD shall be remained with LIC for a period of 15 months from the date of submission of bids/proposal.		
51	Non-disclosure Agreement		Bidder seeks following inclusions 1. Confidentiality obligations to be mutual in nature 2. Definition of confidential information must be information which by its nature must be	The clause remains unchanged

			treated as confidential or which is marked or identified as confidential at the time of disclosure. 3. Exceptions to confidential information must be information already in the public domain, already known to the bidder, information developed independently by it or information received from a source which is not under any confidentiality obligation. 4. Recipient can disclose confidential information to its and its affiliates personnel, subcontractors and advisors who have a need to know and are part of the provision of the services. 5. Recipient must protect the information using the same degree of care, but never less than a reasonable degree of care, that it uses to protect its own confidential information of like nature. 6. Confidentiality obligations will survive for a period of 3 years after the termination / expiration of the Contract, except in case of IP and trademarks which will continue till such information remains confidential.	
52	Non-disclosure Agreement	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,	Bidder shall not indemnify the Customer for breach of the NDA terms.	The clause remains unchanged

		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. 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 the Contract.		
53	Section 5.1.3 (c) & Page No. 51 Section 5.1.3 (d) & Page No. 51 Section 5.1.3 (e) & Page No. 51 Section 5.1.3 (f) & Page No. 51	If the alternate candidate is not provided within 14 days a penalty of 5% per day of the engineer's monthly rate approved by LIC will become applicable. If the second candidate also fails penalty @ 5% per day of the engineer's monthly rate approved by LIC, will be recovered. The selected engineer has to report to the LIC Central Office, Mumbai within 2 weeks of being intimated of the selection. In case of an engineer going on leave, suitable replacement shall be provided for that period failing which penalty @ 5% per day of the engineer's monthly rate approved by LIC will be recovered. If the on-site engineer leaves before expiry of one year, penalty of 10% of the Annual on-site support charges per Onsite engineer, will be levied in case of first incident. The penalty will be incremented by 5% for each such repetition. Force Majeure	The overall penalty including the penalties mentioned under section 5.1.3 Terms & conditions of proposed Onsite engineer & section 10 - SERVICE LEVEL AGREEMENT shall not exceed 5% of the monthly billing.	The clause remains unchanged

		conditions may apply subject to LIC's approval. In case the engineer is to be changed by the Vendor, minimum of one month overlapping period has to be there between the new and old engineer else penalty @ 5% per day of the Onsite engineers monthly rate approved by LIC will be recovered.		
54	Section 5.2, Page 52	Appointment of Onsite L3 Engineers at Central Office SDC, Mumbai	It is our understanding that the COBOL business layer is developed and supported by LIC IT. Please confirm the understanding. If yes, for any bug in the COBOL business layer will it be a responsibility of the vendor or LIC?	Full application is developed and maintained by LIC including COBOL. The vendor is supposed to guide/help/assist LIC team in modification of eFEAP application (all components including COBOL) However code level changes shall be done by LIC team.
55	10.3. Stack Uptime/Business Continuity Required and Its Applicable Penalties:: - Page 95	Required up-time for Business Continuity on Monthly basis (for All sites) - 99.99%	Requesting you to change the uptime to quaterly basis- 99.90%. The uptime of the Application is dependent on the undelying infrastrcutre and Architecture of LIC Application. Please share the details of the same	The clause remains unchanged
56	10.3. Stack Uptime/Business	Required up-time for Business Continuity on	Please clarify the SLA applicable for the bidder is only above the HCI and Virtualization stack .	SLA is applicable for the bidder only

	s Continuity Required and Its Applicable Penalties::	Monthly basis (for All sites) :99.99%	Any underlying issues with respect to HCI storage, Hardware will be out of scope for the TPS Bidder stack.	above the HCI and Virtualization stack.
57	10.5. Exclusions from Downtime Calculations Page no 97	Scheduled downtime on account of preventive maintenance, system testing and acceptance test, system upgrades, eFEAP updates download etc.	Please clarified what is the maxium permissible scheduled maintenance window for each maintenance activity .	The details shall be shared / provided to eligible bidders.
58	11.1 Limitation of Liability, 104	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/Bidder 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. However it is expected that the bidder/vendor will take utmost care so as to avoid any indirect or consequential loss of damag	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/Bidder 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 However it is expected that the bidder/vendor will take utmost care so as to avoid any indirect or consequential loss of damag	The clause remains unchanged
59	Table-2: Penalties regarding support engineers at	The on-site Engineer should be present in LIC's premises as per the RFP conditions. In case of a person going on leave, suitable replacement	Request to modify the clause as "The on-site Engineer should be present in LIC's premises as per the RFP conditions. In case of a person going on leave for more than a week , suitable replacement shall be provided for that period. If	The clause remains unchanged

	central office, Mumbai	shall be provided for that period. If not provided then, penalty will be imposed	not provided then, penalty will be imposed"	
60	Table-2: Penalties regarding support engineers at central office, Mumbai	If the on-site Engineer leaves before expiry of one year, penalty will be imposed	Request for removal of this clause as there may be attrition	The clause remains unchanged
61	Table-2: Penalties regarding support engineers at central office, Mumbai	In case the engineer is to be changed by the Bidder, minimum of one month (30 days) advance notice shall be given by the Bidder to LIC. Additionally, an overlapping period of at least 21 days has to be there between the new and old engineer. If not done, penalty will be imposed.	Request the clause to be changed as 'In case the engineer is to be changed by the Bidder, minimum of one month (30 days) advance notice shall be given by the Bidder to LIC. Additionally, an overlapping period of at least 21 days has to be there between the new and old engineer. If not done, penalty will be imposed.	The clause remains unchanged
62	3.14.2. Undertaking for Warranty, AMC, ATS and Quality Assurance - Page 33	Bidder shall provide and implement patches/ upgrades/ updates for software/Operating System/ Middleware/ DataBase etc as and when released by the Vendor/OEM or as per requirements of LIC. Bidder should bring to notice of the LIC all releases/version changes	The patches will be made by OEM as per the licensing agreement . Do bidder needs to supply these licenses , if yes will need the details of the licenses/software to be supplied	The details shall be shared / provided to eligible bidders.
63	Table-2: Penalties regarding support engineers at central office,	If the on-site Engineer leaves before expiry of one year, penalty will be imposed @10% of the onsite engineer's annual quotes approved by LIC in case of first incident. The penalty will be incremented @ 5% for	Request for removal of this clause	The clause remains unchanged

	Mumbai - Page 96	each such repetition.		
64	3.14.2. Undertaking for Warranty, AMC, ATS and Quality Assurance - Page 33	All product updates, upgrades and Patches, solution to the observed VA&PT be provided by the Bidder/Vendor at no extra cost during warranty and AMC/ATS period.	What will be the frequency of VA/PT required by LIC. Normally VA/PT is done by customer SOC team and the bidder scope is restricted only to close the observations. Please confirm the requirement	VAPT will be conducted by a third party, Bidder has to provide assistance in resolving the observations.
65	Table-2: Penalties regarding support engineers at central office, Mumbai - Page 96	In case the engineer is to be changed by the Bidder, minimum of one month (30 days) advance notice shall be given by the Bidder to LIC. Additionally, an overlapping period of at least 21 days has to be there between the new and old engineer. If not done, penalty will be imposed.	The penalty for this clause be changed as " @ 2% per day of the engineer's monthly rate approved by LIC	The clause remains unchanged
66	3.14.2. Undertaking for Warranty, AMC, ATS and Quality Assurance Page : 32	The maximum response time for maintenance complaint from any of the destinations specified in the Schedule of Requirement (i.e. time required for Bidder's Maintenance Engineer to report at the installation site after a request call/Complaint Management System registration etc.) shall not exceed 4 to 8 hours.	Please clarify whether response in the form of remote support is permitted like Telephonic , E-mail or any other remote assistance using solutions like web based assistance.	Please be guided by RFP Provisions
67	11.16.1	a. LIC may, at any time, by a prior written notice of 30 days, terminate the contractor and / or reduce the scope of the Services. b. On receipt of a notice of termination or reduction, the Bidder must stop work as specified in the notice; take all available steps to minimize loss resulting from that	This is not agreed. We request that Customer shall not have the right to terminate the contract for convenience and accordingly this clause should be deleted.	The clause remains unchanged

		termination and to protect LIC Material and Contract Material; and continue work on any part of the Services not affected by the notice. c. If the contract is terminated, LIC is liable only for payments in respect of services rendered before the effective date of termination. d. If the scope of the Services is reduced, LIC's liability to pay the Service Charges or to provide LIC Material abates in accordance with the reduction in the Services. e. LIC is not liable to pay compensation under clause ('C') supra, if the amount, in addition to any amounts paid or due, or becoming due, to the Bidder under the contract, exceeds the total Service Charges payable under the Contract. The Bidder is not entitled to compensation for loss of prospective profits.		
68	7.3. POC (Proof Of Concept)/ POS(Proof Of Solution): Page no 58	Bidder needs to demonstrate that performance and other requirements as per RFP	Please provide the performance and other functional objectives of POC / POS	Will be shared with eligible bidders
69	Clause 11.12	The bidder and/or their personnel shall not, either during the term or after expiration of contract under this RFP, disclose any proprietary or confidential information relating to the services, contract or business or operations of LIC, without the prior written consent of LIC. Violation of NDA will lead to forfeiture of performance Bank guarantee and additionally	We request that forfeiture of PBG shall be limited to events of material breach only.	The clause remains unchanged

		will lead to legal action and blacklisting.		
70	Clause 11.15	The Bidder will ensure that its Personnel comply with: a. All relevant security and other requirements specified in LIC's Information Security Policy, if the same has been made aware by LIC; b. Any other security procedures or requirements notified, in writing, by LIC to the Bidder. The Bidder must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice. c. Any regulatory guidelines about IT security issued by Regulator.	Please provide a copy of LIC's Information Security Policy which shall be applicable to the bidder. Bidder submits that it will comply with all laws applicable to it and its business and industry. Bidder will comply with specific compliance requirements of the Owner if they are notified to Bidder and costs of such compliance are paid by the Customer.	The details shall be shared / provided to eligible bidders.
71	Clause 11.16	<u>The successful bidder acknowledges and agrees that timely performance of all obligations is essence of contract.</u> In case of any delay, under or nonperformance is not cured by the successful bidder within time limit given in this RFPand, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) LIC may terminate/cancel the contract by giving one month's notice, without assigning any reason. The successful bidder agrees and accepts that he shall be liable to pay damages claimed by LIC, in the event of termination/breach of terms of this RFP /contract etc. as detailed in penalty clauses mentioned in RFP. c. However, in case of termination /cancellation of Contract, the Contractor cannot absolve their responsibility towards the assets owned by	Underlined Portion: We request that this should be deleted. Bidder requests that this right be available only in case of material breach by the Bidder. Customer may terminate the Contract, provided the Customer has given a cure period of 30 days, and the Bidder has not rectified the breach within the cure period. Bidder seeks a right to terminate the contract for material breach (including for non-payment) by the Customer, in the event the Customer does not cure the material breach in 30 days of receipt of notice of breach from the bidder. Kindly include this provision in the Contract	The clause remains unchanged

		LIC and kept / stored in their Co-Location Data Centre facility and has to comply with the requirement stipulated in this document. The successful bidder shall have no right of termination of Contract.		
72	Clause 11.16.10	Subject to any qualification or provision to the contrary in the Scope of Work, the Bidder must provide the following assistance to LIC on termination or expiration of the contract: a. Transferring or providing access to LIC to all information stored by whatever means held by the Bidder or under the control of the Bidder in connection with the contract; and b. Making Specified Personnel and Bidder Personnel available for discussions with LIC as may be required. The time, length and subject of these discussions will be at the sole discretion of LIC, provided that any matter discussed is not considered to reveal any Commercial-in- Confidence' information of the Bidder. c. The Parties agree that duration of Knowledge transfer shall in no event exceed for more than 90 days.	Knowledge Transfer provisions shall be mutually discussed and agreed between the parties.	Please be guided by RFP Provisions
73	Clause 11.16.2	Notwithstanding what has been stated this RFP LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part if the Bidder fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Bidder fails to perform any other obligation(s) under the Contract. In the event	Bidder requests that this right be available only in case of material breach by the Bidder. Customer may terminate the Contract, provided the Customer has given a cure period of 30 days, and the Bidder has not rectified the breach within the cure period.	Please be guided by RFP Provisions

		of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered, and the Bidder shall be liable to LIC for any excess costs for such similar systems or Services. However, the Bidder shall continue the performance of the Contract to the extent not terminated.		
74	Clause 11.16.8	In the event of termination of the selected bidder(Bidder) due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP, end of project life 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. The terminated Bidder shall support takeover of the solution by LIC or a new Bidder selected by LIC for continuity of the project during the period of transition. This period of transition shall not exceed six months from the effective date of termination. 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.	Bidder agrees provided: 1. Scope of the exit assistance activities will be pre-determined by the parties upon mutual agreement under an exit plan. 2. Bidder will charge an additional exit assistance charges for providing exit assistance services.	The clause remains unchanged

75	Clause 11.2.1	The Bidder 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 Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated.	Bidder agrees provided that such third party claims are for infringement of their intellectual property rights arising out of use of the software provided by the Bidder only and, provided and to the extent such infringement does not result from any act or omission of Customer or third parties authorized by Customer. Rest of the losses and damages due to third party claims are covered and claimable under the contractual remedies for breach of contract by Bidder. Kindly make this amendment.	The clause remains unchanged
76	Clause 11.23	In the event of failure of the Bidder to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the LIC at its sole discretion may make alternate arrangement for getting the Services contracted with another Bidder. In such case, the LIC shall give prior notice to the existing Bidder. The existing Bidder shall continue to provide services as per the terms of contract until a 'New Service Provider' completely take s over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the LIC, at no extra cost to the LIC, for ensuring smooth switch over and continuity of services. <u>If existing Bidder is breach of this obligation, they shall be liable for paying a penalty of ` 50 Lakhs on demand to the LIC.</u>	Bidder agrees provided: 1. Scope of the exit assistance activities will be pre-determined by the parties upon mutual agreement under an exit plan. 2. Bidder will charge an additional exit assistance charges for providing exit assistance services. <u>Underlined Portion:</u> We request that the same should be deleted.	The clause remains unchanged

		<u>which may be settled from the payment of invoices for the contracted period.</u>		
77	Clause 11.35	After completion of tenure of project, if new Bidder will be selected then, current Bidder has to ensure smooth transition of operations (technical and administrative) in coordination with new Bidder, at no extra cost to LIC.	Bidder will charge an additional exit assistance charges for providing exit assistance services.	The clause remains unchanged
78	9.20. Deliverables and Timelines: page no : 77	Delivery of Software 05 Days	Request LIC to relax the Software Delivery Timeline to 4 weeks by considering the P.O and approval processes.	Please be guided by RFP Provisions
79	Clause 11.4	LIC may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay, non- performance, short performance, in services or other failure to perform its obligations under the contract, is the result of a Force Majeure. Force Majeure is defined as an event or effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder.	We request that epidemics and pandemics shall be included within the definition of force majeure. Further, we request the inclusion of the following clause: Force Majeure Event means any event or circumstance beyond a party's reasonable control including natural disasters, health crises, riots, war, terrorism, civil disorder, court order, acts or regulations of governmental bodies, labour disputes, or failures or fluctuations in electrical power or telecommunications services, and which it could not have prevented by reasonable precautions;	Please be guided by RFP Provisions
80	9.20. Deliverables and Timelines: page no : 77	Installation /Up- TCO gradation of Third Party Software (TPS) stack including Migration activity: 15 Days	Request LIC to relax the 3party stack Installation and migration for 6 weeks for 8 divisions.	Please be guided by RFP Provisions
81	Clause 11.6	The successful bidder shall indemnify, protect	Bidder agrees provided that such claims are by	The clause remains

		and save LIC from/against all claims (financial, legal and other), losses, costs, damages, expenses, action suits and other proceeding, resulting from any damage / loss to infrastructure at DC and DR sites, infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc., any claims from third party, , corporation or other entity (including LIC) attributable to the Bidder's negligence or willful default in performance or non-performance under the contract, and services provided by successful bidder.	third parties for infringement of their intellectual property rights arising out of use of the software provided by the Bidder only and, provided and to the extent such infringement does not result from any act or omission of Customer or third parties authorized by Customer. Customer would promptly notify Bidder when it is informed of any claims against it. Bidder will be entitled to sole right of defense and for settling such claims. Indemnification is the sole and exclusive right and remedy of indemnified party for the losses arising out of IPR infringement. Indemnities are provided for direct damages only and must be mutual in nature.	unchanged
82	Clause 11.7	Except in cases of criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the Bidder and used/consumed by LIC, the Supplier/Bidder shall not be liable to LIC, 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 the supplier/Bidder to pay liquidated damages to LIC and the aggregate liability of the Supplier/Bidder to LIC, whether	This clause is repeated. We request that this should be removed.	The clause remains unchanged

		under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. However it is expected that the bidder/vendor will take utmost care so as to avoid any indirect or consequential loss of damage.		
83	Clause 11.9	In the event of failure of the bidder to render the service, without prejudice to any other right LIC shall have as per this agreement, LIC at its sole discretion may make alternate arrangements for getting the services from any other source. And if LIC gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the expenses, if any incurred by LIC in availing such services from the alternative source.	Bidder's liability for costs incurred by the Customer or additional expenses will be limited upto 5% of Bidder's charges for such services.	The clause remains unchanged
84	Clause 7.8	At the end of warranty period, the contract may be renegotiated as mutually agreed by both parties. The Bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.	We request that the bidder be permitted to propose any necessary conditions and deviations in its commercial bid.	The clause remains unchanged
85	Clause 8	The successful bidder shall be required to enter into a contract/SLA with LIC, within 15 days of the award of the tender or within such extended period as may be decided by LIC along with the letter of acceptance, NDA, BG and other terms and	We request that the contract to be signed between the parties should be mutually agreed and negotiated. Accordingly, LIC will give sufficient mutually agreed time to enter into contract post down selection	Please be guided by RFP Provisions

		conditions as may be determined by LIC to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. The contract/agreement will be based on bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc. and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc. LIC reserve the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.		
86	Clause 8 Clause 9 Clause 13	. In response to this Bid by the Bidder will be deemed as consent to all the terms and conditions mentioned in this RFP along with its Annexure(s), Clarifications, if any. 9. All the terms and conditions and the contents of the RFP along with the Annexure(s), Clarifications, if any, will be contractually binding and will form part of the resulting agreement and any purchase orders, to be issued to the successful Bidder, from time to time as an outcome of this process. 13. LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP entered pursuant to the	This is not agreed. Bidder requests that certain deviations to the Contract terms be permitted and the Contract to be signed between Customer and Bidder should be a mutually acceptable agreement. Bidder submits that the response to RFP shall be deemed acceptance of the RFP terms except for such specific sections against which deviations are proposed by Bidder. Kindly confirm acceptance of this intent.	Please be guided by RFP Provisions

		RFP and may request for additional information, if required from the Bidder.		
87	Clause 9.11	The PBG will be invoked in full or part (to be decided by LIC) in any of following eventualities during the period of contract: I. The bidder fails to honor expected deliverables or part as per this RFP after issuance of PO II. Any legal action is taken against the bidder restricting its operations III. Any action taken by statutory, legal or regulatory authorities for any breach or lapses which are directly attributable to the bidder. IV. LIC incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions The PBG / part thereof may be invoked for an amount that will be decided by LIC, when the bidder backs-out of any of his obligations as per this RFP and fails to discharge their contractual obligations during the period or LIC incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.	Bidder seeks amendment that PBG be limited to 5% of annual contract value which will be renewed yearly for 5% of that year's annual contract value. Bidder requests that PBG be called upon only in the events of material breach solely attributable to Bidder under of the contract and a written notice of 30 business days to cure such breaches be given by the Customer before claims are made from the PBG. Customer shall invoke the PBG in case Bidder fails to cure the breach within such cure period of 30 business days.	Please be guided by RFP Provisions
88	Clause 9.12	LIC reserves the right to incorporate standard contract provisions and the contract shall at all times be compliant to: · "Contract Agreement for Selection of System Integrators/ Implementation Agencies" http://meity.gov.in/content/rfp-	We request that the contract to be signed between the parties shall be on a mutually agreeable basis and shall be negotiated between the parties. Further, the customer shall have the right to cancel or terminate the contract for material breach by the bidder only.	Please be guided by RFP Provisions

		standardization-model-rfps-and-guidancenotes · Provision of the CVC and GOI on procurements · General Financial Rules 2017 for contract management https://doe.gov.in/sites/default/files/GFR2017_0.pdf LIC reserves the right to incorporate standard contract provisions into any contract negotiated as a result of any proposal submitted in response to this RFP. These provisions may include such things as the normal day-to-day relationships with the Bidder, but may not substantially alter the requirements of this RFP. Further, the successful Bidder is to be aware that all material submitted in response to this RFP, as well as the RFP itself, will form a part the final contract. The selected Bidder will sign a contract with LIC to provide the items named in their responses, at the prices listed. The Contract will be subject to review throughout its term. LIC will consider cancellation of contract upon discovery that the selected Bidder is in violation of any portion of the Contract, including an inability by the Bidder to provide the products, support and/or service promised in their response.		
89	Clause 9.12	a. LIC reserves the right at the time of award of contract and during the term of the contract to vary the quantity of services and	Bidder requests that the cap on addition or deletion in quantities be limited to 10% only. Unlimited variation to quantities cannot be	The clause remains unchanged

		goods specified in the RFP without any change in unit prices or other terms and conditions. b. LIC, at all times, reserve the right to modify, include or exclude procurement of products under consideration in this RFP if it is to LIC's advantage to do so. c. LIC reserves the right to shift/divert the equipment to other locations from where they are. In such cases, the warranty / AMC shall continue to be in force at the new location and the supplier has to continue to extend his support for the same at the new location. Beyond the validity period which is mentioned above clause 9.17, LIC reserves the right to place repeat orders for additional software and services on the same terms & conditions at same prices for 5 years.	reasonably agreed as the price quotes are based on the original quantities estimated and the entire scope of services. Third party hardware or software are procured at a rate based on the current requirement and quantity estimate. So, same rates cannot be guaranteed for additional or lesser items.	
90	Clause 9.16	Detailed Service Levels & Definitions, Performance Measurements and associated Penalty Charges, Fault Reporting, Trouble Ticketing & Call Closure Procedure are applicable as mentioned in RFP. Delivery of the solution and performance of the services shall be made by the Bidder in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP/SLA/Contract. Any delay in performing the obligation /defect in performance by the	We request that delivery of solution and performance of services shall be as mutually agreed between the parties. Further we request that the customer's right to invoke the PBG or terminate the contract shall be restricted to events of material breach only.	Please be guided by RFP Provisions

		supplier may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract		
91	Clause 9.21	If any such change causes an increase or decrease in the cost of, or the time required for, the Bidders' performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this clause will be asserted within 15 days from the date of the Bidder's receipt of LIC's change order.	We request at least 30 days to make claims for adjustment.	The clause remains unchanged
92	Clause 9.25	The Bidder will: a. If requested by LIC, provide a replacement person of suitable ability and qualifications, having appropriate technical qualifications and experience equivalent or more than the replaced person, at no additional charge and at the earliest opportunity; and b. Obtain LIC's written consent prior to appointing any such replacement person. LIC may at any time request the Bidder to remove from work any of the Specified Personnel. The Bidder must promptly arrange for the removal of such Personnel and their replacement in accordance with the process outlined above in 9.25.2.	Bidder submits that for point (ii) - if the personnel are required to be replaced due to performance related issues, such issues will be mutually discussed between the parties and a remedial plan be put in place. If the remedial plan fails or the Bidder is not able to remedy the issue within the time agreed in the plan, Bidder will replace the personnel with a equivalent resource within 30 days. For any request of replacement, a notice of 60 days must be provided to the Bidder.	Please be guided by RFP Provisions
93	Clause 9.26.4	All Intellectual Property Rights in the Contract Material shall vest in LIC; to the extent that LIC	The ownership of contract material IP should be mutually discussed and agreed between the	The clause remains unchanged

		needs to use any of the Auxiliary Material provided by the Bidder to receive the full benefit of the Services (including the Contract Material), the Bidder grants to, or must obtain for, a world-wide, royalty free, perpetual, nonexclusive license to use, reproduce, adapt, modify and communicate that Auxiliary Material.	parties.	
94	9.28.2 Liquidated Damages. - Page 88	Penalties for non-adherence to the time schedule of project timelines: All activities as per agreed timelines: 1% of the total contract value of the TCO per week of delay or part thereof for the first 8 weeks. Thereafter, the rate of penalty will be 2% of the total contract value of the TCO or part thereof	The penalty cost reference should be the Transition/implementation costs . Request the same to be Penalties for non-adherence to the time schedule of project timelines: All activities as per agreed timelines: 0.5% of the Implementation value of the TCO per week of delay or part thereof for the first 8 weeks. Thereafter, the rate of penalty will be 1% of the Implementation value of the TCO or part thereof	The clause remains unchanged
95	Clause 9.26.6	The liability of the bidder, regardless of the nature of the action giving rise to such liability and in case of claims against the LIC arising out of misconduct or gross negligence of the bidder, its employees and subcontractors or through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	We request that exception to limitation of liability shall be restricted to third party claims for infringement of their intellectual property rights arising out of use of the software provided by the Bidder only and, provided and to the extent such infringement does not result from any act or omission of Customer or third parties authorized by Customer.	Please be guided by RFP Provisions
96	Clause 9.26.8	The Bidder will warrant that: a. The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and	Bidder submits that warranties related to any third party software and hardware will be as per the warranty terms of the original OEM. Any exclusions to such warranty will be applicable to Customer and if any work is done by the Bidder	The clause remains unchanged

		b. It has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause. The LIC shall not be held liable for and would be absolved of any responsibility or claim/litigation arising out of the use of any third party software or its components or modules supplied by the bidder in terms of requirements of this RFP.	for services which are excluded from warranty, they will be additionally charged to Customer	
97	Clause 9.27	To the extent permitted by applicable Laws and for the benefit of LIC, the Bidder will: a. give, where the Bidder is an individual; and b. Use its best endeavors to ensure that each of the Personnel used by the Bidder in the production or creation of the Contract Material gives, genuine consent in writing, in a form acceptable to LIC, to the use of the Contract Material for the Specified Acts, even if such use would otherwise be an infringement of their Moral Rights. c. Adding any additional content or information to the Contract Material.	Please clarify the meaning of moral rights in context of its use in this clause.	Please refer RFP sections 9.27.1 and 9.27.2
98	Clause 9.28	If the penalties are beyond 10% of the total contract value, then LIC may rescind the Contract and shall be free to get it done from some other source at the risk and costs of the Bidder. The Bidder may be debarred for applying in future assignments.	We request that the customer shall be entitled to terminate the contract for material breach only.	The clause remains unchanged
99	9.30. Fault Reporting, Trouble	LIC personnel shall notify the OEM/bidder data center HELPDESK to report a Service issue. The OEM/bidder data center HELPDESK	The Helpdesk ticketing solution will be provided by LIC, Please confirm if our understanding is correct	The details shall be shared / provided to eligible bidders.

	Ticketing and Call Closure Procedure. - Page 90	shall have a Trouble Ticket opened for LIC and LIC shall quote the Trouble Ticket Number in all future communication		
100	Clause 9.3	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/Bidder 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.	We propose that bidder shall not be liable for any any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, and there shall be no exceptions to the same. Bidder requests that the total cumulative liability of the Bidder be limited to the amount paid and payable by Customer in the last 12 months, before the event that gave rise to the liability occurs.	The clause remains unchanged
101	Clause 9.6	Offer from bidder has to be complete in all respects to comply with the specifications, whether some items are specifically mentioned or not, but required to comply with the quality, quantity and other features of the services. b. Notwithstanding the scope of work, engineering, supply and services stated in the RFP document, any equipment, item, material, services, licenses, technical data, engineering or technical services etc., which might not	Bidder will be responsible to carry out only requirements as agreed between the parties in the Contract. It is reasonably not possible for Bidder to know the current functionalities and what is envisaged by the Customer in the future. Bidder is seeking deletion of this requirement and submits that the supplies and services or scope of work will be mutually discussed and agreed in the Contract and SOW. Bidder cannot	The clause remains unchanged

		have been specifically mentioned under the scope of supply of this RFP and which are not expressly excluded from the RFP, but which are necessary for the performance of the quoted solution to comply with the specifications, will be treated to be included in the bid and will have to be provided (and /or performed) by bidder, at no extra cost to LIC.	be responsible for implied or incidental services that is not agreed in the SOW.	
102	Clause 3.15	The bidder may provide assumptions / deviations on technical only to the contents of this RFP document at the time of submission of the Bid in envelope containing the Technical Bid in the format given by LIC in second stage of RFP with Schedule of Assumptions and Deviations from RFP. It may be noted that once the assumptions / deviations are provided, the Bidder would not be allowed to withdraw the same. The Bid Evaluation Committee would evaluate and re-classify them as "material deviation" or "non-material deviation". In case of material assumption / deviation, the committee may decide to monetize their value, which has to be added to the price bid submitted by the bidder, or reject the bid, prior to announcement of technical scores. The bidders would be informed in writing on the committee's decision on the assumptions / deviations, prior to announcement of technical scores. The bidder would not be allowed to withdraw the assumptions / deviations at this stage. No	Please clarify whether the bidder can submit its deviations to the legal and commercial terms and conditions specified in the RFP document. Bidder requests that certain deviations to the Contract terms be permitted and the Contract to be signed between Customer and Bidder should be a mutually acceptable agreement. Bidder submits that the response to RFP shall be deemed acceptance of the RFP terms except for such specific sections against which deviations are proposed by Bidder. Kindly confirm acceptance of this intent.	Please be guided by RFP Provisions

		correspondence in this matter will be entertained. In case of non-material assumptions / deviations, the same would form a part of the Bid and the Contract.		
103	Clause 9.8	The Bidder 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. While providing services to LIC for this particular assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment.	Please clarify what types of conflict of interests are envisaged. Please clarify what assignments are envisaged which will result in conflict. Does this mean bidder will not able to participate in future RFPs of LIC	The clause remains unchanged
104	Clause 9.9	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.	Bidder agrees provided: 1. Scope of the exit assistance activities will be pre-determined by the parties upon mutual agreement under an exit plan. 2. Bidder will charge an additional exit assistance charges for providing exit assistance services. We request that the customer shall have the right to invoke a PBG only for material breach	The clause remains unchanged

		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	by the bidder.	
105	Compliance Statement	We hereby undertake and agree to abide by all the terms and conditions stipulated by the CORPORATION in the RFP document REF: LIC/CO/IT-SD/EFEAP-NEXT/SOFTWARE-STACKUPGRADATION/20-21/01 Dated: 20/11/2020.	Bidder requests that certain deviations to the Contract terms be permitted and the Contract to be signed between Customer and Bidder should be a mutually acceptable agreement. Bidder submits that the response to RFP shall be deemed acceptance of the RFP terms except for such specific sections against which deviations are proposed by Bidder. Kindly confirm acceptance of this intent.	Please be guided by RFP Provisions
106	Page 33 , Point 5	Prompt support shall be made available as desired in the RFP during the support period at the locations as and when required by LIC.	Please provide the list of location details where the support is sought .	The details shall be shared / provided to eligible bidders.
107	Page 33 , Point 7	All product updates, upgrades and Patches, solution to the observed VA&PT be provided by the Bidder/Vendor at no extra cost during warranty and AMC/ATS period.	Please Confirm our understanding that LIC will run the VAPT scanning exercise bi-annually and the identified Observations will be remediated by the successful bidder and Bidder need not to factor any VAPT Scanning solution.	Yes VAPT will be conducted by a third party, Bidder has to provide assistance in resolving the observations.

108	Section 10 & Page No. 93	SLA - Penalties	The overall penalty including the penalties mentioned under section 5.1.3 Terms & conditions of proposed Onsite engineer & section 10 - SERVICE LEVEL AGREEMENT shall not exceed 5% of the monthly billing.	The provisions/conditions shall be shared / provided with eligible bidders during 2 nd stage of bid process.
109	Section 11.16 & Page No. 109 Section 11.16.2 & Page No. 111	The successful bidder acknowledges and agrees that timely performance of all obligations is essence of contract. In case of any delay, under or nonperformance is not cured by the successful bidder within time limit given in this RFP 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) LIC may terminate/cancel the contract by giving one month's notice, without assigning any reason. Notwithstanding what has been stated this RFP LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part if the Bidder fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Bidder fails to perform any other obligation(s) under the Contract.	In case of termination for default LIC shall give 90 days written notice along with 30 days cure period.	The clause remains unchanged
110	Section 11.16.1 & Page No.	Termination and reduction for convenience. LIC may, at any time, by a prior	Request for deletion of this clause as bank already have right to terminate for default and	The clause remains unchanged

	110	written notice of 30 days, terminate the contractor and / or reduce the scope of the Services.	levy respective penalties.	
111	Section 11.16.2 & Page No. 111	In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered, and the Bidder shall be liable to LIC for any excess costs for such similar systems or Services. However, the Bidder shall continue the performance of the Contract to the extent not terminated.	The liability of DXC shall be limited to incremental costs not more than 10% of the value of delayed/defaulted deliverables.	The clause remains unchanged
112	Section 11.16.8 & Page No. 112 Section 11.35 & Page No. 121	Consequences of Termination of the Selected Bidder After completion of tenure of project, if new Bidder will be selected then, current Bidder has to ensure smooth transition of operations (technical and administrative) in coordination with new Bidder, at no extra cost to LIC.	The plan for reverse transition shall be mutually discussed and agreed upon between both the parties at mutually agreed price.	Please be guided by RFP Provisions
113	Section 11.4 & Page No. 100	Force Majeure Clause- LIC may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay, non- performance, short performance, in services or other failure to perform its obligations under the contract, is the result of a Force Majeure.	Force Majeure Clause- LIC must consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay, non- performance, short performance, in services or other failure to perform its obligations under the contract, is the result of a Force Majeure.	Please be guided by RFP Provisions
114	Section 11.5.4 & Page No. 101	Notwithstanding the above, the decision of LIC shall be final and binding on the Bidder.	Should be mutually discussed and agreed upon between both the parties.	The clause remains unchanged

115	section 3.22. Bid Validity Period: Page no 38	Bids shall remain valid for 240 days after the date of Online Reverse Auction (ORA) prescribed by LIC, in the Activity Schedule	Request LIC to relax the validity of BID for 180 days from date of online reverse Auction(ORA) . 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 Justification: The OEM /ISVs commercial may have validity normally for 30 days and on request it can be for maximum duration of 6 months days.	The clause remains unchanged
116	Section 7.8, Page 61	The Final evaluation of the Bidder will be based on Online Reverse Auction	If LIC wants to execute the project in Agile/DevSecOps method, on what basis will you consider L1, as Agile/DevSecOps methodology will have no constraints on scope and the LIC business/product owners can get the products developed based on their priorities. Is L1 only for budgetary purpose, if you are looking for Agile/DevSecOps?	The details shall be shared / provided to eligible bidders.
117	Section 9.11 & Page No. 72	Performance Bank Guarantee (PBG): An unconditional and irrevocable Performance Bank Guarantee (from a scheduled/nationalized Bank and having Branches in Mumbai) (as per Annexure-12) to the tune of 10% of the Grand Total Cost/TCO, shall be submitted by the selected Bidder, for the equipment(s) supplied/ Services offered against this RFP.	1. The total performance guarantee (PBG) at any given point of time shall not exceed 5% the contract value. 2. Customer shall invoke the PBG only on occurrence of material breach and after providing 30 days cure period to the bidder to rectify the material breach for which the PBG is sought to be invoked.	The clause remains unchanged
118	Section 9.12 & Page No. 74	LIC reserves the right to incorporate standard contract provisions (a) LIC reserves the right at the time of award	We request LIC is give us fix commitment in terms of scope and volumes basis which we can submit our best price.	The clause remains unchanged

		of contract and during the term of the contract to vary the quantity of services and goods specified in the RFP without any change in unit prices or other terms and conditions. (b) LIC, at all times, reserve the right to modify, include or exclude procurement of products under consideration in this RFP if it is to LIC's advantage to do so.		
119	Section 9.15.7 & Page No. 76 Section 9.19 & Page No. 77	No price variation relating to increases in Government levies/ taxes/ cess/ customs duty & excise duty including any newly introduced taxes shall be permitted. Prices payable to the Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges etc.	Increase in price due to change in government tax laws shall be passed on to the LIC.	Please be guided by RFP Provisions
120	Section 9.18 & Page No. 76	Beyond the validity period which is mentioned above clause 9.17, LIC reserves the right to place repeat orders for additional software and services on the same terms & conditions at same prices for 5 years LIC also reserves the right to negotiate rates of stray future requirements (which were not anticipated and which are not listed in the current Tender specifications) that may be required to be procured and installed within/along with the equipment(s) being purchased through this tender. Basis of the negotiations will be the	Any repeat order shall be at mutually agreed price and Terms & Conditions.	Please be guided by RFP Provisions

		list-price of the equipment/component/software/licenses/services and the discounts etc. generally offered to LIC by the Bidder.		
121	page no 45 : 4.1 Highlevel Scope of work Point 11	The bidder to ensure that during the migration period the upgraded TPS stack should be able to communicate with older TPS stack seamlessly and without any business implications and disruption during transit period of upgradation and migration.	Please clarify whether the Co-existence of Old TPS stack and new TPS stack is expected with necessary data flow intact across the environment as-is in current Application ecosystem.	Yes, co-existence is required for data flow across different setups.
122	page no 46 : 4.1 Highlevel Scope of work Point 17	The bidder to ensure that the proposed software solution to be compliant with latest security requirements as laid by regulators and to resolve vulnerability assessment/penetration test/Application Audit Observation points.	Please clarify what are the security compliances should be catered /expected as part of proposed solution Example 1. PCI DSS 2. HIPAA 3. FISMA 4. CIS	Details sought shall be provided during second stage of bid process to shortlisted bidders only.
123	Section 9.20 & Page No. 78	In case of cancellation of orders due to delay in deliveries/ installations, besides the penalty charged, the concerned bidder may also be disallowed/debarred to participate in future RFPs as decided by LIC, period of which may extend up to three years. However, in all such cases LIC will take a decision and LIC's decision will be final and binding on the bidder.	Request for deletion of this clause.	The clause remains unchanged
124	Section 9.28.2 & Page No. 88	Liquidated Damages- Penalties for non-adherence to the time schedule of project timelines: All activities as per agreed timelines: 1% of the total contract value of the TCO per week of delay or part thereof for the first 8	Penalty for delay in delivery / installation / upgradation should be applicable only in the event of delay in delivery solely attributable to the Bidder and should be computed at the rate of 0.5% of the value of the affected service or	The clause remains unchanged

		weeks. Thereafter, the rate of penalty will be 2% of the total contract value of the TCO or part thereof. If the penalties are beyond 10% of the total contract value, then LIC may rescind the Contract and shall be free to get it done from some other source at the risk and costs of the Bidder. The Bidder may be debarred for applying in future assignments.	product per week subject to the maximum of 5% of the value of affected service or product. There should not be any duplication / cascading effect of penalty.	
125	Section 9.28.4 & Page No. 89	Due Date for Payment -LIC will make payment of a correctly rendered invoice on undisputed work within 30 working days after receiving the invoice.	Due Date for Payment -LIC will make payment of a correctly rendered invoice on undisputed work within 30 calendar days from the date of invoice.	The clause remains unchanged
126	Section 9.9 & Page No. 72	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.	The plan for reverse transition shall be mutually discussed and agreed upon between both the parties at mutually agreed price.	Please be guided by RFP Provisions
127	Table-2: Penalties regarding	If the candidate engineer called for interview is not found to be suitable, Bidder will have to	This clause is applicable only in case of any resource replacement/attrition. Please confirm. Also request the penalty to be changed to " @	The clause remains unchanged

	support engineers at central office, Mumbai	provide an alternate candidate within a period of 7 days. If not provided, then penalty will be imposed till the candidate is provided. Additionally, if the second candidate is not found suitable, and fails then penalty will be imposed till the selection and deputation of the subsequent support engineer.	2% per day of the engineer's monthly rate approved by LIC	
128	General	This RFP document along with its Annexure/Appendices/ clarifications/addenda/corrigenda states the terms and conditions of this RFP. 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/ corrigendum(s) issued, if any, will be contractually binding on the bidders and no separate agreement shall be entered into with the Selected Bidder. All the terms and conditions and the contents of the RFP along with the Annexure(s), clarifications/ corrigendum(s) issued will form the part of the purchase orders/any resulting contracts, to be issued to the selected Bidder from time to time as an outcome of this RFP Process.	Bidder requests that certain deviations to the Contract terms be permitted and the Contract to be signed between Customer and Bidder should be a mutually acceptable agreement. Bidder submits that the response to RFP shall be deemed acceptance of the RFP terms except for such specific sections against which deviations are proposed by Bidder. Kindly confirm acceptance of this intent.	Please be guided by RFP Provisions
129	General	We hereby accept all the Term & Conditions of the RFP and extend Quality Assurance for a	Bidder requests that certain deviations to the Contract terms be permitted and the Contract	Please be guided by RFP Provisions

		period of Five years from the date of installation as per the terms and conditions stated in the RFP document referred above. We further hereby undertake that the services agreed as per SLA as per the terms and conditions of the RFP and subsequent contract will be available for a period of Five years and further extendable by 2 years.	to be signed between Customer and Bidder should be a mutually acceptable agreement. Bidder submits that the response to RFP shall be deemed acceptance of the RFP terms except for such specific sections against which deviations are proposed by Bidder. Kindly confirm acceptance of this intent.	
130	Section 9.28 & Page No. 86	Payment Terms	Hardware / Software - 100% payment shall be made on delivery. ATS & AMC - Payment shall be made on yearly in advance basis. Run Support - Payment shall be made within 30 days from the date of invoice. Implementation / Installation / Upgradation etc. - Payment shall be made basis mutually agreed milestones. All payments shall be released within 30 days from the date of invoice. In case of delay or default in making payments, DXC shall have right to charge interest @ 2% per month and suspend the services / terminate the contract.	Please refer the corrigendum-V
131	Section 9.28 & Page No. 86	LIC reserves the right to temporarily withhold payments and impose penalty, if bidder is not meeting the SLA and T &C during that period..	Request for deletion of this clause, as LIC already have the right to impose the respective penalty for any default.	The clause remains unchanged
132	Timelines and penalties: page no 78	After the completion of successful pilot and go ahead instructions from LIC, the Bidder will start the upgradation/replacement/migration of OS and software stack in all the remaining DCs and must complete the same in 60 days	Recquest LIC to consider the following This is very aggressive timeline by considering the Number of Environments , DC , Co-loDR and , DR at LIC etc.. As well as business downtime to carry out this migration for 125	The clause remains unchanged

			divisions . Request LIC to consider 2 weeks per 8 division and total of 32 weeks rather than 60 weeks.	
133	Clause 11.34	The selected Bidder should undertake to implement the observation/recommendations of LIC of India's IS-Audit, Security Audit team or any other audit conducted by LIC of India or external agencies and any escalations in cost on this account will not be Please be guided by RFP Provisions by LIC.	Bidder submits that audits will be conducted not more than once an year, and at prior written notice. Bidder may impose reasonable confidentiality restrictions on the auditors to protect its and its other customers' confidential information. If third party auditors are appointed, they will be non-competitors of the Bidder or with the consent of the Bidder. Rectification obligations will be mutually agreed between the parties depending on the audit results.	The third party auditors are already on panel of LIC. The audits are being conducted yearly basis with prior written notice.
134	Clause 3.14.2	All professional services necessary to successfully implement the proposed Software Solution will be part of the RFP/contract. These services include but are not limited to Project Management, Training, Deployment methodologies etc.	We understand that this will be restricted to the agreed scope between both the parties	Please be guided by RFP Provisions
135	Section 9.20 & Page No. 77	Penalty for delay in Delivery & Installation / Upgradation- Penalty @ 0.5% of TCO for delay up to 15 days and then @ 1.0% of TCO. Maximum penalty @ 10% of TCO. This pilot activity in one DC/division should be completed within a period of 50 days from the date of intimation of go ahead by LIC. Beyond this period of 50 days any additional day will incur a penalty of 0.05 % of the TCO. Penalty @0.05% of the TCO in the commercials	Penalty for delay in delivery / installation / upgradation should be applicable only in the event of delay in delivery solely attributable to the Bidder and should be computed at the rate of 0.5% of the value of the affected service or product per week subject to the maximum of 5% of the value of affected service or product. There should not be any duplication / cascading effect of penalty.	The clause remains unchanged

		X (Number of DCs/divisions remaining for upgradation & migration / Total Number of DCs/divisions to be upgraded & migrated) will be charged per day in case of delay beyond the period of 60 days.		
136	10.3 Page No 95	Monitoring Window & Working Hour Window	Bidder requests LIC to clarify as the L2 resources are request only for 2 shifts	Please be guided by RFP Provisions
137	5.1 Page No 50	visit the COLO centers and Far DR	Since L2 resources are based in Mumbai, they can attend to issues remotely from LIC Premise. Hence bidder requests LIC to consider removing the clause	Please be guided by RFP Provisions
138	Annexure-3 ELIGIBILITY CRITERIA point 10 Page No 136	Expert Profile	If TIBCO Rendezvous is not part of the scope , bidder requests LIC to elaborate on the need of TIBCO Rendezvous resource	Integration requirement of the upgraded TPS will be there with TIBCO Bidder need to ensure proposed new solution is integrated with TIBCO components
139	Annexure-3 ELIGIBILITY CRITERIA point 7 Page No 135	Bidder must have implemented minimum of 3 project of similar nature of software upgrade/migration in India, on a turn-key basis in the last 5 financial year of value 25 crores each. At least one among these should be from Government Departments/PSU/BFSI sector companies.	Bidder request for following change: Bidder must have implemented minimum of 2 project of similar nature of software upgrade/migration in India, on a turn-key basis in the last 5 financial year of value 25 crores each. At least one among these should be from Government Departments/PSU/BFSI sector companies.	Please be guided by RFP Provisions
140	5.1.1 (a) Page No 50	Onsite Engineer	Bidder requests LIC to provide option for remote expertise to be leveraged along side Onsite Expertise	Please be guided by RFP Provisions

141	5.1.3 , 5.4 Page No 51, 53	proposed onsite engineer	Bidder requests LIC to allow onsite/remote due to the pandemic situation and also the COBOL resources are limited and can't be made available onsite	Please be guided by RFP Provisions
142	2.2 Point 2 Page No 13	Existing eFEAP	Bidder requests LIC to provide detailed application stack information for eFEAP supporting applications like DOMIS, EPS1,CBS etc., with correct number of instances to be migrated	The details shall be shared / provided to eligible bidders.
143	2.2 Point 2 Page No 13	Existing eFEAP	Bidder requests the following details: 1) Kindly provide detailed information individual CO-LO and Cluster wise sizing in terms of no of Cores / vCPU's, peak and sustained Transactions per second (TPS) , concurrent users for each stack software component per DO location. 2) What is the annualized growth LIC expects over the project term 3) Kindly provide detailed current deployment architecture of the overall components one DO in a COLO environment	The details shall be shared / provided to eligible bidders.
144	2.2 Point 3e Page No 14	TIBCO rendezvous	Bidder requests LIC to confirm if Tibco Rendezvous is in scope to be replaced/upgrade with another messaging service as there is no mention of replace/upgrade of TIBCO Rendezvous in SoW section 4.2 on page 48.	TIBCO upgradation is not in the scope of this RFP
145	2.2 Point 6 Page No 15	RHEL, Glass fish, MFSSOA COBOL, TIBCO and MYSQL licenses are available with LIC.	LIC has mentioned in RFP that LIC already has licences of TPS software in the current stack. Basis this Bidder requests following clarification: 1) Does existing liceses and contracts with OEM Vendors cover version upgrade support. If Yes, please provide details of existing license and contracts with OEM's.	1) Yes existing licenses include version upgrade. 2) Yes existing licenses can be reused

			2) Can the bidder re-use these existing licenses and contracts for existing product license and support agreements with respective OEM Vendors to optimize the bid TCO for LIC.	
146	10 SLA, Point 6(I) and Annexure-14, Point 6 (I) Page No 93, 154	Perpetual Licenses	Bidder requests LIC to modify Perpetual License / Subscription as applicable and LIC needs to restrict the unlimited software entitlement restricted to eFEAP application landscape only, with defining the upper limit to be capped for example at 10 -20% of current capacity	Please be guided by RFP Provisions
147	3.14.2 Point 11 Page No 33	License Count	Bidder requests LIC to provide Clusterwise - Socket / Core count for APP/WEB and DB Cluster for individual COLO and LIC Premise	The details shall be shared / provided to eligible bidders.
148	3.14.2 Point 12 Page 33	end of support dates	Bidder submits that bidder would inform LIC of any end of support dates with respect to products within a reasonable time period.	Please be guided by RFP Provisions
149	3.14.2 Point 6 & 8 Page no 33	Patch Implementation and Maintenance	Bidder understands that bidder shall provide patches/ upgrades/ updates for products supplied as per the purchase order.	The details shall be shared / provided to eligible bidders.
150	3.14.2 Point 9 &10 Page No 33	VAPT	Bidder requests LIC to confirm the frequency of such activity in a contract year	frequency is once a year
151	3.14.2 Point 9 &10; 4.1 Point 17 &18 Page 33, 46	VAPT	Bidder understands that LIC's appointed agent will conduct VAPT testing and the required remediation shall be done by Bidder	VAPT will be conducted by a third party, Bidder has to provide assistance in resolving the observations.
152	3.7 Point 10 and 7.2 Point 5 Page No 18, 57	POC	Bidder requests LIC to define Scope of POC, success criteria and timelines	The details shall be shared / provided to eligible bidders.

153	11.6 Page No 101	Indemnity	Bidder requests that all indemnities be limited to any third party claims only. For any party-party claims, LIC has other recourse under the RFP.	Please be guided by RFP Provisions
154	11.6 Page No 109	Termination	Bidder requests that a cure period of at least 30 days be provided prior to termination under this clause. Further, LIC will pay for all goods and services delivered till the effective date of termination.	Please be guided by RFP Provisions
155	11.6.1 Page No 110	reduction for convenience	Bidder submits that a notice period of at least 90 days be provided in the event of termination for convenience. Further, LIC will pay for all goods and services delivered till the effective date of termination. Any reduction in the scope of the work shall be as per mutual agreement.	The clause remains unchanged
156	11.6.2 Page No 111	Termination by LIC for default	Bidder submits that a cure period of at least 30 days be provided prior to termination under this clause. Further, LIC will pay for all goods and services delivered till the effective date of termination. Furthermore, the risk purchase be capped at 10% of the TCV.	Please be guided by RFP Provisions
157	11.9 Page No 103	And if LIC gives a prior notice to the service provider before availing such service from any other alternative source	Bidder requests limiting the risk purchase to 10% of the TCV.	The clause remains unchanged
158	4.1 Point 11 Page No 45	communicate with older TPS stack	Bidder requests clarity from LIC on this point	During migration some DCs will be in older stack and some will be upgraded stack. There should be seamless integration

				between these two stack.
159	3.12 Page No24	EMD	Bidder submits that the EMD be valid for a period of 6 months from the date of opening of the eligibility bid.	Please be guided by RFP Provisions
160	4.1 Point 11 Page No 45	communicate with older TPS stack	For seamless migration/upgradation bidder recommends that LIC shall consider having a test environment for releasing the new stack to the production	The details shall be shared / provided to eligible bidders during 2nd stage of bid process
161	4.1 Point 13 Page No 45	responsibility lies with the bidder	This contradicts with 4.1 Point 7 & 8. Bidder requests LIC to clarify if the Bidder scope is only to facilitate with respective OEM and LIC for Code change or is expected to perform the code change as part of Migration ?	Bidder has to provide support and guidance for configuration and other code modifications, actual code modification will be done by LIC.
162	4.1 Point 14 Page No 45	Test Plans	Bidder understands LIC will create/conduct tests and Bidder need to support LIC in UAT	Please be guided by RFP Provisions
163	4.1 Point 15 Page No 46	Log Mangement	Bidder requests LIC to provide more details on the current Log Management system available at LIC	Log management system SIEM being used to archive the logs generated from eFEAP systems. More details will be shared at 2nd stage of bid process to shortlisted
164	4.1 Point 16 &	technical support post implementation	Bidder understands that bidder shall provide	Bidder has to

	19 & 23 Page No 46, 47		support only for components supplied by Bidder	provide support for all the TPS Stack of eFeap application
165	4.1 Point 19 Page No 46	Patch Management	Bidder requests LIC to provide more details on the current patch operations and management process followed by LIC.	The details shall be shared / provided to eligible bidders during 2nd stage of bid process
166	3.22 Page No 37	Bid Validity period	Bidder requests Bid to remain valid 180 days after the Reverse Auction	Please be guided by RFP Provisions
167	4.1 Point 2 Page No 44	The bidder should be involved to audit the deployed solution and submit a report indicating compliance to best practices	Bidder requests LIC to confirm whether it is Bidder or OEM to validate the solution for best practice deployment	Bidder has to validate the solution , in accordance with guidelines from OEM
168	4.1 Point 24 Page No 47	multilingual implementation	Bidder requests LIC to specify the Multilingual requirement on list of languages to be supported and on what TPS stack	The details shall be shared / provided to eligible bidders during 2nd stage of bid process
169	3.9 Page No 21	Subcontracting	Bidder requests that subcontracting be permitted with prior written consent of LIC.	subcontracting is not allowed, Please refer the corrigendum-V
170	4.1 Point 26 Page No 47	tools & scripts	Bidder understands that this shall require detailed study of environment and requests LIC to include this timeline as part of project phase and respective commercial line item for the same.	The details shall be shared / provided to eligible bidders during 2nd stage of bid process
171	4.1 Point 27 Page No 47	DR Automation	Q1 : Request LIC to specify the tools used for DR Automation and	The details shall be shared / provided

			Q2 : the scope of ownership chart between Bidder and LIC + existing partner who is managing the environment	to eligible bidders.
172	3.9 Page No 22	copy of partner agreement	The contract between OEM and bidder is not a public document and hence Bidder requests LIC to modify this clause to provide self-declaration and or MAF	Please refer the corrigendum-V
173	4.1 Point 31 Page No 48	Modernization Process	Bidder requests LIC to elaborate on the scope of Modernization. Does it imply moving the new set-up to a Modern Approach like Microservices based architecture?	The details shall be shared / provided to eligible bidders.
174	4.1 Point 4 & 9 Page No 44	The compatibility between the Hardware and each of the components of the TPS stack must be ensured by the bidder.	Bidders understands that the compatibility between Hardware and proposed solution is applicable only for components supplied by bidder. Request LIC to provide details on HCI solution and Hypervisor details including the deployed version	The details shall be shared / provided to eligible bidders.
175	4.1 Point 4 Page No 44	The Bidder has to study the existing infrastructure, inter dependency of each TPS stack and identify the latest compatible version for each of the components in the existing TPS stack	Bidder understands that this possibly requires information as requested in Point No 2 (mentioned in the above query) and also source code scanning, request LIC to consider providing adequate timeline for this activity	Please be guided by RFP Provisions
176	4.1 Point 6 Page No 45	performance criteria	Request LIC to baseline performance criteria for migrated solution	The details shall be shared / provided to eligible bidders.
177	4.1 Point 7 & 8 Page No 45	Suggest/guide/help and minimal code changes	It is normally recommended to perform Code scanning before the migration to minimize the risk during migration. Bidder requests LIC to consider code scanning and include required timeline and costing as pre-planning activity for migration	The details shall be shared / provided to eligible bidders.

178	4.2 & 5.1.1.(B) Page No 48, 51	Products, Software skills	Middleware TIBCO is not mentioned in this section, bidder requests LIC to clarify on the scope of services of Middleware	TIBCO upgradation is not in the scope of this RFP
179	4.2 Point 2 Page No 48	MF COBOL	Bidder requests LIC to clarify that Physical Load Balancer shall be provided by LIC to replace the ELCS functionality	The details shall be shared / provided to eligible bidders. However bidder needs to propose suitable software alternative
180	4.2 Page No 48	Products	Bidder requests LIC to clarify what products will be provided and what needs to be supplied as part of proposal	The details shall be shared / provided to eligible bidders.
181	5.1 Page No 50	Monitoring and Management	Bidder requests LIC to clarify what Monitoring and Management tool is currently deployed in LIC, this is required to check the supportability of proposed solution	The details shall be shared / provided to eligible bidders.
182	8 Page No 66	15 days of the award of the tender	Bidder understands that the agreement will be executed on mutually agreed terms and any delay in executing due to negotiations between the parties shall not account towards the 15 days.	Please be guided by RFP Provisions
183	5.1 Page No 50	competency of the resources	Bidder requests LIC to clarify if this applies only to new software components that are proposed	Please be guided by RFP Provisions
184	5.1.4 (a) Page No 52	management software	Bidder requests LIC to provide details of management software currently being used to check and validate the compatibility	The details shall be shared / provided to eligible bidders.
185	9.11 (e) Page No 73	entire amount if the Bidder	Bidder submits that PBG shall be forfeited towards actual damages incurred by LIC. The entire amount shall not automatically stand forfeited.	Please be guided by RFP Provisions
186	9.11 , 9.12	he PBG should be valid for the period 63	Bidder understands that the agreement will be	Please be guided by

	Page No 73 & 74	month	renewed on mutually agreed terms and inability to renew for any reason whatsoever shall not result in forfeiture of PBG or any other liability whatsoever.	RFP Provisions
187	9.14 Page No 75	support will be for 5 years extendable to 2 years	Bidder requests LIC to specify the scope post migration	The details shall be shared / provided to eligible bidders.
188	9.17 & 9.18 Page No 76	Approved rated	Prices for Products and services shall be valid 6 months of the contract signing. Any additional requests will follow a CR process with the prevailing rates.	Please be guided by RFP Provisions
189	9.17 Page No 76	Approved rated	Bidder submits that any order for additional quantities shall be as per mutually agreed terms, including pricing.	Please be guided by RFP Provisions
190	7.3 Page No 58	POC	Bidder requests LIC to clarify if POC involves complete source source remediation and full data migration	The details shall be shared / provided to eligible bidders.
191	7.3 Page No 58	will be shared at stage 2	Bidder requests LIC to delete this clause as Stage-2 (technical bid) is post successful POC/POS	Please be guided by RFP Provisions
192	9.19 Page No 77	adjustment during performance of the Contract,	Bidder submits that any change in price due to reasons beyond our control will be mutually agreed between the parties.	Please be guided by RFP Provisions
193	9.20 Page No 77	Timelines	Bidder requests that the timelines and scope of activities have to be redefined post successful POC (Typical addition could be design and planning stage, Testing and UAT)	Please be guided by RFP Provisions
194	9.20 Page No 77	Penalty	Bidder requests that the penalty be capped at 10% of the delayed deliverables.	Please be guided by RFP Provisions
195	9.20 Page No 78	Primary site & NDR in COLO center and two Far DR CO-LOCATIONS sites (inc	Bidder requests LIC to provide clear Roles and Responsibilities to ensure seamless working with existing partner., for example (1)	The details shall be shared / provided to eligible bidders.

			Backup/recovery and data protection of migrated system (2) DR Configuration for the migrated system (3) Monitoring, Management	
196	9.20 Page No 78	Migration	Bidder understands that Migration will be only for Primary site and other site(s) will be a replica copy of the primary site, this clearly has dependency on LIC / 3rd Party managing the Infrastructre and replications tools. Basis this Bidder requests for following clarification: 1) Bidder requests LIC to provide clarity on replication mechanism and mangement tool available for completing this deliverable and 2) Bidder requests LIC to provide clear roles & responsibilities as the tool is owned by LIC and managed by 3rd Party	The details shall be shared / provided to eligible bidders.
197	9.28 (a) Page No 85	Payment Terms	Bidder understands that for services of engineer/s appointed, the payment shall be made at the end of each Month	Please be guided by RFP Provisions
198	9.28 (b), 9.28.4 Page No 86, 89	settle all payments within 30 day	Bidder submit that all payments be made within 30 days from the date of the invoice.	Please be guided by RFP Provisions
199	9.28 (e) Page No 85	Payment Terms	Bidder requests for deletion of "then observing the division for a full cycle of one month as per timelines mentioned in 9.20" as this could be done limited to pilot location only and payment of 100% for respective DO on completion of Go-Live	Please be guided by RFP Provisions
200	9.28 (g) Page No 85	Payment Terms	Bidder requests for payment of software cost at 100% on delivery	Please refer the corrigendum-V
201	9.28 (t) Page No 88	he Amount against Penalties	Bidder understands that this clause is limited to recovery from payments due under this RFP only.	Please be guided by RFP Provisions

202	9.28 Page No 85	Payment Terms	Bidder request separate Payment milestone for training- to be paid on completion of training at each site.	The details shall be shared / provided to eligible bidders.
203	9.28 Page No 86	Standalone instances	Bidder request LIC to provide List of standalone instance and application stack for the same	The details shall be shared / provided to eligible bidders.
204	9.28 Page No 86	Payment Terms	The statement is contradictory to Section 9.19. Placing of Orders. Where LIC has defined "Total cost of Software Solution with support (warranty and AMC/ATS, if desired) would be the Total Cost of Ownership (TCO) and has to be quoted in commercial Bid." Bidder requests LIC to clarify on this clause. Secondly, kindly define the significance of per division TCO.	The details shall be shared / provided to eligible bidders.
205	9.28 Page No 87	withhold payments and impose penalty	Bidder requests deletion of withholding rights as LIC has the right to recover penalties.	Please be guided by RFP Provisions
206	9.28.2 Page No 89	penalty for non-adherence	Bidder requests that the liquidated damages be capped at 10% of the delayed portion of the deliverables.	The clause remains unchanged
207	9.28.2 Page No 89	penalties are beyond 10% of the total contract value,	Bidder requests that a cure period be provided prior to termination of the contract. Further, we request limiting the risk purchase to 10% of the TCV.	The clause remains unchanged
208	9.30 (a), 10.1 Page No 90, 94	The OEM/bidder data center HELPDESK shall have a Trouble Ticket	Bidder requests LIC to confirm if separate tool for Helpdesk is required and do we need to deploy helpdesk resources, if so how many and what location	The details shall be shared / provided to eligible bidders.
209	General Query Page No 36	75% Marking	Bidder requests LIC to provide marking criteria for the solution	The details shall be shared / provided to eligible bidders.
210	Point 27 and	Material Deviation	Bidder requests LIC to relax this provision and	The clause remains

	3.15 Page No 31, 35		allow us to submit assumption/deviations to material terms of the RFP.	unchanged
211	Point 2 & 4.1 Point 15 Page No 34 and 45	System monitoring, log maintenance	Bidder requests LIC to confirm the monitoring and log maintenance tool deployed at LIC to which the proposed solution need to integrate.	Log management system SIEM being used to archive the logs generated from eFEAP systems. More details will be shared at 2nd stage of bid process to shortlisted
212	Point 6 Page No 34	System breakdown	Bidder requests LIC to provide clear Roles and Responsibilities to ensure seamless working with 3rd Party service provider managing eFEAP deployment Q1 : R &R for Backup/recovery and data protection of migrated system Q2 : DR Configuration for the migrated system Q3 : Monitoring, Management and Log Maintenance and Q4: VM Provisioning on existing system	The details shall be shared / provided to eligible bidders.
213	Point 6(I) Page No 93	Perpetual Licenses	For Developer licenses bidder requests LIC to share the count of existing developer & resource rampup likely to happen considering the span of next 5 years.	The details shall be shared / provided to eligible bidders.
214	Point 6(I) Page No 93	Source Code	The product source code shall be IP of respective OEMs which cannot be shared. Bidder may share the source code for any developed/customized scripts prepared specific to LIC eFEAP project.	Please be guided by RFP Provisions
215	10.6	There will be an overall penalty cap of 10%	Bidder requests that all service level penalties	The clause remains

	Page No 97		are cumulatively capped at 10% of the monthly amount payable by LIC under this RFP.	unchanged
216	11.12	Confidentiality and privacy Violation of NDA will lead to forfeiture of performance Bank guarantee and additionally will lead to legal action and blacklisting.	Bidder seeks to refer any breach to dispute resolution process and consider encashing the PBG only to the extend the dispute resolution process deems this fit. This is to ensure that there is no unilateral decision being made by LIC in case of a purported breach unless proven in a court of law. Also, Bidder requests LIC to treat any information shared the Bidder as confidential and use the same level of safeguards as provided under this clause. Please confirm.	The clause remains unchanged
217	Final Evaluation (dd) - 7.8 & 64	) The successful bidder is required to provide price breakup in Annexure-7 within 48 hours of conclusion of the Online Reverse Auction in the same proportion as indicated in the quoted commercial bid	Will bidder EMD be disqualified if there is delay in the providing the same	Please be guided by RFP Provisions
218	Appointment of Onsite L2 Engineers at Central Office SDC, Mumbai - 5.1 & 50	The manpower requirement mentioned above is minimum to be provisioned by the bidder. However the number and competency of the resources should be adequate to handle the support required as per the scope of the RFP. In case the same is found inadequate, resource supports should be increased without any additional cost to LIC to ensure smooth and efficient support and compliance to RFP conditions and SLA as per RFP.	Bidder request that for any additional manpower, the same shall be at mutually agreed rates	Please be guided by RFP Provisions
219	Final Evaluation (j) - 7.8 & 61	The bidder with the L1 Quote, post the Online Reverse Auction and Commercial evaluation will be declared L1 Bidder. However, if the prices discovered as a part of the Online	Bidder request to clarify whether EMD be forfeited if the bidder disagree to reduce the price further	Please be guided by RFP Provisions

		Reverse Auction are felt to be unrealistic for the products offered or beyond LICs budget estimates, to give a fair chance to the bidder, LIC shall call the bidder along with the OEM for a price negotiation. Post this only, the commercial bid process will be termed as complete		
220	11.15	Security	If any additional security requirements are notified by LIC or issued by any regulatory post submission of the Bidder' bid, Bidder reserves the right to revise the commercials. Please confirm.	The clause remains unchanged
221	11.16	Termination	Bidder requests the following: a) LIC may terminate the contract only in case of a material breach by the Bidder which remains uncured even after a notice of 30 days. In case of such termination, Bidder shall be paid for all the services and goods delivered up to the effective date of termination; b) Bidder seeks to clarify that LIC's failure to make payments within due date as provided under the contract amounts to a material breach giving Bidder the right to terminate the contract; c) Bidder requests deletion of LIC's right to terminate for convenience; d) Any incremental costs incurred by LIC in procuring services from an alternative source upon termination of the contract (due to default by the Bidder) shall be claimed as damages from the Bidder subject to the liability cap as agreed in the contract;	The clause remains unchanged

222	Repeat Orders - 9.18 & 76	Beyond the validity period which is mentioned above clause 9.17, LIC reserves the right to place repeat orders for additional software and services on the same terms & conditions at same prices for 5 years LIC also reserves the right to negotiate rates of stray future requirements (which were not anticipated and which are not listed in the current Tender specifications) that may be required to be procured and installed within/along with the equipment(s) being purchased through this tender. Basis of the negotiations will be the list-price of the equipment/component/software/licenses/services and the discounts etc. generally offered to LIC by the Bidder	Bidder requests to clarify that the 5 years mentioned in this clause in beyond the validity period ? Bidder request to change the clause that for any extension and orders above the RFP quantity, the rates be mutually agreed	The clause remains unchanged
223	11.22	Dispute	While clause 11.2 states that a dispute shall be referred to an arbitrator mutually appointed by the parties, 11.22.2 states that parties shall appoint one arbitrator each who will then appoint the third presiding arbitrator. Bidder request clarity on the panel for arbitration	The clause remains unchanged
224	11.15.1 Compliance with LIC requirements / Regulatory Compliance ; Pg 108	All relevant security and other requirements specified in LIC's Information Security Policy, if the same has been made aware by LIC;	Can details of the Information Security Policy be provided? Is this common across all the sites and one time approval can be taken from Security standpoint at the time of pilot implementation? Or will these requirements and approvals need to be take for each site/DO?	The details shall be shared / provided to eligible bidders.
225		Eligibility	regarding eligibility, can upgrade projects delivered in India for foreign clients be	Please be guided by RFP Provisions

			considered as references?	
226	11.37	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, LIC will reserve the right to debar the Bidder from participating in future RFP's floated during the empanelment period and / or servicing of software solution for a period to be decided by LIC and take any other action as may be deemed necessary including the invocation of BG in part or full.	This clause is very broad and open ended. This clause should apply only in case of willful misrepresentation made by the Bidder with the intent to derive undue advantage and not in case of an inadvertent error or mistake on Bidder's part. Please confirm.	The clause remains unchanged
227	2.2 current state; Pg 14	3.LIC has the following application stack for the existing eFeap. All three tiers are hosted on RHEL 5.4 operating system (kernel upgrade version 5.7).	What is the frameworks and version of the following: • Java/JEE based Web and App • MFCOBOL • MF ELCS. • TIBCO rendezvous • MySQL • Browser Supported	The details shall be shared / provided to eligible bidders.
228	2.2 current state; Pg 14	3.LIC has the following application stack for the existing eFeap. All three tiers are hosted on RHEL 5.4 operating system (kernel upgrade version 5.7).	Please provide Components services count and Lines of Code for below • COBOL Programs, • Copybooks, • COBOL Web Services, • C++, • Cron, • Shell Scripts, • Tibco Services, • Java, • JSP, • HTML, JS, CSS, • MySQL Objects,	The details shall be shared / provided to eligible bidders.

			• COBOL Files • Files/docs	
229	2.2 current state; Pg 14	4. Existing Server Details at Primary Site/Far DR Site for Each Division in the Zone	Please provide deployment architecture for each environment/site (Prod and DR) showing which components is sitting on which web server/app server	The details shall be shared / provided to eligible bidders.
230	2.2 current state; Pg 14	The existing eFEAP project present in 113 divisions, DOMIS Servers and zonal offices has exactly same hardware and software architecture. The 113 Divisions including DOMIS Servers,8 Zonal data centers, Central Office and all stand alone offices like (EPS1, CBK1) are consolidated at Four Co-location Data Centers in Hyper Converged Infrastructure using Virtualization Technology hosting eFeap Infrastructure setup of primary and near DR of Two zones each, namely North Co-location DC, East Colocation DC, West Co-location DC, South Co-location DC. LIC also have 2 Far DR Data Centers including One Data Center in LIC Premises	Please provide total number of servers /node/vm with their configuration (cores, ram,storage) or below with environment wise at each site (Prod, DR, Dev, Test, Pre-Prod): 1. App Server 2. DB Server 3. Web server	The details shall be shared / provided to eligible bidders.
231	2.2 current state; Pg 14	. Existing Server Details at Primary Site/Far DR Site for Each Division in the Zone	Please provide details on DO and number Branches mapping	The details shall be shared / provided to eligible bidders.
232	2.2 current state; Pg 14	3.LIC has the following application stack for the existing eFeap. All three tiers are hosted on RHEL 5.4 operating system (kernel upgrade version 5.7).	Please provide detail around compatibility of eFEAP for Browser and Version, Printer, HTML Version, CSS Version etc	The details shall be shared / provided to eligible bidders.
233	2.2 current state;Pg 14	3.LIC has the following application stack for the existing eFeap. All three tiers are hosted on RHEL 5.4 operating system (kernel upgrade	Please provide high level requirements around target state for below areas • RHEL version	Latest N -1 version of RHEL

		version 5.7).	• Runtime: Preferred products and Versions for each Technology and Framework • SLA: Same or better • NFRs: Same or better • Compatibility: Same • Monitoring and alerting: Same or better	
234	2.2 current state;Pg 14	3.LIC has the following application stack for the existing eFeap. All three tiers are hosted on RHEL 5.4 operating system (kernel upgrade version 5.7).	Please confirm or provide details around Dev/Test Tools including version: • COBOL IDE: Server Express? • MySQL GUI Client: MySQL Workbench? • Static Code Analysis tools : For COBOL, Java..? • Version Control: SVN? • Test Automation tools for Unit Testing, Integration Testing, Functional Testing (Selenium etc), Service Testing (SOAP UI etc), Performance Testing, Security Testing	We are using standard vi editor for cobol. No IDE is being used for cobol coding. No GUI is being used for MySQL. All the details shall be shared / provided to eligible bidders..
235	2.2 current state;Pg 14	4. Existing Server Details at Primary Site/Far DR Site for Each Division in the Zone	Is there a single centralized code base for all of eFEAP application?	Yes
236	2.2 current state;Pg 14	3.LIC has the following application stack for the existing eFeap. All three tiers are hosted on RHEL 5.4 operating system (kernel upgrade version 5.7).	Please provide details around SOAP version and compatibility?	The details shall be shared / provided to eligible bidders.
237	2.2 current state;Pg 14	4. Existing Server Details at Primary Site/Far DR Site for Each Division in the Zone	Are all the servers and nodes in all Divisional Offices(DOs),DR, NDR VM based (virtualised). Please provide details if there are any physical server based deployments. Please provide details around virtualisation technologies and HCI	The details shall be shared / provided to eligible bidders.
238	2.2 current state;Pg 15	6. RHEL, Glass fish, MFSOA COBOL, TIBCO and MYSQL licenses are available with LIC.	Which of the licenses of the current TPS stack are end of life/ out of support and requires refresh, renewal?	The details shall be shared / provided to eligible bidders.

239	2.2 current state;Pg14	Same as Above	Is the infrastructure consolidation to the 4 Co-Location DCs completed? If no, What are the project timelines for the same?	The infrastructure consolidation project is under implementation. Software upgrade project will be implemented once the Hardware refresh project is completed.
240	2.2 current state;Pg14	4. Existing Server Details at Primary Site/Far DR Site for Each Division in the Zone	Is there a single Deployment package deployed to all instances of eFEAP servers and selectively functionalities are enabled for DOs?	Yes
241	2.2 current state;Pg14	4. Existing Server Details at Primary Site/Far DR Site for Each Division in the Zone	1) Is there a synchronization of data between the DOs and any central repository/database/data warehouse. If yes, what is the mechanism for data synchronization and data warehousing?	The details shall be shared / provided to eligible bidders.
242	Section # 3.14.2 ; Page # 32	"i.e. time required for Bidder's Maintenance Engineer to report at the installation site after a request call/Complaint Management System registration etc.) shall not exceed 4 to 8 hours"	The understanding is that Onsite L2engineers will be operating from Central Office SDC, MumbaiSec 5.1 - Please confirm	Please be guided by RFP Provisions
243	Section # 5.1 ; Page # 50	..."deploy minimum three Onsite L2 engineers in 2 shifts at Central Office SDC"..	During the Covid period, the engineers be working remotely and Post Covid, the L2 Engineer will be required to work Onsite - Please confirm.	Please be guided by RFP Provisions
244	Clause 3.12	Earnest Money Deposit	If Bidder fails to sign the contract as a result of not being able to close the deviations, Bidder requests that the EMD be not forfeited. Please confirm	EMD forfeiture conditions are mentioned in the clause 3.9 in details.
245	2.2 current	4. Existing Server Details at Primary Site/Far	Please provide details on Technologies for	The details shall be

	state;Pg14	DR Site for Each Division in the Zone	following areas for each tier or layer • Clustering, • Load Balancing, • Replication, • Failover Basically provide details for above HA/DR setup for below: • J2EE Web / App Server, • COBOL SOA App Server, • DB server, • File Server,	shared / provided to eligible bidders.
246	Section # 5.1 ; Page # 50	"Whenever required, the Onsite L2 Engineer may have to visit the COLO centers and Far DR sites for support and maintenance activities during up-gradation/installation/migration of TPS stack and migration of eFEAP application and post implementation also if required."	The understanding is that Onsite L2engineers will be operating from Central Office SDC, MumbaiSec 5.1 - Please confirm	Please be guided by RFP Provisions
247	Earnest Money Deposit - 3.12 & 24	Bidders shall submit, along with the Eligibility Bid, EMD as stated below. The EMD will have to be paid 50% as Bank Guarantee and 50% online through NEFT/RTGS in Life Insurance Corporation of India	Bidder also request to provide an option to submit the entire EMD in the form of Bank Guarantee	Please refer the corrigendum-V
248	Assignments - 11.2.6 & 99	The Bidder will not be allowed to assign, in whole or in parts, its obligations under the Contract, to any other entity	Bidder request to clarify that bidders right to assign invoices invoices is not affected by the clause	Please be guided by RFP Provisions
249	Section # 5.1 ; Page # 50	"...for Support, Maintenance, Monitoring and Management of TPS stack including monitoring of eFEAP application."	The Onsite L2 Engineers will be responsible for the aforesaid activities only for the Production environments ? Or all environments ? - Please confirm	Please be guided by RFP Provisions
250	Consequences of Termination	In the event of termination of the selected Bidder due to any cause whatsoever,	Bidder request to clarify the bidder shall be paid for all products delivered delivered and services	Please be guided by RFP Provisions

	of Selected Bidder: - 9.9 & 72	[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.	rendered till the effective date of Terms and Conditions	
251	Section # 5.1.3 ; Page # 51	#c - "Immediately thereafter the engineer will be called for an interview by LIC and if rejected, vendor will have to provide an alternate candidate within a period of 14 days."	The understanding is that duration is mentioned in Business days - Please confirm	Please be guided by RFP Provisions
252	Instructions - 3.14 & 31	25. In case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, a penalty of 10,000/-(Rupees Ten Thousand only) per violation will be charged and recovered from the EMD. For example: if the Bid is not spirally bound a penalty of 10,000/-(Rupees Ten Thousand only) will be imposed. Upper cap for this penalty is Rs.10,000/-	Bidder request deletion of this clause	The clause remains unchanged
253	Liquidated Damages- Penalty and cap - 9.28.2 & 89	There shall be a penalty for non-adherence to the time schedule of Project Timelines. The total penalty will be capped at 10% of the total contract value.	Bidder request to cap the penalty at the implementation TCV excluding any softwares	The clause remains unchanged

		Penalties for non-adherence to the time schedule of project timelines: All activities as per agreed timelines: 1% of the total contract value of the TCO per week of delay or part thereof for the first 8 weeks. Thereafter, the rate of penalty will be 2% of the total contract value of the TCO or part thereof.		
254	Section # 5.1.3 ; Page # 51	#d - "In case of an engineer going on leave, suitable replacement shall be provided for that period failing which penalty @ 5% per day of the engineer's monthly rate approved by LIC will be recovered."	Does it include cases of Unplanned Sick / emergency leaves - Please confirm	Yes.
255	Performance Bank Guarantee (PBG) - 9.11 & 72	The Performance Bank Guarantee shall be submitted within 7 days from the date of letter issued for selection as Bidder. Failure to do so may attract a penalty of `5,000/-per day, subject to maximum penalty of `1,50,000/-	Bidder request to delete the clause	The clause remains unchanged
256	Section # 5.2 ; Page # 52	.."deploy one onsite L3 engineer at Central Office SDC Mumbai"	During the Covid period, the engineers be working remotely and Post Covid, the L2 Engineer will be required to work Onsite - Please confirm.	Please be guided by RFP Provisions
257	Terms and Conditions - 3.2 & 16	This RFP document along with its Annexure/Appendices/ clarifications/addenda/corrigenda states the terms and conditions of this RFP. 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/ corrigendum(s) issued, if any, will be contractually binding on	Bidder request that the submission be not deemed as agreed to all terms and conditions. Bidder request that the submission be read along with any clarifications submitted	The clause remains unchanged

		the bidders and no separate agreement shall be entered into with the Selected Bidder.		
258	Section # 5.2 ; Page # 52	#c - "LIC reserves the right to deploy L3 Engineers based on the requirement for a limited period during contract period based on man hour rate quoted in commercial annexure during bidding process."	The understanding is that the L3 Engineers will be billed for Full time (albeit on man hour rates) and there will be a planned Onboarding / Offboarding process - Please confirm	Please be guided by RFP Provisions
259	Section # 9.28 ; Page # 86	#a - "For services of engineer/s appointed, the payment shall be made at the end of each quarter."	This will be applicable for L3 Engineers as well - Please confirm	Please be guided by RFP Provisions
260	Section # 9.30 ; Page # 90	#a - "LIC personnel shall notify the OEM/bidder data center HELPDESK to report a Service issue.."	The HelpDesk will be owned and managed by LIC - Please confirm	The details shall be shared / provided to eligible bidders.
261	10.SERVICE LEVEL AGREEMENT (SLA);Pg 93	The Deployment SLA is applicable from the date of signing the contract with the successful bidder.	What do we mean by deployment SLAs? Is this the same as support SLAs mentioned in Section 10.3?	Please be guided by RFP Provisions
262	10.3 Stack Uptime/Business Continuity Required and Its Applicable Penalties	TPS Stack Uptime/Business Continuity to be provided by the Bidder as per SLA Table-1. If the desired SLAs are not achieved, penalty as given below will be applicable.	Is SLA calculation for uptime of 99.99% Across Divisional office or per divisional office?	Per eFEAP Instance
263	No content	No content	Request for a Dump of Historical Tickets of "eFeap TPS Stack"	Please be guided by RFP Provisions
264	11.14.2	Notification of a conflict of interest	Bidder presumes that we will be provided with a rectification/cure period to rectify any conflict that may accrue beyond which LIC will exercise its right to terminate the Contract. Please confirm	Please be guided by RFP Provisions
265	11.16.1. Termination	a. LIC may, at any time, by a prior written notice of 30 days, terminate the contractor	Is Termination for Convenience permitted for the bidder as well?	Please be guided by RFP Provisions

	and reduction for convenience; Pg 110	and / or reduce the scope of the Services.		
266	11.22.6	The Bidder 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.	If performance of services has become reasonably not practical given the pendency of the dispute, Bidder shall not be required to continue performing the services. Please confirm.	The clause remains unchanged
267	11.7 and 11.10	Liability	Bidder proposes the following revisions: 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/Bidder to pay liquidated damages to LIC. Notwithstanding anything to the contrary, 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. However it is expected that the bidder/vendor will take utmost care so as to avoid any indirect or consequential loss of damage	The clause remains unchanged
268	4.1 Higher Level	The bidder is required to support, guide and	1) It is assumed that LIC will be doing the	The details shall be

	Scope of Work; Point #14; Pg 45	assist in testing of all the eFeap modules and their functions including integration of eFeap with other applications.	following testing; Please confirm. a. Functional Regression Test b. Performance Testing c. Browser Compatibility Test d. Security Testing e. Disaster Recovery Testing f. High Availability Test g. User Acceptance Testing h. Vulnerability and Penetration Testing(VAPT) 2) What are the Test Automation tools currently being used?	shared / provided to eligible bidders.
269	4.1 Higher Level Scope of Work; Point #14; Pg 45	The bidder is required to support, guide and assist in testing of all the eFeap modules and their functions including integration of eFeap with other applications.	1) Is comprehensive Functional Regression Test strategy and automation in-place - Screens, Services, Batch Processing etc 2) Is Performance Test Strategy and Automation in place? 3) Is Browser Compatibility Test Strategy and Automation in place? 4) Is Security Test Strategy and Automation in place? 5) Is Disaster Recovery Test Strategy and Automation in place? 6) Is High Availability Test Strategy and Automation in place? 7) What are the Test Automation tools being used?	The details shall be shared / provided to eligible bidders.
270	11.9 (b)	Business continuity	If Bidder fails to provide the service and such failure amounts to material breach, LIC may terminate the contract in accordance with the termination section under the contract. Any expenses incurred by LIC in procuring services	The clause remains unchanged

			through alternative arrangements may be claimed from the Bidder as damages subject to the liability cap. Please confirm.	
271	4.1 Higher Level Scope of Work; Point #15; Pg 46	The bidder will require ensuring that logs generated from all TPS Stack are integrated with LIC's log Management System for monitoring purpose. The bidder will ensure that suggestions and guidance are being provided to LIC IT team for log integration with LIC's Log management system in an effective manner. The bidder will facilitate the Integration of logs with Central command center for monitoring the performance of TPS components.	1)Please provide detail of tools and technologies around Monitoring and Alerting used for eFEAP: • Performance monitoring, • Applications monitoring. • Availability and SLAs monitoring • Log Aggregation and Analysis; • Details of Log Management System • Monitoring for Events around - Network, Storage, Server, Database etc • SIEM	The details shall be shared / provided to eligible bidders.
272	4.1 Higher Level Scope of Work; Point #17;Pg 46	The bidder to ensure that the proposed software solution to be compliant with latest security requirements as laid by regulators and to resolve vulnerability assessment/penetration test/Application Audit Observation points.	What are the security requirements around eFEAP app? Will LIC be conducting VA/PT and security testing?	Please be guided by RFP Provisions
273	4.1 Higher Level Scope of Work; Point #25; Pg 47	25. Proper rollback mechanism should be proposed by bidder	As part of the co-existence and rollback mechanism, dedicated environments/infra and software/licenses for Upgrade / Migration will be required. Should the technical and commercial submission, as part of Stage 2 of submission, include the solution for co-existence?	Please be guided by RFP Provisions
274	4.1 Higher Level Scope of Work;	26. Bidders are required to provide tools and scripts related to upgradation and migration	Please provide details for any Custom Tools / Utilities used in Development / Testing that	The details shall be shared / provided

	Point #26; Pg 47	activity for each TPS Stack.	need to be migrated / upgraded? (e.g. DAL Generator, Test Automation Scripts etc)	to eligible bidders.
275	4.1 Higher Level Scope of Work; Point #9; Pg 45	The bidder shall ensure that existing full TPS stack is up-graded, installed migrated, integrated and implemented successfully and eFeap application is working properly measured in terms of desired output, data sanctity and performance criteria without any compatibility issues as far as TPS stack is concerned.	What is the current RPO, RTO and availability?	The details shall be shared / provided to eligible bidders.
276	4.1 Higher Level Scope of Work; Point #9;Pg 45	The bidder shall ensure that existing full TPS stack is up-graded, installed migrated, integrated and implemented successfully and eFeap application is working properly measured in terms of desired output, data sanctity and performance criteria without any compatibility issues as far as TPS stack is concerned.	Please provide current Performance bench marks and other Non-Functional Requirements(NFRs) around eFEAP app and requirements,	The details shall be shared / provided to eligible bidders.
277	3.9 Partners; Pg 21	However, this RFP permits the Bidder to deploy one or more partners with technical expertise relevant to this project.	This section and other sections like 11.2.5 states that no sub contracting will be allowed. However section 3.9 also permits bidder to sub-contract to one or more partners with relevant technical expertise. Please clarify whether sub-contracting is allowed or not?	subcontracting is not allowed, Please refer the corrigendum-V
278	6, Eligibility Criteria, Point #10; Pg 56	Bidder / Partner should provide expert profile in the following areas	It is assumed that expert profiles will be representative and generic profiles I,e no named individuals. Please confirm.	Please be guided by RFP Provisions
279	7. Evaluation Process; Point	Technical workshop/presentation with the eligible bidders will be conducted and	1)Once the eligible bidders are declared by LIC, what is the time duration after which bidders	The details shall be shared / provided

	#3; Pg 57	opportunity will be given to all such bidders to participate in the discussions and a suitable technical solution to be decided by laying down the technical specifications, software components and integration requirements etc.	will have to participate in the technical workshops and present the POC proposal? 2)What is the expected duration of the POC?	to eligible bidders.
280	9.15.Pricing & Taxes Point 5 & 6	Mentions that original receipt in proof of having paid taxes has to be submitted within 2 months from date of payment else taxes will not be reimbursed.	There is no separate receipt for payment of taxes. The payment will be consolidated one for every GST registration and further entire payment may be by way of utilisation of input GST credit or partly in cash. It needs to be clarified what document is expected. In our view the payment of GST should be made if the invoice raised on LIC is reflected in their input credit register in GST portal i.e. GSTR- 2A.	Please refer the corrigendum-V
281	9.15.Pricing & Taxes Point 7	Mentions that price increase due to variation in statutory levies/taxes will not be permitted.	This is not agreeable as these are statutory levies under the regulations which needs to be paid to government. However they expect us to pass on all reduction in taxes	Please be guided by RFP Provisions
282	9.15.Pricing & Taxes Point 9	Mentions that LIC would deduct taxes where applicable and would provide statement of taxes deducted.	For IBM to claim credit of tax deducted LIC would need to issue certificate for tax deducted in the format and within the timelines prescribed and file appropriate returns under the tax regulations (both GST and Income tax) to enable IBM claim credit. This obligation on part of LIC has not been mentioned.	Please be guided by RFP Provisions
283	9.18 Repeat Orders;Pg 76	Beyond the validity period which is mentioned above clause 9.17, LIC reserves the right to place repeat orders for additional software and services on the same terms & conditions at same prices for 5 years.	Can there be a deviation to this clause?	Please be guided by RFP Provisions
284	7.3. POC (Proof	It will be bidders responsibility to successfully	1)Will the POC be executed on the eFEAP	The details shall be

	Of Concept)/ POS(Proof Of Solution); Pg 58	complete the POC with the proposed solution components or with technically complaint substitutes wherever permitted by LIC within the POC duration.	application deployed at 2 divisions? And will the solution need to be deployed in production? 2)Will the code changes for the POC also be done by the LIC team	shared / provided to eligible bidders.
285	7.3. POC (Proof Of Concept)/ POS(Proof Of Solution); Pg 58	The POC needs to be conducted in LIC's/Bidder premises, as decided by LIC. LIC will inform the bidder in advance about the place where the POC would be conducted.	Will VPN connectivity and offsite access to LIC environments be provided to the bidders for conducting POC?	The details shall be shared / provided to eligible bidders.
286	9.20 Timelines and penalties; Pg 78	This pilot activity in one DC/division should be completed within a period of 50 days from the date of intimation of go ahead by LIC. Beyond this period of 50 days any additional day will incur a penalty of 0.05 % of the TCO. Penalty @0.05% of the TCO in the commercials X (Number of DCs/divisions remaining for upgradation & migration / Total Number of DCs/divisions to be upgraded & migrated) will be charged per day in case of delay beyond the period of 60 days.	Request a relaxation on this clause for the penalty.	The clause remains unchanged
287	Clause 11.2.5	The Bidder will not be allowed to subcontract any portions of the scope of this RFP to any other party.	Please confirm if Bidder may subcontract a certain portion of work after getting consent of the customer, which consent shall not be unreasonably withheld.	subcontracting is not allowed, Please refer the corrigendum-V
288	Clause 11.2.6 and 11.26	The Bidder will not be allowed to assign, in whole or in parts, its obligations under the Contract, to any other entity.	Bidder seeks to assign its right to receivables under the contract without getting the prior consent of LIC. Please confirm.	The clause remains unchanged
289	Clause 11.4	Force Majeure clause	Bidder seeks to include 'pandemic' within the definition of force majeure. Further if a force majeure event occurs, Bidder shall be excused from performing its obligations and it is not up to the consideration of the customer to take a	Please be guided by RFP Provisions

			call on whether Bidder should be excused or not. Please confirm.	
290	Clause 11.6	Indemnity	Bidder requests to limit indemnity to only third party claims brought against LIC for infringement of intellectual property rights. In case of any losses arising out of damage to infrastructure at DC or DR or any third-party claims arising out negligence or willful misconduct of the Bidder, the appropriate remedy for LIC shall be to claim damages subject to the liability cap as agreed in the contract and not seek indemnity from the Bidder. Please confirm.	The clause remains unchanged
291	9.20: Deliverables and Timelines; Pg 78	This pilot activity in one DC/division should be completed within a period of 50 days from the date of intimation of go ahead by LIC. Beyond this period of 50 days any additional day will incur a penalty of 0.05 % of the TCO.	Are timelines for delivery fixed? Can bidder submit their own timelines for the pilot implementation and rollout to remaining locations?	Please be guided by RFP Provisions
292	9.20 Deliverables and Timelines; Pg 77	Table E: Delivery and Installation/up-gradation period (From the date of placing order)	The table says that installation/upgradation of TPS software stack to be completed within 15 days of the date of placing order. 1) Is this timeline only for one server? 2) The timelines should be determined as per the project plan provided by the bidder and 15 days may not be sufficient. Is a deviation from these timelines permitted?	1) Timelines is for one complete DC setup in the production, NDR, Full DR and Partial DR 2) Please be guided by RFP Provisions
293	Clause 3.9	Partners	Need more clarity on this clause. While the clause suggests that subcontracting is not allowed in the first paragraph the subsequent paragraphs provide for the requirement to appoint a Partner. Does this mean partner/subcontractor will be allowed if SI is	subcontracting is not allowed, Please refer the corrigendum-V

			responsible for the overall services? Additionally, the clause also requires us to provide copies of the back to back agreements we have with OEM. Since these are confidential documents, we will not be in a position to share the same. Please confirm.	
294	Clause 9.11 (f)	The PBG will be invoked in full or part (to be decided by LIC) in any of following eventualities during the period of contract: i) The bidder fails to honor expected deliverables or part as per this RFP after issuance of PO ii) Any legal action is taken against the bidder restricting its operations iii) Any action taken by statutory, legal or regulatory authorities for any breach or lapses which are directly attributable to the bidder. iv) LIC incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions	Bidder request that PBG be invoked only in case of a material breach by the Bidder which remains uncured even after a notice of 30 days. Please confirm.	Detailed conditions are mentioned in the clause.
295	9.28. Payment Terms ; pg 86	After the completion of successful pilot and go ahead instructions from LIC, the Bidder will be issued POs division wise to start the upgradation/replacement/migration of full TPS stack.	Is there flexibility to award a single PO for all divisions once the bidder successfully completes the POC?	The details shall be shared / provided to eligible bidders.
296	9.28. Payment Terms ; pg 86	100% of the Payment of migration cost for division will be made after successfully undertaking the upgrading/replacing /migrating the full TPS stack and then observing the division for a full cycle of one month as per timelines mentioned in 9.20.	Can a milestone based payment be provided for each divisional office with interim milestones(for ex: at start of upgrade, UAT completion, Go-Live, 1 month warranty	Please be guided by RFP Provisions

297	Clause 9.26	Intellectual Property Rights	Contract Materials is not a defined term under the contract. We presume this would mean any deliverable specifically created for the Customer by the SI and/it Partners with/without the use of any pre-existing IP. If yes, then any copyright in such material will be passed on to LIC. Kindly confirm. As for sub clause 2 regarding the perpetual, non-transferable right to use any pre-existing IP in a Deliverable, we believe that LIC will abide by the licensing terms of such software as the same will be built into the deliverable on a pass through basis. Also, please note that any third-party software will be governed by the applicable licensing terms and Bidder will use such software on a pass-through basis. Please note that the End User License Agreement will anyways be entered between the Third Party and LIC respectively. Please confirm.	The clause remains unchanged
298	9.28. Payment Terms ; pg 86	80% of software cost payment will be made after successful go-live 20% of software cost will be paid after all the locations/divisions/instances are migrated as per the deliverables, timelines and scope of work of the RFP.	Request that software payment be made at software delivery instead of post go-live.	The details shall be shared / provided to eligible bidders.
299	9.28. Payment Terms; Pg 86	Payment for TPS stack Installation/ Up-gradation/Migration activity will be done for completing the job in 125 DCs/Divisions and stand alone instances.	We would need a deviation in payment milestones during the upgrade. Request that milestone based payments be allowed with milestones at the start of engagement, pilot completion and different phases of rollout at the DOs.	The details shall be shared / provided to eligible bidders.

300	Clause 9.28.2	Liquidated Damages	While we are in principle agreement with this clause, we would kindly request you to provide the following clarity: a) LD will be applicable only for instances where Vendor is solely responsible for the delay; b) Penalties identified herein will be LIC's sole and exclusive remedy for such breaches and for the same reason we would request you to remove reference to Bidder being debarred from any future assignments Given that LD is already being paid for the purported breach why is the Vendor being made responsible for expenses incurred by a third party is completing this work. Even if Vendor were to agree to the same would it be safe to assume that such third-party appointment will follow the procurement process prescribed by the Govt. of India. Please confirm.	The clause remains unchanged
301	Clause 3.15	Assumptions/Deviations	Bidder understands that it has an option to submit deviations to the terms and conditions. Please confirm.	Please be guided by RFP Provisions
302	Clause 3.8(8) Terms & Conditions	In response to this Bid by the Bidder will be deemed as consent to all the terms and conditions mentioned in this RFP along with its Annexure(s), Clarifications, if any.	We presume that before finalizing the contract the parties will mutually discuss and agree upon the terms and conditions applicable for this engagement. Please confirm.	Please be guided by RFP Provisions
303	Deliverables and Timeline - 9.2 & 77	Refer Table E	Bidder request deletion of the table	The clause remains unchanged
304	Documents required for Bid submission -	Any request for the change in the terms and conditions of the RFP document, will not be Please be guided by RFP Provisions.	Bidder request deletion of this clause as the terms and conditions to be mutually agreed	The clause remains unchanged

	3.18 & 35			
305	Contract period - 9.14 & 75	The initial period of contract for providing software solution /services /licenses /ATS /AMC/support will be for 5 years extendable to 2 years. The Bidder is required to commence the services within 15 days from award of contract, failing which Life Insurance Corporation of India reserves the right to levy penalty, as stipulated in the RFP.	Bidder request to confirm that the extension will be basis mutually agreed rates and T&Cs	Please be guided by RFP Provisions
306	Due Date for Payment - 9.28.4 & 90	LIC will make payment of a correctly rendered invoice on undisputed work within 30 working days after receiving the invoice.	Bidder request to make the Payment within 30 days and not 30 working days Bidder also request that late payment fee @ 2% per month be paid incase of delay in making payments beyond 30 days	The clause remains unchanged
307	Contracting (Right to alter) - 9.12 & 74	LIC reserves the right at the time of award of contract and during the term of the contract to vary the quantity of services and goods specified in the RFP without any change in unit prices or other terms and conditions	Bidder request to cap the same a (+-) 20%	The clause remains unchanged
308	Exit clause - 11.35 & 121	After completion of tenure of project, if new Bidder will be selected then, current Bidder has to ensure smooth transition of operations (technical and administrative) in coordination with new Bidder, at no extra cost to LIC.	Bidder also request that bidder be paid for all the services and products delivered till the date of termination	Please be guided by RFP Provisions
309	Instructions - 3.14 & 28	16. In case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, penalty will be charged as per the provision of RFP and recovered from the EMD.	Bidder request deletion of this clause	The clause remains unchanged
310	Higher Level Scope of Work;	.The bidder to ensure that during the migration period the upgraded TPS stack	What is the inter-DO integrations/interfaces?	The details shall be shared / provided

	Point #11;Pg 45	should be able to communicate with older TPS stack seamlessly and without any business implications and disruption during transit period of up- gradation and migration		to eligible bidders.
311	Higher Level Scope of Work; Point #24;Pg 47	24. Bidder should ensure that the TPS supports multilingual implementation of application.	What are the languages currently supported by eFEAP application?	English and Hindi
312	Higher Level Scope of Work; Point #26; Pg 47	26. Bidders are required to provide tools and scripts related to upgradation and migration activity for each TPS Stack.	Will the script execution be performed by LIC? Will IBM team be provided admin access for script execution?	Please be guided by RFP Provisions
313	Higher Level Scope of Work; Point #28; Pg 47	28. The bidder will require imparting training session(s) to LIC officials with regard to upgraded/migrated TPS stack/Development environment/SDLC process etc.	No. of users that need to be trained, locations for training. Can this be a Virtual training?	The details shall be shared / provided to eligible bidders.
314	Higher Level Scope of Work; Point #9; Pg 45	The bidder will require identifying the future roadmap for each software component. All proposed upgrade / replacement should have officially compatible with other software components including operating system, HCI solution and also currently integrated non-eFEAP systems.	Provide list of non-eFEAP systems that integrate with eFEAP	The details shall be shared / provided to eligible bidders.
315	Placing of Orders - 9.19 & 77	The Bidder will pass on to LIC, all fiscal benefits arising out of reductions, if any , in Government levies viz. sales tax, excise duty, custom duty etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period	Bidder request to make change in clause as below <i>"The Bidder will make relevant adjustments to Pricepass on to LIC, all fiscalbenefits arising out of reductions, if any in Government levies viz. sales tax, excise duty, custom duty etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period"</i>	The clause remains unchanged
316	Section # 3.9 ;	"No consortium or joint bid or sub-	The bidder is allowed to deploy Subcontractor	subcontracting is

	Page # 21	contracting is allowed."... "However, this RFP permits the Bidder to deploy one or more partners with technical expertise relevant to this project"	resources as a part of augmentation of its overall team - Please confirm	not allowed, Please refer the corrigendum-V
317	Payment Terms - Payment for Software Cost - 9.28(g) & 87	80% of software cost payment will be made after successful go-live(This includes upgrading/replacing/migrating the OS and full Software stack,application, data and then observing the DC/division for a full cycle of one month) of each division(each division means DC, NDR, FAR DR and LIC DR upgradation/replacement/migration) (Total 125 division and stand alone instances). 20% of software cost will be paid after all the locations/divisions/instances are migrated as per the deliverables, timelines and scope of work of the RFP.	Bidder request to make the payment for the Software as 100% upon delivery Bidder request to please clarify that since bidder need to raise tax invoice per CGST Act upon delivery, the same will be Please be guided by RFP Provisions by LIC	Please refer the corrigendum-V
318	Payment Terms - TCO calculations - 9.28(h) & 88	The TCO shall be calculated excluding cost of AMC/ATS payments, if any. TCO will be excluding the GST/CST. Per division TCO comprises of Software Procurement Cost, Migration Cost for the Division, AMC/ATS Cost and maintenance and other charges for maintenance period.	Bidder request to clarify whether AMC/ATS will be included in TCO/excluded as there seem to be some contradiction in the Paras	The provisions/conditions shall be shared / provided with eligible bidders during 2nd stage of bid process.
319	Payment Terms - Training cost - 9.28(h) & 88	Payment for the post GO-LIVE Training services from Bidder/OEM will be made after the completion of successful training. 5 days training cost for a batch of 30 people, in LIC training centers will be quoted by bidder	Bidder request to make payment to for training services as monthly in arrears	The clause remains unchanged
320	Payment Terms - withhold - 9.28(n) & 88	LIC reserves the right to temporarily withhold payments and impose penalty, if bidder is not meeting the SLA and T &C during that period	Bidder request to cap the withholding at 2months of average charges	The clause remains unchanged

321	SLA - 10.3 & 97	Maximum Penalty due to TPS breakdown/business interruption – 10% of the Total Contract Value of the affected site	Bidder request to make the overall cap of SLA penalties is at 10% of the quarterly payments	The provisions/conditions shall be shared / provided with eligible bidders during 2 nd stage of bid process.
322	SLA - 10.6 & 97	There will be an overall penalty cap of 10% of contract value for each site every year during contract period	Bidder request to make the overall cap of SLA penalties is at 10% of the quarterly payments	The provisions/conditions shall be shared / provided with eligible bidders during 2 nd stage of bid process.
323	Termination - 11.5.4 & 101	If the Contract is terminated: a) Each party will bear its own costs and neither party will incur further liability to the other; b) Where the Bidder is the Affected Party, it will be entitled to payment for Services Accepted or work performed prior to the date of termination of the contract.	Bidder request that bidder be paid for all the services and products delivered till the date of termination	Please be guided by RFP Provisions
324	Termination and reduction for convenience (a) - 11.6.1 & 110	a. LIC may, at any time, by a prior written notice of 30 days, terminate the contractor and / or reduce the scope of the Services.	Biudder request thatthe notice period be made 90 days	The clause remains unchanged
325	Termination and reduction for convenience © - 11.6.1 & 110	If the contract is terminated, LIC is liable only for payments in respect of services rendered before the effective date of termination	Bidder request to clarify the bidder be paid for all the products delivered as well in addition to services rendered	Please be guided by RFP Provisions

326	Termination by LIC for default - 11.6.2 & 111	In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered, and the Bidder shall be liable to LIC for any excess costs for such similar systems or Services. However, the Bidder shall continue the performance of the Contract to the extent not terminated.	Bidder request that bidder be paid for all the services and products delivered till the date of termination for the part which is terminated	Please be guided by RFP Provisions
327	Termination for Insolvency - 11.16.3 & 111	In case of termination under this clause, LIC is liable to pay for all the services performed by the Bidder till the effective date of termination	Bidder request to clarify the bidder be paid for all the products delivered as well in addition to services rendered	Please be guided by RFP Provisions
328	Section # 10 ; Page 93	# 6, II - "Source code of all the customization, scripts etc should be delivered to LIC by the Bidder at a periodicity to be decided by LIC."	As per # 8 on Page 45 - "Actual Code modifications will be done by LIC team..." - Please confirm which Source Code is being referred to here	Please be guided by RFP Provisions
329	Section # 3.14.2 ; Page # 33	"Following services as part of the warranty and AMC/ATS period and shall be provided by the selected bidder service solution provider:"# 9 - "All product updates, upgrades and Patches, solution to the observed VA&PT be provided by the Bidder/Vendor at no extra cost during warranty and AMC/ATS period."# 10 - "Finding of vulnerability assessment/penetration test of security/performance as also findings of audit observations whenever intimated by LIC in writing or through email."	As per # 8 on Page 45 - "Actual Code modifications will be done by LIC team..." - Hence, the understanding is that any code changes necessitated as a part of remediations for VA&PT and / or Audit observations will be undertaken by the LIC Team - Please confirm	Please be guided by RFP Provisions
330	Section # 5.1 ; Page # 50	"for Support, Maintenance, Monitoring and Management of TPS stack including monitoring of eFEAP application."	Application Support will continue to provided by the existing Vendor - Please confirm	Please be guided by RFP Provisions
331	Section # 5.1 ;	"...Also LIC reserves the right to call for	Remote connectivity will be provided to the	Please be guided by

	Page # 50	additional Engineers in a third shift.."	L2engineers for 24X7 support - Please confirm	RFP Provisions
332	Section # 5.1, Page # 50	.."including monitoring of eFEAP application".	Are there application monitoring tools for the existing eFEAP/COBOL application in place - Please confirm	Please be guided by RFP Provisions
333	Section # 3.14.2 ; Page # 34	"Warranty and Annual Maintenance Contract/Annual Technical Service"# 2 . "In case of failure of Software Solution, the Bidder shall ensure that Software Solutions are made operational to the full satisfaction of LIC within the given timelines."	As per # 8 on Page 45 - "Actual Code modifications will be done by LIC team..." - Hence, the understanding is that any code changes necessitated as a part of remediations for VA&PT and / or Audit observations will be undertaken by the LIC Team - Please confirm	The details shall be shared / provided to eligible bidders.
334	Section 5.1	Appointment of Onsite L2 Engineers	Should we read as 3 engineers per shift or shift 1 and 2 together 3 engineers	Please be guided by RFP Provisions
335	Section 5.1	Appointment of Onsite L2 Engineers	Can we limit the total hours per year for third shift?	The details shall be shared / provided to eligible bidders.
336	Eligibility Criteria Point 7 Page 55	Bidder must have implemented minimum of 3 project of similar nature of software upgrade/migration in India, on a turn-key basis in the last 5 financial year of value 25 crores each. At least one among these should be from Government Departments/PSU/BFSI sector companies. Details should be given in Part-A of Annexure EC along with the Certificate from Customers or attested copies of Purchase Orders should be submitted. Multiple Purchase Orders from the same customer in the same year can be clubbed. The purchase orders if submitted should be attested by the Authorised Signatory or else a Certificate with	We request LIC to consider projects in the last 10 years of upgrade,migrate or replace of any technology in India or Globally. Also request LIC to consider OEM's projects as well for bidder experience. Also The information requested on customer attested copies and purchase order is subject to confidential agreement with our clients and can be provided provided post client approval. Request LIC to consider Attestation by vendor authorized signatory with all necessary information.	Please be guided by RFP Provisions. Bidders to Share the documents as per RFP Requirements. Confidential items may be masked.

		the details duly signed by Authorized Signatory.		
337	Eligibility Criteria Page 54 point 7	Bidder must have implemented minimum of 3 project of similar nature of software upgrade/migration in India, on a turn-key basis in the last 5 financial year of value 25 crores each. At least one among these should be from Government Departments/PSU/BFSI sector companies. Details should be given in Part-A of Annexure EC along with the Certificate from Customers or attested copies of Purchase Orders should be submitted. Multiple Purchase Orders from the same customer in the same year can be clubbed. The purchase orders if submitted should be attested by the Authorised Signatory or else a Certificate with the details duly signed by Authorized Signatory.	1. We request LIC to consider projects in the last 10 years of upgrade,migrate or replace of any technology in India or Globally for BFSI and Non-BFSI sector 2. We request LIC to consider any product,platform upgrade as a valid experience. We would like to assure that this will be for critical applications or core platforms (ERP, CBS etc.). Some of the critical applications involved have migrated from Monolithic to microservices based architecture 3. Request LIC to consider OEM's projects as well for bidder experience. 4. Further, the information requested on customer attested copies and purchase order is subject to confidential agreement with our clients and can be provided post client approval. In case there are client confidentiality concerns, request LIC to consider attestation by an authorized signatory of the bidder with all necessary information	Please be guided by RFP Provisions. Bidders to Share the documents as per RFP Requirements. Confidential items may be masked.
338	Instructions for Bid Submission Page 27	The Hardcopy/scanned copy and Softcopy on CD of the EMD Documents/UTR Receipt should be submitted/uploaded in a separate sealed	Request LIC to consider Soft copy submission . Also our company IT policy does not allow us to transfer files through CD, instead can we submit a USB drive Please confirm ?	This is an E – Tender and hence Bids must be submitted “ON LINE”. All documents to be signed ,scanned and uploaded online only through

				e procurement portal. Only Successful bidder will be required to submit the hardcopy (physical submission) of the entire uploaded document. However, the bidders are required to submit the original physical copy of BG with LIC apart from the scanned copy uploaded on tendering portal.
339	Page 134 point 4	No Content	LIC has requested bidder to submit an NDA as per thr format provided in a notarized stamp paper of valur 500. Whereas in page 31, it is mentioned successful bidder to submit. These two statements are contradicting and hence request you to confirm/clarify whether bidder is expected to submit an NDA for eligibility bid or in the later stage of next stage?	The NDA is to be submitted with eligibility bid however LIC may ask for fresh submission of NDA to the selected bidder.
340	Section 5.1.3.c,d,e,f & Page No. 51	Penalties in case of failure in replacing the Onsite Engineer	In a FP proposal customer can ask for replacement of resource only if the resource has created any violations or breach.	Refer RFP section 5.1.3. Terms & conditions of proposed Onsite engineer
341	page 160	Power of Attorney	Would board resolution demonstrating that	Power of Attorney

	Annexure point no 7		the representative has been duly authorized to sign suffice and is it required to sign the same in stamp paper?	on stamp paper in the name of the Authorized signatory or a duly certified copy of the Board Resolution appointing the Authorized Signatory
342	11.10. 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/Bidder 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. However it is expected that the bidder/vendor will take utmost care so as to avoid any indirect or consequential loss of damage	We propose the below change and request LIC to confirm ? Except in cases of gross criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the Bidder and used/consumed by LIC, the Supplier/Bidder shall not be liable to LIC, 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 the supplier/Bidder to pay liquidated damages to LIC and the liability shall be limited to the average amounts paid by LIC to Supplier under the applicable statement of work during each consecutive twelve (12) months following the effective date. Supplier's limitation of liability is	The clause remains unchanged

			cumulative with all of Supplier's expenditures being aggregated to determine satisfaction of the above limit. The existence of claims or suits will not enlarge or extend the limit. aggregate liability of the Supplier/Bidder to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. However it is expected that the bidder/vendor will take utmost care so as to avoid any indirect or consequential loss of damage. The Supplier's liability to the customer is reduced to the extent (if any) that the customer causes or contributes to the relevant loss or fails to act reasonably to mitigate its loss.	
343	Page 56 Point number 10	Certificate from Head (HR) or company secretary or designated official of the bidder for number of technically qualified professionals under various technologies employed by the bidder and appropriate supporting undertakings.	Can the board authorized signatory sign the document? Please confirm	Please be guided by RFP Provisions
344	Page 56 Point Number 8	If the bidder is debarred under any of the projects of PSU/ BFSI/Govt. Agency/LIC, the bid will be rejected. A certificate to that effect has to be submitted by Company Secretary.	Can the board authorized signatry sign the document? Please confirm	Please refer Annexure-16 compliance sheet for qualification point# 5
345	11.16. Termination	(b) The successful bidder acknowledges and agrees that timely performance of all	This clause reads on the lines of time is of the essence. We are not agreeable to this clause.	The clause remains unchanged

		obligations is essence of contract. In case of any delay, under or nonperformance is not cured by the successful bidder within time limit given in this RFP 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) LIC may terminate/cancel the contract by giving one month's notice, without assigning any reason. The successful bidder agrees and accepts that he shall be liable to pay damages claimed by LIC, in the event of termination/breach of terms of this RFP /contract etc. as detailed in penalty clauses mentioned in RFP.	delay can be caused by any party. We are only agreeable to any delay that is solely attributable to the Supplier. Please confirm?	
346	11.16.1. Termination and reduction for convenience	© If the contract is terminated, LIC is liable only for payments in respect of services rendered before the effective date of termination.	1) for termination of convenience, a notice period of 90 days to be provided by LIC. 2) if the contract is terminated, LIC shall pay for all the services and deliverables rendered upto the effective date of termination.	Please be guided by RFP Provisions
347	11.16.2. Termination by LIC for default	Termination by LIC for default	For termination for breach, a notice period of 30 days to be provided, Please confirm	Please be guided by RFP Provisions
348	11.16.3. Termination for Insolvency	Termination for Insolvency	Request LIC to make this clause to be made mutual	Please be guided by RFP Provisions
349	11.16.8. Consequences of Termination of the Selected Bidder:	Consequences of Termination of the Selected Bidder	Any termination support provided by the Bidder, shall be provided at an additional cost.	Please be guided by RFP Provisions

350	3.b Page 14/177	b. App tier is developed in COBOL hosted on MF Cobol for SOA Ver 1.09	Need more information on the deployment of MF Cobol for SOA (Ver 1.09). what is the application server on which SOA components are present?	More details about deployment of MF Cobol shall be shared during 2nd stage of bid process. Application server is MF Server for SOA on which SOA components are present.
351	11.19. Warranties	(f) Bidder shall provide comprehensive onsite warranty for complete solution, and deliverables for all the environments including, but not limited to, Development, SIT, UAT, Test and Training, Staging and Quality Assurance, primary production set up, near DR and far DR set-ups as well as the co location centers. Warranty will remain available for all production systems/components up to a period of 5 years from GO LIVE date. The warranty shall begin on date of delivery in respect of licensed software and services on date of completion of go-live phase in respect of development and customization and maintenance of application. During the warranty period, Bidder will ensure that proper ATS/AMC is taken from the concerning OEM and kept renewed from time to time.	Supplier warrants to LIC that it will provide the Services and Deliverables in accordance with generally accepted industry standards and practices. This warranty shall survive for a period of thirty (30) days following delivery of the relevant Service or Deliverable. SUPPLIER AND LIC AGREE THAT LIC'S SOLE AND EXCLUSIVE REMEDY FOR NON-CONFORMING SERVICES AND DELIVERABLES SHALL BE REPLACEMENT/RE-PERFORMANCE BY SUPPLIER, OR, AT SUPPLIER'S OPTION, REFUND OF THE FEES PAID FOR SUCH NONCONFORMING SERVICES AND DELIVERABLES.	The clause remains unchanged

		Further, the Bidder should provide AMC/ATS for the products and services as the case may be, post the period for warranty		
352	3.d Page 14/177	a. Web tier is developed in Java hosted on Glassfish 2.1.1. d. Application needs J2EE compliant Java application server for running these web instances.	What are the features of the application that are using the features of an application server.	Application Server GlassFish is being used as front end of eFEAP application, struts framework is being used for Java application development.
353	11.19. Warranties	(h)Period or correction of defects/issues during the warranty period shall be as per SLA which will include holidays.	This clause can be an obligation but we are not agreeable for it to be a warranty	Please be guided by RFP Provisions
354	11.2.2. and 11.19 (d) Warranties	(d) The Services will be complete, accurate and free from material faults; and	SUPPLIER DOES NOT REPRESENT OR WARRANT THAT SERVICES OR DELIVERABLES, INCLUDING BUT NOT LIMITED TO ANY SOFTWARE, WILL BE ERROR OR BUG FREE OR THAT SOFTWARE WILL FUNCTION WITHOUT INTERRUPTION OR THAT ANY OF THE SERVICES OR DELIVERABLES ARE DESIGNED TO MEET CUSTOMER'S BUSINESS REQUIREMENTS.	Please be guided by RFP Provisions
355	11.2.2. Warranties and 11.19. (c) Warranties	(b) It has all rights, title, licenses, interests and property necessary to lawfully perform the Services;	we propose the below change, kindly confirm? It has all rights, title, licenses, to the Suppliers pre-existing IPinterests and propertynecessary to lawfully perform the Services as per the agreed scope in the agreement/statement of work and any specified schedules;	The clause remains unchanged
356	11.2.2.	(e)It will not, nor will it suffer or permit any	We propose the below change , Kindly	The clause remains

	Warranties and 11.19. (d) Warranties	third party under its direction or control to negligently introduce into LIC's systems or any Deliverables any Harmful Code.	confirm The Supplier will not knowingly or willingly It will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into LIC's systems or any Deliverables any Harmful Code.	unchanged
357	11.23. Transition Support	In the event of failure of the Bidder to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the LIC at its sole discretion may make alternate arrangement for getting the Services contracted with another Bidder. In such case, the LIC shall give prior notice to the existing Bidder. The existing Bidder shall continue to provide services as per the terms of contract until a 'New Service Provider' completely take s over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the LIC, at no extra cost to the LIC, for ensuring smooth switch over and continuity of services. If existing Bidder is breach of this obligation, they shall be liable for paying a penalty of ` 50 Lakhs on demand to the LIC, which may be settled from the payment of invoices for the contracted period.	The transition support shall be provided at a cost to LIC. The Supplier is not agreeable to pay any penalty incase LIC terminates the agreement.	The clause remains unchanged
358	11.5.4. Consequences of termination	Where the Bidder is the Affected Party, it will be entitled to payment for Services Accepted or work performed prior to the date of	If the agreement has to be terminated due to a force majeure event taking place either with the Supplier or LIC, the Bidder is entitled to	The clause remains unchanged

		termination of the contract.	payment for Services accepted or the delivered until the effective date of termination of the contract.	
359	11.5.4. Consequences of termination	Notwithstanding the above, the decision of LIC shall be final and binding on the Bidder.	The Supplier is not agreeable to this clause. Any decision taken by LIC should be taken after consulting the bidder.	The clause remains unchanged
360	11.6.1 Indemnity	The successful bidder shall indemnify, protect and save LIC from/against all claims (financial, legal and other), losses, costs, damages, expenses, action suits and other proceeding, resulting from any damage / loss to infrastructure at DC and DR sites, infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc., any claims from third party, , corporation or other entity (including LIC) attributable to the Bidder's negligence or willful default in performance or non-performance under the contract, and services provided by successful bidder.	The successful bidder shall indemnify, protect and save LIC from/against all third party claims (financial, legal and other), losses, costs, damages, expenses, action suits and other proceeding, resulting from any damage / loss to infrastructure at DC and DR sites, infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc., any claims from third party, corporation or other entity (including LIC) attributable to the Bidder's gross negligence or willful default in performance or non-performance under the contract, and services provided by successful bidder.	The clause remains unchanged
361	11.7. LIABILITY	Except in cases of criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the Bidder and used/consumed by LIC, the Supplier/Bidder shall not be liable to LIC, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production, or	We propose the below change and request LIC to confirm? Except in cases of gross criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the Bidder and used/consumed by LIC, the Supplier/Bidder shall not be liable to LIC,	The clause remains unchanged

		loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/Bidder to pay liquidated damages to LIC and the aggregate liability of the Supplier/Bidder to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. However it is expected that the bidder/vendor will take utmost care so as to avoid any indirect or consequential loss of damage.	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 the supplier/Bidder to pay liquidated damages to LIC and the liability shall be limited to the average amounts paid by LIC to Supplier under the applicable statement of work during each consecutive twelve (12) months following the effective date. Supplier's limitation of liability is cumulative with all of Supplier's expenditures being aggregated to determine satisfaction of the above limit. The existence of claims or suits will not enlarge or extend the limit. aggregate liability of the Supplier/Bidder to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. However it is expected that the bidder/vendor will take utmost care so as to avoid any indirect or consequential loss of damage. The Supplier's liability to the customer is reduced to the extent (if any) that the customer causes or contributes to the relevant loss or fails to act reasonably to mitigate its loss.	
362	9.26	As part of this project bidder/service provider	The Supplier is not agreeable to provide	The clause remains

	INTELLECTUAL PROPERTY RIGHTS	will use software/tool to deliver services. If the use of any such software by / for LIC, infringes the intellectual property rights of any third person, bidder shall be primarily liable to indemnify LIC to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder under this project.	indemnity to LIC for third party software components that are used . The supplier is agreeable to provide the following indemnity- Supplier shall indemnify, defend and hold harmless LIC against all claims, actions, loss, liability, including reasonable attorney fees, incurred by LIC arising from or related to any claim, suit, or action brought against LIC by a third party for infringement of such third party's valid copyright or patent (in the jurisdiction where the Deliverables are being provided for use in) by a Deliverable. Supplier shall have sole control and authority over the defense and/or settlement of such a claim, suit or action, including the right, at its sole discretion to (i) procure for LIC the right to use the infringing Deliverable, (ii) replace the infringing Deliverable with a non-infringing, functionally equivalent one, (iii) suitably modify the infringing Deliverable so that it is non-infringing, or (iv) accept return of the infringing Deliverable and refund a pro-rata portion (based on a five-year straight line depreciation commencing upon delivery) of any fees paid by LIC to Supplier with respect to such Deliverable. The indemnity is conditional upon LIC giving Supplier prompt written notice of, and cooperating with Supplier in connection with, the defense of any such claim, suit or action, including appeals and negotiations. This indemnity shall not extend to any claim of infringement to the extent resulting from: (i)	unchanged
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			LIC's specifications, (ii) third party software, where the Supplier's use of such software has been in accordance with relevant licensing terms (iii) modification of the Deliverables unless made by Supplier, (iv) use or incorporation of the Deliverables in a manner for which they were not designed; or (v) use or combination of the Deliverables with items not provided by Supplier. THE INDEMNITY SET FORTH IN THIS SECTION STATES SUPPLIER'S ENTIRE OBLIGATION AND LIABILITY, AND LIC'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY THE DELIVERABLES.	
363	9.26.1	If a third party lays a claim for any partial or full ownership of any software or its components supplied by the bidder, which jeopardize, disrupt or endanger the LIC's right of uninterrupted use of the software, the bidder shall at no cost whatsoever to the LIC, (i) regularize the license so that the LIC may continue to use the software in accordance with the terms set out in the RFP and any subsequent Agreement, or (ii) modify the software without affecting the performance or functional aspects of the software in any manner, to avoid the infringement claim, or (iii) replace the software with an alternate, non-controversial and non-infringing product, without compromising the quality and functionality of the software to be replaced.	the supplier shall provide indemnity against any infringement claims brought against LIC by a third party for the infringement of such third party's valid copyright and patent as mentioned in the clause above. The supplier is not agreeable to provide any indemnity against any ownership claims	The clause remains unchanged

364	9.26.2	In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the systems or any parts thereof with relation to the contract deliverables, in LIC's country, the Bidder will act expeditiously to extinguish such claim. If the Bidder fails to comply and LIC is required to pay compensation to a third party resulting from such infringement, the Bidder will be responsible for the compensation including all expenses (court costs and lawyer fees). LIC will give notice to the Bidder of such claim, if it is made, without delay as when received.	the supplier shall provide indemnity against any infringement claims brought against LIC by a third party for the infringement of such third party's valid copyright and patent. The Supplier shall defend and indemnify LIC as per the clause mentioned in row 3	The clause remains unchanged
365	9.26.2	In no event shall LIC be liable for any indirect, incidental or consequential damage or liability, under or in connection with or arising out of this RFP, or out of any subsequent agreement relating to any hardware, software and services delivered. For this purpose it would be immaterial how such liability may arise, provided that the claims against customers, users and service providers of LIC are considered as a direct claim	we request that the clause be made mutual. Kindly Confirm? To add the following Exclusion of Implied Warranties Supplier disclaims all warranties implied, statutory or otherwise with respect to the services and deliverables provided and all components and elements thereof, including but not limited to implied warranties of merchantability and fitness for particular purpose. Any third party software and OSS are delivered as-is without warranties or liability of any kind (direct or indirect).	The clause remains unchanged
366	9.26.6	Liability of the successful bidder- The successful bidder shall be responsible for all due permissions, authorizations and consents from any third party licensors of software provided by the bidder for	The successful bidder shall be responsible for all due permissions, authorizations and consents from any third party licensors of software provided by the bidder for this project. The liability of the bidder, in case of claims against	The clause remains unchanged

		this project. The liability of the bidder, regardless of the nature of the action giving rise to such liability and in case of claims against the LIC arising out of misconduct or gross negligence of the bidder, its employees and subcontractors or through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	the LIC arising out of wilful misconduct or gross negligence of the bidder, its employees and subcontractors or through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	
367	9.26.6	Liability of the successful bidder- The successful bidder shall be responsible for all due permissions, authorizations and consents from any third party licensors of software provided by the bidder for this project. The liability of the bidder, regardless of the nature of the action giving rise to such liability and in case of claims against the LIC arising out of misconduct or gross negligence of the bidder, its employees and subcontractors or through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	We propose the below change, kindly confirm the change ? The successful bidder shall be responsible for all due permissions, authorizations and consents from any third party licensors of software provided by the bidder for this project. The liability of the bidder, regardless of the nature of the action giving rise to such liability and in case of claims against the LIC arising out of wilful misconduct or gross negligence of the bidder, its employees and subcontractors or through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	The clause remains unchanged
368	9.26.7	Rights in Vendor's Pre-existing IPR There shall be no assignment or transfer of any Vendor's pre-existing IPRs (including any amendments, modifications or enhancements thereto) pursuant to this Agreement	The SUPplier proposes to add the following to the existing clause- In the event Vendor Materials are embedded in the Deliverables, Vendor grants to Customer a non-exclusive, non-transferable, irrevocable,	The clause remains unchanged

			royalty free and perpetual license for the Customer's internal use of the same as part of the Deliverables in which they are embedded. Nothing contained in this Agreement shall be construed to grant Customer any right to use or exploit such Vendor Material in its stand-alone form separate and apart from the Deliverables. Kindly Confirm	
369	9.26.8.	IPR Warranty The Bidder will warrant that: a. The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person.	To the best of Suppliers knowledge and as on the date of delivery to LIC, Supplier warrants that the deliverables will not infringe any third partys IP rights.	The clause remains unchanged
370	9.26.9. Remedy for breach of warranty	9.26.9. Remedy for breach of warranty If someone claims, or LIC reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights, the Vendor will, in addition to the indemnity under clause 11.6 and to any other rights that LIC may have against it, promptly, at the Vendor's expense:	The Supplier shall only agree to provide indemnity for proven claims of IP infringement	The clause remains unchanged
371	9.3 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/Bidder to pay liquidated damages to LIC and the aggregate liability of both the parties whether under the Contract,	We would like to propose the following- 1) We are not agreeable to keep liquidated damages outside the liability cap. 2) the cost or repairing and replacing defective equipment will be as per the agreed warranty clause and we are not agreeable to keep it outside the liability cap. 3) the aggregate liability to be limited to the average amounts paid by LIC to Supplier under the applicable statement of work during each consecutive twelve (12) months following the effective date. Supplier's limitation of liability is	The clause remains unchanged

		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.	cumulative with all of Supplier's expenditures being aggregated to determine satisfaction of the above limit. The existence of claims or suits will not enlarge or extend the limit.	
372	General		How much time we will get between Technical Workshop and POC once eligibility bid is submitted	The details shall be shared / provided to eligible bidders.
373	General		Will bidder be allowed to update code for other layers (non-mainframe)	Please be guided by RFP Provisions
374	High Level Scope of Work	The decision of continuing with the same TPS or replacing it with latest software/technology should be taken by understanding and considering following points	Will LIC be open to adopt latest technology to package the application with S/W stack ?	Please be guided by RFP Provisions
375	Higher level scope of work	The decision of continuing with the same TPS or replacing it with latest software/technology should be taken by understanding and considering following points:	What will be underlying infrastructure components from Compute, Storage and N/W perspective ?	The details shall be shared / provided to eligible bidders.
376	Higher level scope of work	The decision of continuing with the same TPS or replacing it with latest software/technology should be taken by understanding and considering following points:	Will LIC be open to latest microservices based architecture ?	Please be guided by RFP Provisions
377	Higher level scope of work	The bidder will require ensuring that logs generated from all TPS Stack are integrated with LIC's log Management System for monitoring purpose. The bidder will ensure that suggestions and guidance are being provided to LIC IT team for log integration with LIC's Log management system in an effective manner. The bidder will facilitate the Integration of logs with Central command center for monitoring the performance of TPS	What is the current Log Mgmt Solution that LIC is using ?	Log management system SIEM being used to archive the logs generated from eFEAP systems. More details will be shared at 2nd stage of bid process to shortlisted

		components.		
378	Page 21 - 3.9	The bidder should have Partnering Agreement with OEMs, which is mandatory and it should be as per role of OEM defined in the RFP.	We shall not be able to share the agreement between SI & OEM due to NDA Kindly allow for confirmation of partnership on company letter head, sealed & signed	Please refer the corrigendum-V
379	Page 21 - 3.9	The Bidder must confirm to LIC that they are willing to enter into back to back teaming agreement with OEM for risk mitigation in meeting the deliverables, implementation and other service commitments as per the RFP the Bidder makes to LIC under the Contract to be entered into.	We shall provide back to back support only for our software licenses & its maintainence.	The clause remains unchanged
380	Page 31 Annexre 20	The Bidder should certify that the contents of the CD's are the same as that provided by way of hard copy/soft copy submitted. The format of the letter to be submitted is given in Annexure-20. In the event of a discrepancy, the hard copy/softcopy details would prevail.	Kindly confirm whether bidder has to submit a hard copy or is it only through tender wizard. Also it was mentioned in prebid meeting it is going to be only electronic format.	This is an E – Tender and hence Bids must be submitted "ON LINE". All documents to be signed ,scanned and uploaded online only through e procurement portal. Only Successful bidder will be required to submit the hardcopy (physical submission) of the entire uploaded document. However, the bidders are

				required to submit the original physical copy of BG with LIC apart from the scanned copy uploaded on tendering portal.
381	Page 31 Annexre 20	The Bidder should certify that the contents of the CD's are the same as that provided by way of hard copy/soft copy submitted. The format of the letter to be submitted is given in Annexure-20. In the event of a discrepancy, the hard copy/softcopy details would prevail.	Bidder is requested to submit a CD, kindly confirm and if yes, can we do a pen drive submission as organization wide laptops does not allow CD drive.	This is an E – Tender and hence Bids must be submitted "ON LINE". All documents to be signed ,scanned and uploaded online only through e procurement portal. Only Successful bidder will be required to submit the hardcopy (physical submission) of the entire uploaded document. However, the bidders are required to submit the original physical copy of BG with LIC apart from the scanned copy

				uploaded on tendering portal.
382	Page 14 - Point 3	RHEL, MySQL DB, JDK	Which versions of RHEL, MySQL DB, JDK are upgraded to?	Latest stable version compatible with other components of SW stack.
383	Page 14/117	5. Site level/Data Centers details are given in the table below	Page 13 refers to 113 divisional data centers but this table refers to 125 (Primary + NDR). Please clarify. Also what does COLO means ?	The details shall be shared / provided to eligible bidders.
384	Page 14/177 point 4	8. server type DBSR deployed at Secondary Site.	Please give details of this DBSR. What does DBSR stand for? what components are deployed on this server?	The details shall be shared / provided to eligible bidders.
385	page 15/117	6. RHEL, Glass fish, MFSOA COBOL, TIBCO and MYSQL licenses are available with LIC.	Assuming you have RHEL licenses, MySQL licenses can be used in the upgradation. How about Glass fish, MFSOA COBOL, TIBCO licenses. We understand these licenses have reached End of Support? Can SI leverage these licenses in the proposed upgradation exercises?.	Please be guided by RFP Provisions
386	Page 45 - Point 10	The bidder needs to upgrade & migrate all the software components mentioned in section 4.2. to latest and compatible version in consultation with all stakeholders.	Which all stakeholders needs to be considered from LIC team & extrenal/third party teams	The details shall be shared / provided to eligible bidders.
387	Section 11. 16.2 & Page no. 111	Termination of contract for default	We need to have 30 days cure period prior to termination	Please be guided by RFP Provisions
388	Page 46/177	15. The bidder will require ensuring that logs generated from all TPS Stack are integrated with LIC's log Management System for monitoring purpose. The bidder will ensure that suggestions and guidance are being provided to LIC IT	Please let know what is the current Log Management System/solution being used in LIC.	Log management system SIEM being used to archive the logs generated from eFEAP systems. More

		team for log integration with LIC's Log management system in an effective manner. The bidder will facilitate the Integration of logs with Central command center for monitoring the performance of TPS components.		details will be shared at 2nd stage of bid process to shortlisted
389	Section 11. 16.8 & Page no. 112	The terminated Bidder shall support takeover of the solution by LIC or a new Bidder selected by LIC for continuity of the project during the period of transition. This period of transition shall not exceed six months from the effective date of termination.	Propose to add" the transition cost needs to be mutually agreed "	The clause remains unchanged
390	Page 46/177	18. Implementing the ISMS configuration/Application/IRDA Audit Points on top of the above configurations and hardening the system at OS level. It is the responsibility of the bidder to provide expertise(personnel with expertise in the field) for implementing/resolving the configuration points where-ever required.	Is the SI supposed to provide the Security Vulnerability, Penetration Testing tools or LIC's current tools can be leveraged?	The details shall be shared / provided to eligible bidders.
391	Section 11.10 & Page No. 104	Limitation of Liability- The proposed cap on liability is Total Contract Price and this limitation does not apply to cost of replacing or repairing defective equipment	The liability should not be more than the fees paid by the client in last 12 months and it does not include the cost of repairing and replacing the defective equipment	The clause remains unchanged
392	Section 11.16.1 & Page no 110	Termination and reduction for convenience- prior notice of 30 days before terminating the contract or reducing the scope of services	Atleast 90 days notice has to be given before terminating the contract or reducing the scope of services. Customer to pay for all the efforts rendered till the date of termination including the WIP	The clause remains unchanged
393	Page 48/177	4.2 Upgrade/Replace & Migrate the eFeap	There is no reference to the software used for	The details shall be

		TPS Stack	Monitoring, SLA etc. please let know if SI can leverage the existing solutions.	shared / provided to eligible bidders during 2nd stage of bid process
394	Page 57/177	3. Technical workshop/presentation with the eligible bidders will be conducted and opportunity will be given to all such bidders to participate in the discussions and a suitable technical solution to be decided by laying down the technical specifications, software components and integration requirements etc. The bidders will be required to submit a POC/POS proposal compliant to the technical solution discussed. The bidders will then be required to participate in the POC process as required under this RFP. Any bidder invited to participate in the POC, but is not in a position to supply the technical solution due to modifications in the technical specifications or terms and conditions, is allowed to withdraw from the bidding proceedings either before conducting POC or before submission of technical bid without forfeiting his bid security, by declaring his intention to withdraw from procurement proceedings with adequate justification. The decision of the LIC in the matter of technical specifications and terms & conditions will be final.	Would the technical workshop be a combined one with all the selected bidders or one on one with each of the selected bidders? What will be the time given to the bidder post the technical workshop to submit a PoC/Pos Proposal?	Details about technical workshop , time given for submission of PoC/PoS proposal shall be provided during 2nd stage of bid process.
395	Section 11.4 & Page No. 100	Force Majure Clause- the bidder need to notify the LIC about such conditions within 2	Propose to have 15 days instead of 2 days as we will need to asses the situation	The clause remains unchanged

		calendar days		
396	Page 58/177	7.3 POC (Proof Of Concept)/ POS(Proof Of Solution): The Scope of POC/POS will be shared at stage 2 of RFP with eligible bidders.	As per the points discussed on page 57. PoC/Pos is in stage1. kindly let us know when the details of POC will be informed to SI's ?	Details of POC shall be informed to shortlisted bidders only during technical workshop stage.
397	Section 11.9 & Page No. 103	In the event of failure to render the service the LIC may make alternate arrangements for getting the service from any other source and the bidder has to reimburse the expense if any incurred by LIC in availing such services	This is step in clause " we want to cap the time period to 90 days and the expenses can not be more than 120% of the actual milestone value"	The clause remains unchanged
398	Section- 3.12 & Page No. 24	Earnest Money Deposit	Can we provide complete EMD in one format as Bank guarantee or Demand Draft ?	Please refer the corrigendum-V
399	Section- 3.22 & Page No. 38	Extension of Validity of Bids	We propose a validity not more than 180 days.	The clause remains unchanged
400	Section 9.18 & Page No.76	LIC reserves the right to place the repeat orders for additional software and services on same terms and conditions and same prices for 5Years	The price needs to be mutually discussed and agreed and cannot be the same price for 5 years.	Please be guided by RFP Provisions
401	Section 9.19.5 & Page No.77	The Bidder will pass on to LIC, all fiscal benefits arising out of reductions, if any , in Government levies viz. sales tax, excise duty, custom duty etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.	Bidder proposes to delete this clause as we cannot agree to this clause	The clause remains unchanged
402	Section 9.19.6 & Page No.77	The Quoted Prices are needs to be discounted @10% (NPV)	Would like to understand the rationale for 10% and also request to have a sample calculation	The details shall be shared / provided to eligible bidders.
403	Section 9.26.2	In no event shall LIC be liable for any indirect, incidental or consequential	we request that the clause be made mutual. To add the following Exclusion of Implied	The clause remains unchanged

		damage or liability, under or in connection with or arising out of this RFP, or out of any subsequent agreement relating to any hardware, software and services delivered. For this purpose it would be immaterial how such liability may arise, provided that the claims against customers, users and service providers of LIC are considered as a direct claim	Warranties Supplier disclaims all warranties implied, statutory or otherwise with respect to the services and deliverables provided and all components and elements thereof, including but not limited to implied warranties of merchantability and fitness for particular purpose. Any third party software and OSS are delivered as-is without warranties or liability of any kind (direct or indirect).	
404	Section 9.28.2 & Page No.88	Liquidated Damages- The total penalty is capped @10% of TCV and 1% of TCV per week of delay upto 8 weeks and 2% of TCV after 8 weeks	We propose "The total penalty should be not more than the 7.5% of TCV and 0.5% of TCV per completed week of delay"	The clause remains unchanged
405	Section 9.5 & Page No. 68	If any fraud happen then LIC will forfeit the EMD and may ban the Infosys in participating any RFP for 2 years	The clause is open ended request LIC to define the fraud scenarios in this case	Refer RFP section 9.5. Fraud and Corrupt Practices
406	Section 4.1 Point 3E	Making the application future ready and agile by leveraging latest technology trends of the industry.	Making the application future ready and agile by leveraging latest technology trends of the industry. It is very open ended statement. As we are upgrading only existing hardware, can you elaborate more on this	The details shall be shared / provided to eligible bidders.
407		Infosys proposes to add the term	Indemnity from LIC- LIC shall indemnify, defend and hold harmless Supplier against all liability, claims, costs, losses, damages, and expenses incurred by Supplier arising from or related to any claim, suit, or action brought against Supplier by a third party for infringement or misappropriation of a third party's copyright, patent, trade secret or other intellectual property rights by any intellectual property provided by LIC to Supplier under this	Please be guided by RFP Provisions

			Agreement. Supplier shall give LIC prompt written notice of, and the parties shall cooperate in, the defense of any claim, suit or action, including appeals and negotiations. This indemnity shall not extend to any claim of infringement or misappropriation to the extent resulting from Supplier's unauthorized modification of such intellectual property.	
408		Infosys proposes to add the term	LIC acknowledges that all or part of the Services may contain general know-how and prior intellectual property of Supplier, which is used or useable in connection with the providing of products and services by Supplier to other persons, firms and entities. Further, LIC acknowledges that all rights in such general know-how and prior intellectual property, including but not limited to utility routines, generalized interfaces, algorithms, ideas, techniques, concepts, proprietary processes, tools, methodologies and improvements thereon shall continue to vest solely in Supplier. In the event that any general know-how and prior intellectual property of the Supplier is embedded as a part of the deliverables, Supplier grants to LIC a non-exclusive, non-transferable, royalty free, perpetual license to use such know-how and prior intellectual property that are embedded in such deliverable and form an integral of such deliverable to enable LIC's use of such deliverables. Nothing contained in this paragraph shall be construed to grant the LIC any right to use or exploit such	Please be guided by RFP Provisions

			prior intellectual property in its stand-alone form.	
409		Infosys proposes to add the term	Supplier warrants to LIC that it will provide the Services and Deliverables in accordance with generally accepted industry standards and practices. This warranty shall survive for a period of thirty (30) days following delivery of the relevant Service or Deliverable. SUPPLIER AND LIC AGREE THAT LIC'S SOLE AND EXCLUSIVE REMEDY FOR NON-CONFORMING SERVICES AND DELIVERABLES SHALL BE REPLACEMENT/RE-PERFORMANCE BY SUPPLIER, OR, AT SUPPLIER'S OPTION, REFUND OF THE FEES PAID FOR SUCH NONCONFORMING SERVICES AND DELIVERABLES.	Please be guided by RFP Provisions
410		(c) However, in case of termination /cancellation of Contract, the Contractor cannot absolve their responsibility towards the assets owned by LIC and kept / stored in their Co-Location Data Centre facility and has to comply with the requirement stipulated in this document. The successful bidder shall have no right of termination of Contract.	The Bidder would like termination rights for 1) convenience, 2) non payment of fee by LIC, 3) material breach by LIC	The clause remains unchanged
411	Section 4.1. Point 14	The bidder is required to support, guide and assist in testing of all the eFeap modules and their functions including integration of eFeap with other applications. User acceptance testing will be done by LIC Team and required support is to be provided by bidder.	Who will be conducting functional and performance testing of upgraded/replaced hardware software	The details shall be shared / provided to eligible bidders.

412	Section 4.1.30 & Page No. 48	Performance measurement will be done on monthly basis or as required by LIC and will be performed by LIC or LIC appointed third party agencies. Bidder representative will assist LIC in Performing Performance Measurements.	The TPA to be appointed cannot be a direct competitor to Infosys, kindly confirm ?	Please be guided by RFP Provisions.
413	Section 4.2	Upgrade/Replace & Migrate the eFeap TPS Stack:	The TPS stack does not mention about migration of TIBC, is it out of scope ?	TIBCO upgradation is not in the scope of this RFP
414	Section 4.2	Upgrade/Replace & Migrate the eFeap TPS Stack:	The TPS stack mentions about upgrade and migrate of RHEL, Can we recommends an alternate Operating system apart from RHEL ?	The requirement is clearly set out in RFP.
415	Section 9.28 & Page No.86 & 87	Payment terms	The payment terms cannot be agreed for migration, we propose to have milestones in place. Acceptance of HLD Document - 10% Delivery to SIT - 40% User Acceptance Test Sign Off - 20% Go-live Pilot Locations - 20% Completion of Go-Live & Warranty- 10% Payment terms for licences is also not acceptable its 80% on go-live and infosys would like to propose 30 days payment terms on delivery of licence	The clause remains unchanged
416	Technical		What are the JEE specification used in the components deployed on GlassFish	The details shall be shared / provided to eligible bidders.
417	Technical		Is the solution stack consistent across all the application modules in eFEAP platform	Please be guided by RFP Provisions
418	Technical	Making the application future ready and agile by leveraging latest technology trends of the industry.	Are there any other integration mechanisms other than Tibco Rendezvous	The details shall be shared / provided to eligible bidders.

419	Technical		How do we compare that the functionality/performance has been maintained	The details shall be shared / provided to eligible bidders.
420	Upgrade/Replace & Migrate the eFeap TPS Stack	Upgrade and migrate of RHEL Operating System	As per official documentation of RHEL is not certified on Nutanix Acropolis Hypervisor (AHV) PI refer link https://access.redhat.com/solutions/3432561 Hence ,Is RHEL mandatory or any compatible, enterprise grade Linux distribution with support will work for migration (Eg. Ubuntu)?	Please be guided by RFP Provisions
421	Upgrade/Replace & Migrate the eFeap TPS Stack	Upgrade and migrate of RHEL Operating System	Can Bidder position as part of solution Industry Standard Hypervisors supported on LIC current Infrastructure and roadmap to enable Hybrid cloud approach?	Please be guided by RFP Provisions
422	Upgrade/Replace & Migrate the eFeap TPS Stack	Replace and Migrate Oracle Enterprise Glassfish Application Server	Does the current GF implementation have any EJBs? if its not then can bidder position Enterprise version Web Servlet container such as Tomcat for Upgrdae of GF? If Glassfish used only as a web servlet containers, Is it ok to migrate this into a Kubernetes based environment with Springboot running on Tomcat?	The details shall be shared / provided to eligible bidders.
423	Upgrade/Replace & Migrate the eFeap TPS Stack	Upgrade and Migrate JDK/JRE	Does LIC have a subscription for JDK / JRE from Oracle that you want to continue or are you looking for bidder to include JDK /JRE as part of the bid? Is LIC open to consider other TCK tested compatible enterprise grade JVMs?	The details shall be shared/provided to shortlisted bidders only.
424	Page 42	3.26- Precontract and Eligibitliy Bid,The Bidder who has been declared Eligible after the	Can you please share the split of scoring and weightage to be given for sections	The details shall be shared/provided to

		Eligibility Bid Evaluation and who on the basis of scoring at least 75% marks in the Technical Evaluation will be eligible for Commercial evaluation.		shortlisted bidders only.
425	Page 14 - Point 3	Web tier is developed in Java hosted on Glassfish 2.1.1	If Glassfish is to be replaced with, what is the name and version of the application server?	System Integrator to suggest a suitable application server as per scope of RFP.
426	Page 14 - Point 3	There is a software load balancer for Cobol web services known as MF ELCS.	MF ELCS product retired. This has to be replaced with physical load balancer. This has been communicated to LIC 2 years back.	The details shall be shared / provided to eligible bidders. However bidder needs to propose suitable software alternative
427	Page 45 - Point 11	The bidder to ensure that during the migration period the upgraded TPS stack should be able to communicate with older TPS stack seamlessly and without any business implications and disruption during transit period of upgradation and migration.	For seamless migration/upgradation we recommend that LIC/Bidder consider having a test bed for releasing the new stack to the production, kindly factor the same We would like to propose a few test bed for moving modules in testing process followed by production in parallel	The details shall be shared / provided to eligible bidders.
428	Page 45 - Point 7	The bidder will require to suggest/guide/help the LIC team in code related changes/modifications required. The bidder shall be taking the inputs regarding code related changes/modifications from OEM, if required.	Does the code refers to the LIC's application source code or any other?	LIC's application source code including any configuration changes/hardening required at SW components level including DB configuration, SQL

				Query Changes.
429	Page 45 - Point 9	The bidder will require identifying the future roadmap for each software component. All proposed upgrade / replacement should have officially compatible with other software components including operating system, HCI solution and also currently integrated non-eFEAP systems.	Need details about the s/w stack to provide the information	Provided in RFP section 2.2 current state ,page no 14
430	Page 48 - Point 4.2.2.	Upgrade/Replace and Migrate MF COBOL Server for SOA & Server Express	Exisintg Cobol stack is propsed to be replaced with Visual Cobol which would be a perfect fit considering LIC requirement & product road map	Please be guided by RFP Provisions
431	Page 58 - Point 7.3	POC of proposed solution needs to be conducted by the shortlisted bidders by simulating the proposed solution with upgraded TPS stack and all other components with data of at least 2 Divisions of one zone. Bidder needs to demonstrate that performance and other requirements as per RFP. It will be bidders responsibility to successfully complete the POC with the proposed solution components or with technically complaint substitutes wherever permitted by LIC within the POC duration.	Please provide the scope of the POC?	Scope of POC shall be provided to the shortlisted bidders only in second stage of bid process.
432	Page 93 - Point 6.1	All licenses should be provided in the name of LIC and should be enterprise, unlimited, perpetual license.	For Visual Cobol, runtime licenses can be provided on enterprise & perpetual model for eFEAP Next application For Devloper licenses we would request LIC to share the count of exisintg devloper & resource rampup likely to happen considering the span of next 5 years. Similar licensing model has been provided to	Details sought shall be provided during second stage of bid process to shortlisted bidders only.

			LIC which is in current use.	
433	Page 93 - Point 6.2	Source code and scripts / customizations developed will be owned by LIC and the IPR for this will also vest with LIC.	Product source code cannot be shared with bidder or LIC	Please be guided by RFP Provisions
434	Page 13	Point # 2	Please provide more clarity to understand this point.	The para is self explanatory. More details shall be shared during technical workshop.
435	Overall	NA	Kindly share Overall Architecture Diagram for eFeap Application.	The details shall be shared / provided to eligible bidders.
436	Overall	NA	Understand that eFeap application is developed on Struts 2 Framework. Kindly confirm the same.	Please be guided by RFP Provisions
437	Overall	NA	Understand that the Application Server needs to be standard JEE Compliant. Kindly share any specific application requirement, if any.	Please be guided by RFP Provisions , more details will be shared with eligible bidders.
438	Overall	NA	Is there a requirement to change the Java Application deployed on GalssFish, i.e. rewrite the application? Or is the ask to use the same application and perform only the necessary changes so as to run on the new Application Server.	Please be guided by RFP Provisions
439	Overall	NA	Is there a requirement to replace/upgrade/change the Messaging/Middleware stack which is hosted on TIBCO? As Section 4.2 does not mention the same, but Page 12 does mention the same as part of TPS, which is then referred at multiple	TIBCO middleware upgradation is not in the scope of this RFP

			locations within the RFP document.	
440	Overall	NA	Has the required Hardware already procured? Kindly share Hardware details of the same	The details will be shared to shortlisted bidders.
441	Overall	NA	Is it required that the new platform be hosted on RHEL?	Please be guided by RFP Provisions
442	Overall	NA	Kindly share sizing of the existing infrastructure where the different components of TPS are hosted upon.	The details shall be shared / provided to eligible bidders.
443	Overall	NA	What is the future sizing requirement?	The details shall be shared / provided to eligible bidders.
444	Overall	NA	Please provide details on the client application that connects to eFeap application. Details like, * Whether it is a Thick or Thin Client? * Technology on which the Client application is developed upon.	The details shall be shared / provided to eligible bidders.
445	Overall	NA	Is there Standalone Java code running outside GlassFish Application Server, which requires JDK/JRE to execute?	The details shall be shared / provided to eligible bidders.
446	Overall	NA	Is there a requirement to deploy the Web Application (which is currently running on GlassFish) in a Clustered Environment to provide features of scalability and high availability?	The details shall be shared / provided to eligible bidders.
447	Overall	NA	What are the total no of Glassfish Licenses LIC has currently	The details shall be shared / provided to eligible bidders.
448	Page 14	Point # 4	Please provide more clarity to understand this point.	Please be guided by RFP Provisions
449	Page 14	Point # 5	How does 113 location fit into the details that	The details shall be

			are provided in this point?	shared / provided to eligible bidders.
450	Page 14	Point # 3	Web Tier hosted on GlassFish interacts with App Tier (hosted on COBOL) over HTTP based Web Services hosted by App Tier, and DB Tier (hosted on MySQL) over JDBC Connection. Kindly confirm the same. Provide more details if any other application integration is also involved in the solution.	Mysql connections are being done using JDBC in JAVA and ODBC in COBOL. Also integration with other applications. More details will be shared at 2nd stage of bid process.
451	Page 47	Point # 24	Please provide more clarity when you mention about providing "Multilingual Support".	The details shall be shared / provided to eligible bidders.
452	Page 48	4.2 5. Upgrade and Migrate MySQL Enterprise Edition Database (including migration of existing data with 100% data integrity)	What is meant by data Integrity , is there any issue with existing data, data types,consistency. Please provide more details with example of data issues.	The data should be migrated successfully without any modifications or omissions in field or records. There is no issue with the existing data. As-is data to be migrated and validated pre and post migration to ensure data is migrated fully without any loss or change
453	Page 12		What is ELCS in TPS?	The details shall be

				shared / provided to eligible bidders. However bidder needs to propose suitable software alternative
454	2.2 Current State, Point Number 3	e. TIBCO rendezvous is being used for messaging solution between divisions.	Please provide the version of TIBCO rendezvous	The details shall be shared / provided to eligible bidders.
455	5.1.2. The proposed Onsite Engineer	c) Should be on the salary roll of the OEM/ vendor.	Will LIC be contracting for respective OEM onsite engineer directly with OEM or thru bidder?	It will be through bidder only.
456	2.2. Current State, Point no 4	4. Existing Server Details at Primary Site/Far DR Site for Each Division in the Zone	Please provide more details on the number of CPU's/ vCPU's / cores provisioned for the existing TPS Stack deployed. Also what is the growth LIC expected YoY on these workloads.	The details shall be shared / provided to eligible bidders.
457	10. SERVICE LEVEL AGREEMENT (SLA):	Other Terms & Conditions: 6.. License Requirements: I. All licenses should be provided in the name of LIC and should be enterprise, unlimited, perpetual license.	Request you to change the mentioned clause as below: I. All licenses should be provided in the name of LIC and should be enterprise, unlimited, perpetual license or Subscription based.	The clause remains unchanged
458	Section 5.2.2	c) Should be on the salary roll of the OEM/ vendor.	Does LIC need "one" L3 per OEM per TPS Stack component? Please clarify	Please be guided by RFP Provisions
459	Section 5.2.2	c) Should be on the salary roll of the OEM/ vendor.	Does LIC require the L3 engineer directly from respective OEM. In that case the L3 Engineer has to be sub-contracted to respective OEM's. Please clarify.	subcontracting is not allowed, Please refer the corrigendum-V
460	3.14.2. Undertaking for	5. Bidder shall be willing to transfer skills to relevant personnel from LIC and the vendor	This will require training from OEM on respective products being proposed. Please	The details shall be shared / provided

	Warranty, AMC, ATS and Quality Assurance	providing the customization services for softwares to LIC, by means of training and documentation	provide details on number of LIC associates to be trained for OEM product specific trainings.	to eligible bidders.
461	3.14.2. Undertaking for Warranty, AMC, ATS and Quality Assurance, Point No 6	2 Bidder shall provide and implement patches/ upgrades/ updates for software/Operating System/ Middleware/ DataBase etc as and when released by the Vendor/OEM or as per requirements of LIC	Considering the large number of Installations and regular Patch/Upgrade and Maintainance of the application we recommend LIC to mandate use of enterprise grade licensed IT automation tool to streamline the process having faster rollouts and repeatable across the landscape, thereby helping LIC is greater uptimes.	Bidder may propose the tool during technical workshop
462	3.9. PARTNERS	Bidder needs to fulfill all the eligibility criteria and technical evaluation criteria in their individual capacity unless mentioned otherwise. However, this RFP permits the Bidder to deploy one or more partners with technical expertise relevant to this project. Nevertheless, for all purposes the Bidder will be overall responsible for performance of the Work as scoped under this RFP.	Does this clause mandate bidder to include OEM technical expertise in terms of OEM TAM & OEM consulting services to provide required outcomes expected by LIC.	Please be guided by RFP Provisions
463	7.8 Final Evaluation	o) The bidder would need to provide all costs in Annexure 7 Commercial bid details. The cost summary from these will flow into the Summary sheet of Annexure 7 Commercial bid details.	Annexure 7 in the tender document on Page 138 is asking for Bidder Details. Commercial bid details section is missing in Annxure 7	The details shall be shared / provided to eligible bidders.
464	11.15.1 , Page 108, 11.15.1 Compliance with LIC requirements / Regulatory Compliance	11.15.1 Compliance with LIC requirements / Regulatory Compliance	Please share LIC Information security policy	The details shall be shared / provided to eligible bidders.

465	6. ELIGIBILITY CRITERIA, Page 56	10. Bidder/Partner should have 1000 developers having expertise in various TPS proposed to be upgraded or replaced like Linux, COBOL, JAVA, MYSQL etc on roll as on date of publication of RFP	Is the requirement for total 1000 developers OR is it 1000 developers per technology area	The requirement is total 1000 developers.
466	General		As in the current COVID scenario it would not be possible to get any physical signature and stamp on any documents, we would request that use of Digital Signature to be allowed where ever the Authorised Signatures are required for submitting of the documents to LIC.	Digital Signature is allowed where ever the Authorised Signatures are required for submitting of the documents provided documents are digitally signed by the authorised signatory.
467	Annexures, Page 123 to 172	Various annexures to be submitted as part of the Stage 1 submission - Eligibility Bid	Can you please clarify which all Annexures need to be submitted as part of Stage 1	Annexure-1, Annexure-2, Annexure-3, Annexure-7, Annexure-8, Annexure-15, Annexure-16, Annexure-17, Annexure-18, Annexure-EC (part-A, part-B, part-C), Annexure-20, Annexure-23, Annexure-24 are to

				be submitted at Eligibility Bid stage. However, Annexure-4, Annexure-9, Annexure-12, Annexure-14 are to be submitted at the LATER stage.
468	General		Please provide word document of the RFP as we need to extract various formats for submission as part of Bidder's response to the RFP	Please be guided by RFP Provisions
469	Page 54, 6. ELIGIBILITY CRITERIA- Sr. No.6	The Bidder should be in a business of delivery, installation, configuration, maintenance/ support, systems Integration, and software services in India for at least last 3 years on bid submission date. Documentary evidence in the form of past Purchase Order / Work Order satisfying in the business of delivery, installation, system integration for at least last 3 years	Request to allow to submit documentary evidences on the credentials for the period of last 10 years instead of 3 years as mentioned.	Please be guided by RFP Provisions
470	General		We would request addition of the following: Execution Infrastructure The COMPANY will provide necessary and adequate infrastructure to enable Bidder to fulfill its commitment for the assignment. This will be applicable for each Bidder Consultant associated with the project and will be arranged for and provided at no cost to Bidder. The infrastructure will include:	Please be guided by RFP Provisions

			i. Office space; ii. Hardware and software; iii. Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs; iv. Office stationery and consumable; v. Secretarial assistance, if necessary at site; vi. Telephone, e-mail and fax facilities at site; vii. Photocopying assistance; viii. Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/ terminals, overhead projector and consumables. (pl. mention if any additional infrastructure is to be provided). The above-mentioned infrastructure will be required for work to be carried out at the site of COMPANY during regular working hours. COMPANY shall make arrangements to provide for the same beyond these hours such as after regular working hours and on holidays (excluding only compulsory national holidays), whenever required.	
471	Page 54, 6. ELIGIBILITY CRITERIA- Sr. No.6	The Bidder should be in a business of delivery, installation, configuration, maintenance/ support, systems Integration, and software services in India for at least last 3 years on bid submission date. Documentary evidence in the form of past Purchase Order / Work Order satisfying in the business of delivery, installation, system	Request to allow to submit documentary evidences on the credentials for the period of last 10 years instead of 3 years as mentioned. Further also allow to provide letter or email from the end customer instead of Purchase Order / Work Order as sharing POs or WOs becomes very difficult due to existng NDAs etc. Alternately requesting LIC of India to accept self	Please be guided by RFP Provisions. Bidders to Share the documents as per RFP Requirements. Confidential items may be masked.

		integration for at least last 3 years	declaration from bidder's authorized signatory where ever furnishing of any document will not be possible.	
472	Page 54, 6. ELIGIBILITY CRITERIA- Sr. No.7	Bidder must have implemented minimum of 3 project of similar nature of software upgrade/migration in India, on a turn-key basis in the last 5 financial year of value 25 crores each. At least one among these should be from Government Departments/PSU/BFSI sector companies. -Details should be given in Part-A of Annexure EC along with the Certificate from Customers or attested copies of Purchase Orders should be submitted. -Multiple Purchase Orders from the same customer in the same year can be clubbed. The purchase orders if submitted should be attested by the Authorised Signatory or else a Certificate with the details duly signed by Authorized Signato	Request to allow to submit documentary evidences on the credentials for the period of last 10 years instead of last 5 financial years as mentioned. Further also allow to provide letter or email from the end customer instead of Purchase Order / Work Order as sharing POs or WOs becomes very difficult due to existng NDAs etc. Alternately requesting LIC of India to accept self declaration from bidder's authorized signatory where ever furnishing of any document will not be possible.	Please be guided by RFP ProvisionsBidders to Share the documents as per RFP Requirements. Confidential items may be masked.
473	Page 51, 5.1.3 C, Terms & conditions of proposed Onsite engineer	Immediately thereafter the engineer will be called for an interview by LIC and if rejected, vendor will have to provide an alternate candidate within a period of 14 days. If the alternate candidate is not provided within 14 days a penalty of 5% per day of the engineer's monthly rate approved by LIC will become applicable. If the second candidate also fails penalty @ 5% per day of the engineer's monthly rate approved by LIC, will be	Request to consider that typical ramp up time required will be 4-6 weeks post contract sign off. Efforts will be made to ramp up team quickly. Requesitng to waive off the penalty clauess associated with this.	Please be guided by RFP Provisions

		recovered. The selected engineer has to report to the LIC Central Office, Mumbai within 2 weeks of being intimated of the selection.		
474	Page 51, 5.1.3. Terms & conditions of proposed Onsite engineer	a) Details of the concerned candidate, along with his/her CV duly authenticated by OEM/Vendor should be made available to LIC within two weeks from the date of selection as L1 vendor. b) Background check on the CV may be carried out by LIC using 3rd party agency. The agency will be finalized by LIC and decision of LIC will be final in this matter. c) Immediately thereafter the engineer will be called for an interview by LIC and if rejected, vendor will have to provide an alternate candidate within a period of 14 days. If the alternate candidate is not provided within 14 days a penalty of 5% per day of the engineer's monthly rate approved by LIC will become applicable. If the second candidate also fails penalty @ 5% per day of the engineer's monthly rate approved by LIC, will be recovered. The selected engineer has to report to the LIC Central Office, Mumbai within 2 weeks of being intimated of the selection. d) In case of an engineer going on leave, suitable replacement shall be provided for that period failing which penalty @ 5% per day of the engineer's	Request to add the underlined matter to the clause as under: a) Details of the concerned candidate, along with his/her CV duly authenticated by OEM/Vendor should be made available to LIC within two weeks from the date of selection as L1 vendor. b) Background check on the CV may be carried out by LIC using 3rd party agency. The agency will be finalized by LIC and decision of LIC will be final in this matter. c) Immediately thereafter the engineer will be called for an interview by LIC and if rejected, vendor will have to provide an alternate candidate within a period of 14 days. If the alternate candidate is not provided within 14 days a penalty of 0.5% per day of the engineer's m+D10onthly rate approved by LIC will become applicable. If the second candidate also fails penalty @ 0.5% per day of the engineer's monthly rate approved by LIC, will be recovered. The selected engineer has to report to the LIC Central Office, Mumbai within 2 weeks of being intimated of the selection. d) In case of an engineer going on leave,	The clause remains unchanged

		monthly rate approved by LIC will be recovered. e) If the on-site engineer leaves before expiry of one year, penalty of 10% of the Annual on-site support charges per Onsite engineer, will be levied in case of first incident. f) The penalty will be incremented by 5% for each such repetition. Force Majeure conditions may apply subject to LIC's approval. In case the engineer is to be changed by the Vendor, minimum of one month overlapping period has to be there between the new and old engineer else penalty @ 5% per day of the Onsite engineers monthly rate approved by LIC will be recovered.	suitable replacement shall be provided for that period failing which penalty @ 0.5% per day of the engineer's monthly rate approved by LIC will be recovered. e) If the on-site engineer leaves before expiry of one year, penalty of 1.0% of the Annual on-site support charges per Onsite engineer, will be levied in case of first incident. f) The penalty will be incremented by 0.5% for each such repetition. Force Majeure conditions may apply subject to LIC's approval. In case the engineer is to be changed by the Vendor, minimum of one month overlapping period has to be there between the new and old engineer else penalty @ 0.5% per day of the Onsite engineers monthly rate approved by LIC will be recovered.<u>Notwithstanding anything contained in this RFP or Agreement the maximum aggregate penalty alongwith liquidated damages, if any, shall not exceed five percent of the value of the delayed or undelivered services and can be imposed only for reasons that are solely attributable to the Vendor.</u>	
475	Page 54, 6. ELIGIBILITY CRITERIA- Sr. No.7 & Page 54, 6. ELIGIBILITY CRITERIA- Sr.		Understand that the eligibility condition mentioned in Sr. No. 6 is a sub set of eligibility condition mentioned in Sr. No. 7, please confirm that providing 3 credentials as mentioned in Sr. No.7 will be good enough and no separate credentials would be required to be furnished as mentioned under Sr. No. 6 or are	Yes understanding is correct.

	No.6		mutually exclusive.	
476	Annexure-16, Page 159	Compliance Sheet for Qualification Bid	Please confirm that the annexures mentioned in this compliance sheet only need to be submitted during the Eligibility Bid. Other annexures , like - Annexure-9,Annexure-14 etc need to be submitted only during the Technical/Commercial bid submission subsequently	Annexure-1, Annexure-2, Annexure-3, Annexure-7, Annexure-8, Annexure-15, Annexure-16, Annexure-17, Annexure-18, Annexure-EC (part-A, part-B, part-C), Annexure-20, Annexure-23, Annexure-24 are to be submitted at Eligibility Bid stage. However, Annexure-4, Annexure-9, Annexure-12, Annexure-14 are to be submitted at the LATER stage.
477	Annexures, Page 123 to 172	Various annexures to be submitted as part of the Stage 1 submission - Eligibility Bid	Can you please clarify which all Annexures need to be submitted as part of Stage 1	Annexure-1, Annexure-2, Annexure-3, Annexure-7, Annexure-8, Annexure-15, Annexure-16, Annexure-17,

				Annexure-18, Annexure-EC (part-A, part-B, part-C), Annexure-20, Annexure-23, Annexure-24 are to be submitted at Eligibility Bid stage. However, Annexure-4, Annexure-9, Annexure-12, Annexure-14 are to be submitted at the LATER stage.
478	Page 132, Annexure-2 Eligibility Bid Form (Covering Letter)	Annexure-2 Eligibility Bid Form (Covering Letter) LIC/CO/IT-SD/EFEAP-NEXT/SOFTWARE-STACK-UPGRADATION/20-21/01 Dated: 20/11/2020 Ref: Date: To, The Executive Director (IT-SD), Central Office, Information Technology Department Life Insurance Corporation of India 3rd Floor, Jeevan Seva Annex S V Road, Santacruz (West), Mumbai 400 054. Dear Sir, Having examined the RFP Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide	Request to modify the clause by adding the underlined portion to the clause: Annexure-2 Eligibility Bid Form (Covering Letter) LIC/CO/IT-SD/EFEAP-NEXT/SOFTWARE-STACK-UPGRADATION/20-21/01 Dated: 20/11/2020 Ref: Date: To, The Executive Director (IT-SD), Central Office, Information Technology Department Life Insurance Corporation of India 3rd Floor, Jeevan Seva Annex S V Road, Santacruz (West), Mumbai 400 054. Dear Sir,	The clause remains unchanged

		Comprehensive Software solution for up-gradation and migration of existing TPS stack of eFEAP hosting at Four Co-location Data Centers vis-à-vis North Co-locationDC , East Co-location DC , West Co-location DC , South Colocation DC hosting eFeap Infrastructure setup of primary and near DR of Two zones each, and 2 Far DR Data Centers including One DR Data Center in LIC Premises in conformity with the said Request for Proposal Documents and hereby undertake that we accept all the conditions of the contract of the Bidding Document which is a two-stage RFP and will supply the complete software solution as per the bidding documents. We further undertake that we fulfill the Minimum Eligibility Criteria stated in Annexure-3 and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, principal place of business, details of experience, qualification requirements and past performance and the required bid security in shape of Bank Guarantee/ Bank Draft are furnished with this bid form. We further undertake, if our bid is accepted, for Software solution for up-gradation and migration of existing TPS stack of eFEAP in accordance with the requirements and the delivery schedule discussed and agreed. We declare that all the services shall be performed strictly in accordance with the	Having examined the RFP Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Comprehensive Software solution for up-gradation and migration of existing TPS stack of eFEAP hosting at Four Co-location Data Centers vis-à-vis North Co-locationDC , East Co-location DC , West Co-location DC , South Colocation DC hosting eFeap Infrastructure setup of primary and near DR of Two zones each, and 2 Far DR Data Centers including One DR Data Center in LIC Premises in conformity with the said Request for Proposal Documents and hereby undertake that we accept all the conditions of the contract of the Bidding Document which is a two-stage RFP and will supply the complete software solution as per the bidding documents. We further undertake that we fulfill the Minimum Eligibility Criteria stated in Annexure-3 and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, principal place of business, details of experience, qualification requirements and past performance and the required bid security in shape of Bank Guarantee/ Bank Draft are furnished with this bid form. We further undertake, if our bid is accepted, for Software solution for up-gradation and migration of existing TPS stack of eFEAP in accordance with the requirements and the delivery schedule discussed and agreed. We declare that all the	
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		bid documents Further If our bid is accepted, we will obtain the guarantee of a bank in the form prescribed by the Life Insurance Corporation of India for a sum equivalent to 10% of the Contract Price as performance security for the Contract. We agree to abide by this bid for the bid validity period specified in 9.11. Performance Bank Guarantee (PBG) and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998". We understand that you are not bound to accept the lowest or any bid you may receive.	services shall be performed strictly in accordance with the bid documents <u>read with deviations</u>. Further If our bid is accepted, we will obtain the guarantee of a bank in the form prescribed by the Life Insurance Corporation of India for a sum equivalent to 10% of the Contract Price as performance security for the Contract. We agree to abide by this bid for the bid validity period specified in 9.11. Performance Bank Guarantee (PBG) and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal <u>mutually agreed</u> contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998". We understand that you are not bound to accept the lowest or any bid you may receive.	
479	Page 132, Annexure-2 Eligibility Bid Form (Covering Letter)	Having examined the RFP Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Comprehensive Software solution for up-gradation and migration of existing TPS stack of eFEAP hosting at Four Co-location Data Centers vis-à-vis North Co-locationDC , East	Request to remove the strike through in the clause and add the underlined matter as under: Having examined the RFP Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Comprehensive Software solution for up-	The clause remains unchanged,

		Co-location DC , West Co-location DC , South Colocation DC hosting eFeap Infrastructure setup of primary and near DR of Two zones each, and 2 Far DR Data Centers including One DR Data Center in LIC Premises in conformity with the said Request for Proposal Documents and hereby undertake that we accept all the conditions of the contract of the Bidding Document which is a two-stage RFP and will supply the complete software solution as per the bidding documents. We further undertake that we fulfill the Minimum Eligibility Criteria stated in Annexure-3 and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, principal place of business, details of experience, qualification requirements and past performance and the required bid security in shape of Bank Guarantee/ Bank Draft are furnished with this bid form. We further undertake, if our bid is accepted, for Software solution for up-gradation and migration of existing TPS stack of eFEAP in accordance with the requirements and the delivery schedule discussed and agreed. We declare that all the services shall be performed strictly in accordance with the bid documents	gradation and migration of existing TPS stack of eFEAP hosting at Four Co-location Data Centers vis-à-vis North Co-locationDC , East Co-location DC ,D11 West Co-location DC , South Colocation DC hosting eFeap Infrastructure setup of primary and near DR of Two zones each, and 2 Far DR Data Centers including One DR Data Center in LIC Premises in conformity with the said Request for Proposal Documents and hereby undertake that we accept all the conditions of the contract of the Bidding Document mutually agreed conditions of the contract of the the bidding document which is a two-stage RFP and will supply the complete software solution as per the bidding documents. We further undertake that we fulfill the Minimum Eligibility Criteria stated in Annexure-3 and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, principal place of business, details of experience, qualification requirements and past performance and the required bid security in shape of Bank Guarantee/ Bank Draft are furnished with this bid form. We further undertake, if our bid is accepted, for Software solution for up-gradation and migration of existing TPS stack of eFEAP in accordance with the requirements and the delivery schedule discussed and agreed. We declare that all the services shall be performed strictly in accordance with the bid documents	
480	Page 137,	Annexure-4 Compliance Statement	Please clarify if this document needs to	Annexure-1,

	Annexure-4 Compliance Statement		submitted along with eligibility criteria requirements	Annexure-2, Annexure-3, Annexure-7, Annexure-8, Annexure-15, Annexure-16, Annexure-17, Annexure-18, Annexure-EC (part- A, part-B, part-C), Annexure-20, Annexure-23, Annexure-24 are to be submitted at Eligibility Bid stage. However, Annexure-4, Annexure-9, Annexure-12, Annexure-14 are to be submitted at the LATER stage.
481	Page 141 - NDA	Non-Disclosure Agreement (NDA)	NDA should be Mutual	Please be guided by RFP Provisions
482	Page 141, Annexure -8 - Non-Disclosure Agreement (NDA)	Annexure 8	The NDA provided by LIC is not acceptable by us, as its one sided, the NDA terms should be mutually agreed, sharing the NDA with the changes required separately in the email.	The clause remains unchanged
483	Page 145 - NDA	The Respondent agree that during the existence of the term of this NDA and for a period of twenty-one (21) days thereafter, the	Request to modify the clause by removing the strike through portions of the clause and adding the underlined matter to the clause as	The clause remains unchanged

		respondent shall not solicit directly or indirectly the employees of LIC working in all wings of Central Office Information Technology department.	under: The Respondent parties agree that during the existence of the term of this NDA and for a period of twenty-one (21) days thereafter, the respondent either party shall not solicit directly or indirectly the employees of LIC working in all wings of Central Office Information Technology department.	
484	Page 145 - NDA	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 honour, 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 the Contract.	Request for modification of the clause by removal of the strike through portion of the clause as under: 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 honour, 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 the Contract.	The clause remains unchanged
485	Page 148, UNDERTAKING FOR	(To be submitted on a stamp paper of `500/- (Rupees five hundred only) stamp duty must be as per the prevailing Stamp duty act of	Request to modify the clause by adding the underlined portion to the clause:	The clause remains unchanged

	WARRANTY	Maharashtra State Mumbai Jurisdiction by the Bidder) LIC/CO/IT-SD/EFEAP-NEXT/SOFTWARE-STACK-UPGRADATION/20-21/01, Dated: 20/11/2020 To, The Executive Director Life Insurance Corporation of India Central Office, Information Technology Department, Jeevan Seva Annexe Building, 3rd floor, S.V. Road, Santacruz (West), Mumbai - 400 054 Dear Sir/Madam, We hereby accept all the Term & Conditions of the RFP and extend Quality Assurance for a period of Five years from the date of installation as per the terms and conditions stated in the RFP document referred above. We further hereby undertake that the services agreed as per SLA as per the terms and conditions of the RFP and subsequent contract will be available for a period of Five years and further extendable by 2 years.	UNDERTAKING FOR WARRANTY (To be submitted on a stamp paper of `500/- (Rupees five hundred only) stamp duty must be as per the prevailing Stamp duty act of Maharashtra State Mumbai Jurisdiction by the Bidder) LIC/CO/IT-SD/EFEAP-NEXT/SOFTWARE-STACK-UPGRADATION/20-21/01, Dated: 20/11/2020 To, The Executive Director Life Insurance Corporation of India Central Office, Information Technology Department, Jeevan Seva Annexe Building, 3rd floor, S.V. Road, Santacruz (West), Mumbai - 400 054 Dear Sir/Madam,<u>Subject to deviations</u>Wwe hereby accept all the Term & Conditions of the RFP and extend Quality Assurance for a period of Five years from the date of installation as per the terms and conditions stated in the RFP document referred above. We further hereby undertake that the services agreed as per SLA as per the terms and conditions of the RFP and subsequent contract will be available for a period of Five years and further extendable by 2 years.	
486	2.2. Current State/ Page 14	The existing eFEAP project present in 113 divisions, DOMIS Servers and zonal offices has exactly same hardware and software architecture. The 113 Divisions including	Please share the count of RHEL OS instances in scope.	The details shall be shared / provided to eligible bidders.

		Office and all stand alone offices like (EPS1, CBK1) are consolidated at Four Co-location Data Centers in Hyper Converged Infrastructure using Virtualization Technology hosting eFeap Infrastructure setup of primary and near DR of Two zones each, namely North Co-location DC, East Colocation DC, West Co-location DC, South Co-location DC. LIC also have 2 Far DR Data Centers including One Data Center in LIC Premises.		
487	Page 151- EMD- BG - Annexure-13 Format for Earnest Money Deposit (EMD)	EMD- BG - Annexure-13 Format for Earnest Money Deposit (EMD)	Request to allow bidder to follow the EMD - BG format as per the Bidder's Bank format, as concluding on the EMD BG format would not be possible at this stage.	The format of EMD-BG-Annexure-13 remains unchanged
488	2.2. Current State/ Page 15	Existing Server Details at Primary Site/Far DR Site for Each Division in the Zone	It is understood that for each division, there are 8 servers hosted at DC and one at DR . Please confirm our understanding.	The details shall be shared / provided to eligible bidders.
489	Page 158, Annexure-18 Details of Litigation(s)	Annexure-18 Details of Litigation(s)	Please clarify if this document needs to be submitted along with eligibility criteria requirements,, kindly note that it would not be difficult to share these details, request to remove the same.	Annexure-1, Annexure-2, Annexure-3, Annexure-7, Annexure-8, Annexure-15, Annexure-16, Annexure-17, Annexure-18, Annexure-EC (part-A, part-B, part-C), Annexure-20, Annexure-23,

				Annexure-24 are to be submitted at Eligibility Bid stage. However, Annexure-4, Annexure-9, Annexure-12, Annexure-14 are to be submitted at the LATER stage.
490	Page 158, Annexure-9 UNDERTAKING FOR WARRANTY	Annexure-9 UNDERTAKING FOR WARRANTY	Please clarify if this document needs to be submitted along with eligibility criteria requirements	Annexure-1, Annexure-2, Annexure-3, Annexure-7, Annexure-8, Annexure-15, Annexure-16, Annexure-17, Annexure-18, Annexure-EC (part-A, part-B, part-C), Annexure-20, Annexure-23, Annexure-24 are to be submitted at Eligibility Bid stage. However, Annexure-4, Annexure-9, Annexure-12, Annexure-14 are to be submitted at the

				LATER stage.
491	Page 170, Annexure-20 Declaration by the Bidder	Annexure-20 Declaration by the Bidder	Please clarify if this document needs to submitted along with eligibility criteria requirements	Annexure-1, Annexure-2, Annexure-3, Annexure-7, Annexure-8, Annexure-15, Annexure-16, Annexure-17, Annexure-18, Annexure-EC (part- A, part-B, part-C), Annexure-20, Annexure-23, Annexure-24 are to be submitted at Eligibility Bid stage. However, Annexure-4, Annexure-9, Annexure-12, Annexure-14 are to be submitted at the LATER stage.
492	Page 171, Declaration by the Bidder	Declaration by the Bidder LIC/CO/IT-SD/EFEAP-NEXT/SOFTWARE- STACK-UPGRADATION/20-21/01 Dated: 20/11/2020 Date _____ To, The Executive Director(IT/SD), Life Insurance Corporation of India,	Request to modify the clause by adding the underlined portion to the clause: Declaration by the Bidder LIC/CO/IT-SD/EFEAP-NEXT/SOFTWARE-STACK- UPGRADATION/20-21/01 Dated: 20/11/2020 Date _____	The clause remains unchanged

		Central Office, Information Technology Department, Jeevan Seva Annexe Building, 3rd Floor, South Wing, Santacruz (W), S. V. Road, Mumbai - 400054 Dear Sir, a. Having examined Request for Proposal including all its Annexures, Appendices "the tender documents" the receipt of which is hereby duly acknowledged, we, the undersigned offer to procure and supply the items/services mentioned in the „Request for Proposal" in conformity with the said RFP Documents and in accordance with the schedule of Prices indicated in the Commercial Bid and made part of this Tender. b. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Documents. c. We agree to abide by this Tender Offer from date of Tender (Eligibility, Technical and Commercial Bid)/ opening and our offer shall remain binding on us and may be accepted by LIC at any time before expiry of the offer period. d. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. e. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the	To, The Executive Director(IT/SD), Life Insurance Corporation of India, Central Office, Information Technology Department, Jeevan Seva Annexe Building, 3rd Floor, South Wing, Santacruz (W), S. V. Road, Mumbai - 400054 Dear Sir, a. Having examined Request for Proposal including all its Annexures, Appendices "the tender documents" the receipt of which is hereby duly acknowledged, we, the undersigned offer to procure and supply the items/services mentioned in the „Request for Proposal" in conformity with the said RFP Documents and in accordance with the schedule of Prices indicated in the Commercial Bid and made part of this Tender. b. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Documents. c. <u>Subject to the deviations</u> We agree to abide by this Tender Offer from date of Tender (Eligibility, Technical and Commercial Bid)/ opening and our offer shall remain binding on us and may be accepted by LIC at any time before expiry of the offer period. d. This Bid, together with <u>bid proposal</u> your written acceptance thereof and your notification of award, shall constitute a binding Contract	
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		laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". f. We certify that we have provided all the information requested by LIC in the format requested for. We also understand that LIC has the exclusive right to reject this	between us. e. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". f. We certify that we have provided all the information requested by LIC in the format requested for. We also understand that LIC has the exclusive right to reject this	
493	Page 173, Annexure 21- GENERAL USER GUIDE TO BIDDERS FOR E- PROCUREMENT PROCESS	GENERAL USER GUIDE TO BIDDERS FOR E- PROCUREMENT PROCESS	We will not be able to send out email to Email Id: licetenderhelpdesk@gmail.com, as sending out emails to gmail is not allowed, pl. provide alternative email ID's of the vendor and of LIC official so that we can reach out in case we face any challenge	Please refer Contact details given in RFP section 3.7 Activity Schedule page no 19
494	3.14.2. Undertaking for Warranty, AMC, ATS and Quality Assurance/ Page 33	Bidder shall provide and implement patches/ upgrades/ updates for software/Operating System/ Middleware/ DataBase etc as and when released by the Vendor/OEM or as per requirements of LIC. Bidder should bring to notice of the LIC all releases/version changes.	Please confirm whether bidder need to bring their own tool for patch management or the existing tool can be leveraged.	The details shall be shared / provided to eligible bidders.
495	3.14.2. Undertaking for Warranty, AMC, ATS and Quality Assurance/ Page 33	Bidder shall provide maintenance support for Software/Operating System /Middleware /Database etc over the entire period of contract as per the terms and conditions specified in the RFP.	Do you require continuous monitoring of the OS, DB, Middleware, software by the bidder. If yes, please confirm whether it is expected that bidder need to bring their own tool to monitor and manage or existing LIC's tool can be leveraged.	Yes continuous monitoring is required. The details shall be shared / provided to eligible bidders.

496	3.14.2. Undertaking for Warranty, AMC, ATS and Quality Assurance/ Page 33	All product updates, upgrades and Patches, solution to the observed VA&PT be provided by the Bidder/Vendor at no extra cost during warranty and AMC/ATS period.	It is understood, that bidder responsibility is limited to implement required patches as per recommended in VA&PT. However, conducting of VA&PT is not is scope of bidder. Please confirm.	VAPT will be conducted by a third party; Bidder has to provide assistance in resolving the observations.
497	3.7. Activity Schedule, Page 17	11. The Technical Bids and Commercial Bids of the bidders who has satisfied the Eligibility conditions needs to be submitted for the solutions successfully demonstrated in POC. Will be communicated later to the eligible bidders	On Page 42 It is mentioned as follows : The Bidder who has been declared Eligible after the Eligibility Bid Evaluation and who on the basis of scoring at least 75% marks in the Technical Evaluation will be eligible for Commercial evaluation. In case the numbers of qualifying bidders are more than 5 then only top 5 bidders based on their technical score will be shortlisted for the POC stage Please clarify whether the Technical & Commercial Bid needs to be submitted before OR after the POC	Please be guided by RFP Provisions
498	4. Scope of Work, page 46	16.The bidder is required to provide technical support post implementation of project for at least 5 years for maintenance of TPS components.	Can you please provide the envisaged duration of implementation . Also, please confirm that the support duration is 5 years post completion of implementation	The details shall be shared / provided to eligible bidders.
499	4. Scope of Work, Page 47	27.Bidder needs to ensure that DR automation process is integrated with Hardware Vender seamlessly so that in Disaster recovery situation switching from DC to DR will be without disruption of eFeap application	Can you please provide the details on the DR Automation tool	The details shall be shared / provided to eligible bidders.
500	4. Scope of Work, Page 48	31. Modernization process:Actual Code modifications will be done by LIC team	The code changes with regard to MF Cobol will be done by LIC team whereas with regard to	Please be guided by RFP Provisions

		however expert opinion and guidance is to be provided by the bidder as and when required by LIC	other applications such as TIBCO, MySQL etc will have to be done by the bidder. Please confirm if the above understanding is correct	
501	1Page 156, 0.3. Stack Uptime/Business Continuity Required and Its Applicable Penalties::	Maximum Penalty due to TPS breakdown/business interruption – 10% of the Total Contract Value of the affected site.	Request to modify the clause by removing the strike through portions of the clause and adding the underlined matter to the clause as under: Maximum Penalty due to TPS breakdown/business interruption – 105% of the value of the delayed or undelivered servicesTotal Contract Value of the affected site.	The clause remains unchanged
502	4.2. Upgrade/Replace & Migrate the eFeap TPS Stack, Page 48	1. Upgrade and migrate of RHEL Operating System 2. Upgrade/Replace and Migrate MF COBOL Server for SOA & Server Express 3. Replace and Migrate Oracle Enterprise Glassfish Application Server 4. Upgrade and Migrate JDK/JRE 5. Upgrade and Migrate MySQL Enterprise Edition Database (including migration of existing data with 100% data integrity)	TIBCO rendezvous is not mentioned in this list. Is LIC expecting no changes to be done in TIBCO ?	TIBCO upgradation is not in the scope of this RFP
503	7. EVALUATION PROCESS, Page 57	1. In Stage One of RFP, Bidder to submit only Eligibility Bid along with all the relevant documents as sought in RFP.	We understand that the Technical & commercial proposal need to be submitted after the Eligibility qualification & PoC. Please confirm the understanding	Please be guided by RFP Provisions
504	7.2 Technical Workshops, Page 58	Technical workshops will be conducted with shortlisted bidders for detailed information exchange regarding the TPS, application stack and Scope of work mentioned in this RFP.	We understand that LIC ,during the technical workshops, would share the details about the existing & To-Be architecture and landscape including the server details, deployment &	Please be guided by RFP Provisions

			volumetrics - based on which the bidders will have to provide the technical proposal & commercials. Please confirm the understanding	
505	7.3. POC (Proof Of Concept)/ POS(Proof Of Solution), Page 58	POC of proposed solution needs to be conducted by the shortlisted bidders by simulating the proposed solution with upgraded TPS stack and all other components with data of at least 2 Divisions of one zone.	Can you please provide the envisaged start date & duration of the PoC process	The details shall be shared / provided to eligible bidders.
506	7.4. Technical Bid Evaluation, Page 59	The technical bids will be called from those bidders who fulfill the eligibility criteria and found successful in POC/POS.	Can you please provide the envisaged date when the technical/commercial bid will be called & likely closure date	The details shall be shared / provided to eligible bidders.
507	9.20. Deliverables and Timeline, , Page 77	Installation /Up-gradation of Third Party Software (TPS) stack including Migration activity: 15 days	Please clarify this timeline is for one DC/division.	The details shall be shared / provided to eligible bidders.
508	Clause 9.15(6), page no. 76	6. In case concrete evidence of having paid the appropriate taxes is not submitted within a maximum period of two months from the date of payment of the taxes, the Bidder will not be eligible for any reimbursement on this count.	Under GST Law bidder is allowed to make payment through input tax credit, in such cases there will not be any challan available to support payment of GST. Further even cash payments are made monthly for all invoices issued in a particular month. Thus, there will not be any document to support payment of any individual invoice issued to LIC. In such cases whether we can share CA certificate or self certification? Alternatively let us know, what documents expected from Bidder? Please note even sharing GSTR-3B return will not help as it is summary return.	Please refer the corrigendum-V
509	Clause 9.15(7), page no. 76	7. The Bidder should not, under any circumstances, request for an increase in the	We recommend to remove "newly introduced taxes" from this clause as it is beyond bidder's	Please be guided by RFP Provisions

		prices once prices are approved by LIC. No price variation relating to increases in Government levies/ taxes/ cess/ customs duty & excise duty including any newly introduced taxes shall be permitted.	control. If new tax amount is very high it may impact viability of continuing the contract.	
510	General		Co-ordination COMPANY will provide timely clarifications and feedback sought by Bidder's Consultants during the period of this assignment. COMPANY will allocate a Project Co-ordinator to interact with Bidder, fix appointments with various COMPANY Personnel and provide local assistance to Bidder's Consultants. The Project Co-ordinator will have necessary authorization from COMPANY to take decisions and give timely approvals as per the need of the project. Assistance The COMPANY will ensure, through its Project Co-ordinator, transfer of information, specification of mutually agreed change-requirements (Change Requests), availability of materials such as documents and equipment, meetings with relevant users and other personnel among other requisites for Bidder to understand and document the same for the purpose of time-bound formal approval by the COMPANY, before the service is undertaken by Bidder.	Please be guided by RFP Provisions

			Necessary and sufficient time will have to be spent by Users in COMPANY with Bidder personnel during this stage of the assignment.	
511	General		Methodology, Tools and Techniques Bidder will use the methodology, tools and techniques as stated in the accompanying Technical Proposal. Any change in these, if desired by the COMPANY will need to be communicated to Bidder in writing with a reasonable notice period to allow for an assessment of their impact, if any, on schedule, technical requirements, feasibility and cost. Deliverables The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal. Acceptance of Deliverables COMPANY will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure) as per the schedule presented in the accompanying Technical Proposal. The application software (if any) will be delivered/installed for acceptance to COMPANY as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of COMPANY. COMPANY	The details shall be shared / provided to eligible bidders.

			will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by COMPANY. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by COMPANY, will be notified to Bidder in writing not later than two (2) weeks of delivery. Bidder will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. COMPANY will confirm acceptance in writing to Bidder. The COMPANY shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as Please be guided by RFP Provisions by COMPANY if the COMPANY (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production	
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			environment (other than as part of agreed review and acceptance testing procedure, such as UAT). Reworking of defects shall be at the cost of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the COMPANY. Items reported as defects that are not deviations from the immediate previous Please be guided by RFP Provisions baseline will be reported again through fresh Change Request documents under the Change Management Procedure described herein. Items reported through the Change Management Procedure will be dealt with separately.	
512	General		Change Management Procedure A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the COMPANY to Bidder or vice-versa in the form of a Change Request document. The request for change will then be assessed by Bidder to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Bidder will present this assessment to the COMPANY for its approval within a reasonable time period. Bidder will incorporate the change after receiving the COMPANY's written	The details shall be shared / provided to eligible bidders.

			approval. In case of delay in approval by the COMPANY, the baseline itself may undergo a change; this will mean a reassessment of the charges. Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the assignment will be conveyed by Bidder to the COMPANY. These will be evaluated jointly by the COMPANY and Bidder and will be provided by the COMPANY at no cost to Bidder. Reimbursement of Tax/Levy Bidder shall be reimbursed for payment of any statutory duty/tax/levy including interest and/or new taxes or an increase in the rates of existing taxes or any other sum, if any payable in respect of any sales tax and/or any other state or central levy. This will apply retrospectively, if so applicable upon Bidder. Non-employment The COMPANY will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising	
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			herefrom.	
513	General		General Indemnity The COMPANY will, during the period of the coverage of this assignment, indemnify and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the equipment or location of the COMPANY by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages. Indemnity for infringement of intellectual property rights The COMPANY warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.	Please be guided by RFP Provisions
514	Pag 127, 5. Sanctions for	5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or	Request for modificatiom of the clause by removal of the strike through portion of the	The clause remains unchanged

	Violations - Under Pre-Integrity Pact Section	acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue. (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore. (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER. (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest. (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER. (vi) To debar the BIDDER from participating in	clause as under:- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue. (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore. (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER. (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest. (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be	
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		the future bidding processes of LIC for a minimum period of five years which any be further extended at the discretion of the BUYER. (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract. (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact. 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption. 5.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes the Pact.	entitled to deduct the amount so payable from the money(s) due to the BIDDER. (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which any be further extended at the discretion of the BUYER. (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract. (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact. 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption. 5.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.	
515	Page 10, 3.2	This RFP document along with its	Request to modify the clause by removing the	The clause remains

	Terms and Conditions	Annexure/Appendices/ clarifications/addenda/corrigenda states the terms and conditions of this RFP. 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/ corrigendum(s) issued, if any, will be contractually binding on the bidders and no separate agreement shall be entered into with the elected Bidder. All the terms and conditions and the contents of the RFP along with the Annexure(s), clarifications/ corrigendum(s) issued will form the part of the purchase orders/any resulting contracts, to be issued to the selected Bidder from time to time as an outcome of this RFP Process.	strike through portions of the clause and adding the underlined matter to the clause as under: This RFP document along with its Annexure/Appendices/ clarifications/addenda/corrigenda states the terms and conditions of this RFP. 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/ corrigendum(s) issued, if any, will be contractually binding on the bidders and no <u>A separately agreed</u> agreement shall be entered into with the Selected Bidder. All the terms and conditions and the contents of the RFP along with the Annexure(s), clarifications/ corrigendum(s) issued <u>and the bid proposal</u> will form the part of the purchase orders/any resulting contracts, to be issued to the selected Bidder from time to time as an outcome of this RFP Process.	unchanged
516	Page 100, 11.4. Force Majeure Clause	LIC may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay, non- performance, short performance, in services or other failure to perform its obligations under the contract, is the result of a Force Majeure.	Request to add the underlined matter to the clause as under: LIC may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay, non- performance, short	The clause remains unchanged

		Force Majeure is defined as an event or effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder.	performance, in services or other failure to perform its obligations under the contract, is the result of a Force Majeure. Force Majeure is defined as an event or effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, <u>epidemics</u> , etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder	
517	Page 101, 11.4. Force Majeure Clause	Notwithstanding the above, the decision of LIC shall be final and binding on the Bidder.	Request for removal of the clause	The clause remains unchanged
518	Page 101, 11.6. Indemnity	11.6.1. The successful bidder shall indemnify, protect and save LIC from/against all claims (financial, legal and other), losses, costs, damages, expenses, action suits and other proceeding, resulting from any damage / loss to infrastructure at DC and DR sites, infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc., any claims from third party, , corporation or other entity (including LIC) attributable to the Bidder's negligence or willful default in performance or non-performance under the contract, and services provided by successful bidder. If LIC promptly notifies Bidder in writing of a third party claim against LIC that any Service provided by the Bidder infringes a copyright,	Request to modify the clause by removing the strike through portions of the clause and adding the underlined matter to the clause as under: 11.6.1. The successful bidder shall indemnify, protect and save LIC from/against all claims (financial, legal and other), losses, costs, damages, expenses, action suits and other proceeding, resulting from any damage / loss to infrastructure at DC and DR sites, infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc., any claims from third party, , corporation or other entity (including LIC) attributable to the Bidder's negligence or willful default misconduct in performance or non-	The clause remains unchanged

		trade secret or Indian patents of any third party, Bidder will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Bidder will not indemnify LIC, however, if the claim of infringement is caused by: a. LIC's misuse or modification of the service; b. LIC's failure to use corrections or enhancements made available by the Bidder; c. LIC's use of the Service in combination with any product or information not owned or developed by Bidder; d. LIC's distribution, marketing or use for the benefit of third parties of the Service; or e. Information, direction, specification or materials provided by LIC or any third party contracted to it. If any Service is or likely to be held to be infringing, Bidder will at its expense and option either a. Procure the right for LIC to continue using it, b. Replace it with a non-infringing equivalent, c. Modify it to make it non-infringing. The foregoing remedies constitute LIC's sole and exclusive remedies and Bidder's entire liability with respect to infringement. 11.6.2. The indemnities set out in Clause 11.6.1 shall be subject to the following conditions: a. LIC as promptly as practicable informs the Bidder in writing of the claim or	performance under the contract, and services provided by successful bidder. f LIC promptly notifies Bidder in writing of a third party claim against LIC that any Service provided by the Bidder infringes a copyright, trade secret or Indian patents of any third party, Bidder will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Bidder will not indemnify LIC, however, if the claim of infringement is caused by: a. LIC's misuse or modification of the service; b. LIC's failure to use corrections or enhancements made available by the Bidder; c. LIC's use of the Service in combination with any product or information not owned or developed by Bidder; d. LIC's distribution, marketing or use for the benefit of third parties of the Service; or e. Information, direction, specification or materials provided by LIC or any third party contracted to it. If any Service is or likely to be held to be infringing, Bidder will at its expense and option either a. Procure the right for LIC to continue using it, b. Replace it with a non-infringing equivalent, c. Modify it to make it non-infringing. The foregoing remedies constitute LIC's sole and exclusive remedies and Bidder's entire liability with respect to infringement.	
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		proceedings and provides all relevant evidence, documentary or otherwise; b. LIC will, at the cost of the Bidder, give the Bidder all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; c. If the Bidder does not assume full control over the Defense of a claim as provided in this Article, the Bidder may participate in such Defense at its sole cost and expense, and LIC will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of LIC will be included in losses to be indemnified by the Bidder; d. LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Bidder; e. All settlements of claims subject to indemnification under this Clause will: 1. Be entered into only with the consent of LIC, 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	11.6.2. The indemnities set out in Clause 11.6.1 shall be subject to the following conditions: a. LIC as promptly as practicable informs the Bidder in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; b. LIC will, at the cost of the Bidder, give the Bidder all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; c. If the Bidder does not assume full control over the Defense of a claim as provided in this Article, the Bidder may participate in such Defense at its sole cost and expense, and LIC will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of LIC will be included in losses to be indemnified by the Bidder; d. LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Bidder; e. All settlements of claims subject to indemnification under this Clause will: 1. Be entered into only with the consent of LIC, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff	
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		2. Includes any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; f. LIC will account to the Bidder for all awards, settlements, damages and costs (if any) finally awarded in favor of LIC which are to be paid to it in connection with any such claim or proceedings; g. LIC will take steps that the Bidder may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; h. in the event that the Bidder is obligated to indemnify LIC pursuant to this Article, the Bidder will, upon payment of such Indemnity in full, be subrogated to all rights and defenses of LIC with respect to the claims to which such indemnification relates; and i. If a Party makes a claim under the indemnity set out under Clause 11.6.1 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).	for all liability in respect of such claim; and 2. Includes any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; f. LIC will account to the Bidder for all awards, settlements, damages and costs (if any) finally awarded in favor of LIC which are to be paid to it in connection with any such claim or proceedings; g. LIC will take steps that the Bidder may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; h. in the event that the Bidder is obligated to indemnify LIC pursuant to this Article, the Bidder will, upon payment of such Indemnity in full, be subrogated to all rights and defenses of LIC with respect to the claims to which such indemnification relates; and i. If a Party makes a claim under the indemnity set out under Clause 11.6.1 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). All the above indemnities shall be replicated for Bidder by LIC.	
519	Page 103, 11.7. LIABILITY	`	Request to modify the clause by removing the strike through portions of the clause and adding the underlined matter to the clause as under: <u>Except in cases of criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copy</u>	The clause remains unchanged

			right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the Bidder and used/consumed by LIC, tThe Supplier/Bidder shall not be liable to LIC, 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 the supplier/Bidder to pay liquidated damages to LIC and the aggregate liability of the Supplier/Bidder to LIC, whether under the Contract, in tort or otherwise, shall not exceed the <u>amount paid by LIC to the Vendor in the immediately preceding twelve months on the date on which such liability arose</u> total Contract Price provided that <u>this limitation shall not apply to the cost of repairing or replacing defective equipment. However it is expected that the bidder/vendor will take utmost care so as to avoid any indirect or consequential loss of damage.</u>	
520	Page 104, 11.10. Limitation of Liability	11.10. 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/Bidder to	Request for removal of the clause	The clause remains unchanged

		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. However it is expected that the bidder/vendor will take utmost care so as to avoid any indirect or consequential loss of damage		
521	Page 109, 11.16. Termination	a. The contract will remain valid till all obligations of the contractor, as stipulated in the contract are fulfilled. b. The successful bidder acknowledges and agrees that timely performance of all obligations is essence of contract. In case of any delay, under or nonperformance is not cured by the successful bidder within time limit given in this RFP 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) LIC may terminate/cancel the contract by giving one month's notice, without assigning any reason. The successful bidder agrees and accepts that he shall be liable to pay damages claimed by LIC, in the event of termination/breach of terms of this RFP /contract etc. as detailed in penalty clauses mentioned in RFP. c. However, in case of termination	Request to modify the clause by removing the strike through portion of the clause as under: a. The contract will remain valid till all obligations of the contractor, as stipulated in the contract are fulfilled. b. The successful bidder acknowledges and agrees that timely performance of all obligations is essence of contract. In case of any delay, under or nonperformance is not cured by the successful bidder within time limit given in this RFP 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) LIC may terminate/cancel the contract by giving one month's notice, without assigning any reason. The successful bidder agrees and accepts that he shall be liable to pay damages claimed by LIC, in the event of termination/breach of terms of this RFP /contract etc. as detailed in penalty clauses mentioned in RFP. c. However, in case of	The clause remains unchanged

		/cancellation of Contract, the Contractor cannot absolve their responsibility towards the assets owned by LIC and kept / stored in their Co-Location Data Centre facility and has to comply with the requirement stipulated in this document. The successful bidder shall have no right of termination of Contract. d. 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. e. 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. f. 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. g. Bid with insufficient information to permit a thorough analysis may be rejected. h. 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	termination /cancellation of Contract, the Contractor cannot absolve their responsibility towards the assets owned by LIC and kept / stored in their Co-Location Data Centre facility and has to comply with the requirement stipulated in this document. The successful bidder shall have no right of termination d. 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. e. 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. f. 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. g. Bid with insufficient information to permit a thorough analysis may be rejected. h. 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. i. Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the	
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		LIC's estimation. i. 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.	right, to waive/ modify any of the requirements of the BID, in the best interests of LIC.ion of Contract.	
522	Page 111, 11.16.2. Termination by LIC for default	Notwithstanding what has been stated this RFP LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part if the Bidder fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Bidder fails to perform any other obligation(s) under the Contract. In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered, and the Bidder shall be liable to LIC for any excess costs for such similar systems or Services. However, the Bidder shall continue the performance of the Contract to the extent not terminated.	Request for removal of the strike through portion of the clause as under:- Notwithstanding what has been stated this RFP LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part if the Bidder fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Bidder fails to perform any other obligation(s) under the Contract. In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered, and the Bidder shall be liable to LIC for any excess costs for such similar systems or Services. However, the Bidder shall continue the performance of the Contract to the extent not terminated.	The clause remains unchanged
523	Page 111, under 11.16.1. Termination and reduction	f. The systems that are complete and ready for delivery within 30 days after the Bidder's receipt of notice of termination shall be accepted by LIC as per the	Request to modify the clause by removing the strike through portions of the clause and adding the underlined matter to the clause as under:	The clause remains unchanged

	for convenience	Contract. For the remaining systems, LIC may choose to have any portion completed and delivered at the Contract terms and prices, and /or to cancel the remainder and pay to the Bidder an agreed amount for partially completed systems and for materials and parts previously procured by the Bidder.	f. The systems that are complete and ready for delivery within 30 days after the Bidder's receipt of notice of termination shall be accepted by LIC as per the Contract. For the remaining systems, LIC may choose to have will pay for any portion completed and/ or delivered at the Contract terms and prices, and /or to cancel the remainder and pay to the Bidder an agreed amount for partially completed systems and for materials and parts previously procured by the Bidder.	
524	Page 112, 11.16.8. Consequences of Termination of the Selected Bidder:	In the event of termination of the selected bidder(Bidder) due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP, end of project life 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. The terminated Bidder shall support takeover of the solution by LIC or a new Bidder selected by LIC for continuity of the project during the period of transition. This period of transition shall not exceed six months from the effective date of termination. Nothing herein shall restrict the right of LIC to invoke the Performance Bank Guarantee and take	Request to modify the clause by adding the underlined portion to the clause: In the event of termination of the selected bidder(Bidder) due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP, end of project life or otherwise], LIC shall be entitled to impose any such obligations and conditions <u>which is mutually agreed</u> 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. The terminated Bidder shall support takeover of the solution by LIC or a new Bidder selected by LIC for continuity of the project during the period of transition. This period of transition shall not exceed six months from the effective	The clause remains unchanged

		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.	date of termination. 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.	
525	page 124, 1. Commitments of the BUYER - Under Pre-Integrity Pact Section	1. Commitments of the BUYER 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract. 1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular	Request for modification of the clause by removal of the strike through portion of the clause as under:- 1. Commitments of the BUYER 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract. 1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike	The clause remains unchanged

		BIDDER in comparison to other BIDDERS. 1.3 All the officials of the BUYER will report to the "Chief Vigilance Officer" of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. 2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.	and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS. 1.3 All the officials of the BUYER will report to the "Chief Vigilance Officer" of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. 2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.	
526	Page 130, 10. Validity:	10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months after the last payment under the contract. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.	Request to modify the clause by removing the strike through portions of the clause and adding the underlined matter to the clause as under: 10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months after the last payment under the contract. In case BIDDER is unsuccessful, this	The clause remains unchanged

			Integrity Pact shall expire after six two months from the date of the signing of the contract.	
527	Page 154, Annexure-14 Contract Agreement /SLA -Terms & Conditions	Annexure-14 Contract Agreement /SLA - Terms & Conditions	Please clarify if this document needs to be submitted along with eligibility criteria requirements	Annexure-1, Annexure-2, Annexure-3, Annexure-7, Annexure-8, Annexure-15, Annexure-16, Annexure-17, Annexure-18, Annexure-EC (part-A, part-B, part-C), Annexure-20, Annexure-23, Annexure-24 are to be submitted at Eligibility Bid stage. However, Annexure-4, Annexure-9, Annexure-12, Annexure-14 are to be submitted at the LATER stage.
528	Page 158, 10.6. Penalty Cap	There will be an overall penalty cap of 10% of contract value for each site every year during contract period.	Request to modify the clause by removing the strike through portions of the clause and adding the underlined matter to the clause as under: There will be an overall penalty cap of 10 15 % of value of the delayed or undelivered	The clause remains unchanged

			servicecontract value for each site every year during contract period.	
529	Page 21, Point 13 under 3.8. GENERAL INSTRUCTIONS	LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP entered pursuant to the RFP and may request for additional information, if required from the Bidder. LIC also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other person or party. All actions taken by the Bidder or any other person or party in pursuance hereof will be deemed to have been taken after considering commercial acumen and also taking into account that LIC does not guarantee or warrant suitability hereof or success to the bidder or any other person or party.	Request to allow that any modification of terms needs to be mutual if the same is done after submission of proposal.	The clause remains unchanged
530	Page 21, Point 9 under 3.8. GENERAL INSTRUCTIONS	9. All the terms and conditions and the contents of the RFP along with the Annexure(s), Clarifications, if any, will be contractually binding and will form part of the resulting agreement and any purchase orders, to be issued to the successful Bidder, from time to time as an outcome of this process.	Request to modify the clause by adding the underlined matter to the clause: <u>Subject to the deviations</u> All the terms and conditions and the contents of the RFP along with the Annexure(s), Clarifications, if any, <u>and the bid proposal</u> will be contractually binding and will form part of the resulting agreement and any purchase orders, to be issued to the successful Bidder, from time to time as an outcome of this process.	The clause remains unchanged
531	Page 222, 11.37. Rights reserved by LIC	LIC reserves the sole right to decide on the software solution or services to be adopted or rejected and the quantity of software/services thereof to be ordered as also the locations for purchase of	Request for modification of the clause by removal of the strike through portion of the clause as under:- LIC reserves the sole right to decide on the	The clause remains unchanged

		software/services and/or peripherals. If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC will reserve the right to debar 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. LIC reserves the right to accept or reject any RFP and annul the RFP process and reject all RFP's, at any time prior to award of agreement without assigning any reason what so ever and without thereby incurring any liability to the affected Bidder(s). Reasons for cancellation will be determined by LIC at its sole discretion. LIC also reserves the right to call for open RFPs for Hardware equipment/services/ other requirements, if deemed necessary. During the empanelment period, certain situations may arise which are not envisaged in this RFP. LIC will take a considered decision in the matter in the best interest of the LIC. The decision of LIC in all such matters will be final and binding on all the Empanelled Bidders. This also applies to dispute over interpretation of clauses in the RFP. LIC reserves the sole right to decide on the	software solution or services to be adopted or rejected and the quantity of software/services thereof to be ordered as also the locations for purchase of software/services and/or peripherals. If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC will reserve the right to debar 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. LIC reserves the right to accept or reject any RFP and annul the RFP process and reject all RFP's, at any time prior to award of agreement without assigning any reason what so ever and without thereby incurring any liability to the affected Bidder(s). Reasons for cancellation will be determined by LIC at its sole discretion. LIC also reserves the right to call for open RFPs for Hardware equipment/services/ other requirements, if deemed necessary. During the empanelment period, certain situations may arise which are not envisaged in this RFP. LIC will take a considered decision in the matter in the best interest of the LIC. The decision of LIC in all such matters will be final and binding on all the Empanelled Bidders. This also applies to dispute over interpretation of clauses in the RFP. LIC reserves the sole right to decide on the quantity thereof to be ordered as also the	
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		quantity thereof to be ordered as also the locations for purchase of software and/ or peripherals and / or the terms and conditions of Annual Maintenance Contract (AMC) / terms and conditions in individual RFPs during the empanelment period. LIC may terminate the agreement if it determines at any time that Empanelled Bidders or their representatives were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that agreement, without the concerned Bidders	locations for purchase of software and/ or peripherals and / or the terms and conditions of Annual Maintenance Contract (AMC) / terms and conditions in individual RFPs during the empanelment period. LIC may terminate the agreement if it determines at any time that Empanelled Bidders or their representatives were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that agreement, without the concerned Bidders	
532	Page 25, 3.12. Earnest Money Deposit	e. The EMD amount deposited by the bidder may be forfeited in full or part, as decided by LIC, if: 1. The bidder qualifies and backs out of the L1 quotes, or, if the Bidder fails, 2. To sign the Contract; or 3. To furnish Bank Guarantee towards the Performance Guarantee as mentioned in the RFP or 4. To furnish Non-Disclosure Agreement(NDA) as per LIC's format (Annexure-8) 5. The Bidder withdraws or amends its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or 6. The Bidder makes any statement or enclose any form which turns out to be false/incorrect at any time prior to signing of Contract; or 7. Bidder does not respond to requests for clarification of its Bid; or	Request to modify the clause by removing the strike through portions of the clause and adding the underlined matter to the clause as under: e. The EMD amount deposited by the bidder may be forfeited in full or part, as decided by LIC, if: 1. The bidder qualifies and backs out of the L1 quotes, or, if the Bidder fails, 2. To sign the <u>mutually agreed</u> Contract; or 3. To furnish Bank Guarantee towards the Performance Guarantee as mentioned in the RFP or 4. To furnish Non-Disclosure Agreement(NDA) as <u>permutually agreed</u> LIC's format (Annexure-8) 5. The Bidder withdraws or amends its Bid during the period of Bid validity specified by the	The clause remains unchanged

		8. Bidder fails to provide required information during the evaluation process or is found to be non-responsive; 9. The soft copies of the item specifications (technical and commercial) are not submitted or not readable or only blank CD is submitted; or 10. The technical or commercial bid format is found to be without password or with different password; or 11. In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in the relevant Clause mentioned in this RFP. 12. The hard/soft copies of the item specifications (commercial) are not submitted or are not readable is submitted. 13. The Bidder withdraws or amends its Bid during the period of Bid validity; or 14. The Bidder makes any written statement or encloses any form which turns out to be False /incorrect at any time prior to signing of Contract; or Bidder does not respond to requests for clarification of its Proposal. 15. Bidder fails to provide required information during the evaluation process or is found to non-responsive. 16. In the case of a successful Bidder being identified, the successful Bidder withdraws its offer or if the bidder fails to sign the Contract or to furnish Bank Guarantee towards Performance Guarantee as mentioned in this RFP.	Bidder on the Bid Form; or 6. The Bidder makes any statement or enclose any form which turns out to be false/incorrect at any time prior to signing of Contract; or 7. Bidder does not respond to requests for clarification of its Bid; or 8. Bidder fails to provide required information during the evaluation process or is found to be non-responsive; 9. The soft copies of the item specifications (technical and commercial) are not submitted or not readable or only blank CD is submitted; or 10. The technical or commercial bid format is found to be without password or with different password; or 11. In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in the relevant Clause mentioned in this RFP. 12. The hard/soft copies of the item specifications (commercial) are not submitted or are not readable is submitted. 13. The Bidder withdraws or amends its Bid during the period of Bid validity; or 14. The Bidder makes any written statement or encloses any form which turns out to be False /incorrect at any time prior to signing of Contract; or Bidder does not respond to requests for clarification of its Proposal. 15. Bidder fails to provide required information during the evaluation process or is found to non-responsive. 16. In the case of a successful Bidder being identified, the successful Bidder	
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		17. The Bidder makes any written statement or encloses any form which turns out to be False/incorrect at any time prior to signing of Contract; EMD shall be remained with LIC for a period of 15 months from the date of submission of bids/proposal.	withdraws its offer or if the bidder fails to sign the Contract or to furnish Bank Guarantee towards Performance Guarantee as mentioned in this RFP.17. The Bidder makes any written statement or encloses any form which turns out to be False/incorrect at any time prior to signing of Contract; EMD shall be remained with LIC for a period of 15 months from the date of submission of bids/proposal.	
533	Page 32, 3.14.1. Non-Disclosure Agreement (NDA)	The bidder shall submit along with the Performance Bank Guarantee, a duly notarized Non-Disclosure agreement on a stamp paper of `500/- (Rupees five hundred only) or as per stamp duty payable in the respective state, as per the format given in Annexure-8 duly signed by the Authorized Signatory of the Company.	Please confirm whether the NDA needs to be furnished at the time of submitting the eligibility documents or the NDA can be given at a later date at the start of Stage 2 process	The NDA is to be submitted with eligibility bid however LIC may ask for fresh submission of NDA to the selected bidder.
534	Page 38, 3.22. Bid Validity Period:	Bids shall remain valid for 240 days after the date of Online Reverse Auction (ORA) 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. A Bidder may refuse the request without forfeiting its EMD unless it is the successful bidder who has been notified by LIC that its bid has been accepted.	Request to modify the clause by removing the strike through portions of the clause and adding the underlined matter to the clause as under: Bids shall remain valid for 240 <u>180</u> days after the date of Online Reverse Auction (ORA) 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	The clause remains unchanged

		Such extension will not require modification of the bids already submitted	period of EMD will be suitably extended by the bidder. A Bidder may refuse the request without forfeiting its EMD unless it is the successful bidder who has been notified by LIC that its bid has been accepted. Such extension will not require modification of the bids already submitted.	
535	Page 66, 8. Award & Signing of contract.	LIC will notify successful bidder L1 in writing by letter in duplicate or email that its bid has been accepted. The Selected bidder has to return the duplicate copy to LIC within 7 working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance. The successful bidder shall be required to enter into a contract/SLA with LIC, within 15 days of the award of the tender or within such extended period as may be decided by LIC along with the letter of acceptance, NDA, BG and other terms and conditions as may be determined by LIC to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. The notified Bidder who submits the unconditional and irrevocable Performance Bank Guarantee as above will enter into the contract for the execution of this project with LIC as per the terms and conditions of this RFP. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted. The	Request to add the underlined matter to the clause as under: LIC will notify successful bidder L1 in writing by letter in duplicate or email that its bid has been accepted. The Selected bidder has to return the duplicate copy to LIC within 7 working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance. The successful bidder shall be required to enter into <u>a mutually agreed</u> contract/SLA with LIC, within 15 days of the award of the tender or within such extended period as may be decided by LIC along with the letter of acceptance, NDA, BG and other terms and conditions as may be determined by LIC to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. The notified Bidder who submits the unconditional and irrevocable Performance Bank Guarantee as above will enter into the contract for the execution of this project with LIC as per the terms and conditions of this RFP. Copy of board resolution or power of attorney	The clause remains unchanged

		contract/agreement will be based on bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc. and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc. LIC reserve the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.	showing that the signatory has been duly authorized to sign the acceptance letter, <u>mutually agreed</u> contract and NDA should be submitted. The contract/agreement will be based on bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc. and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc. LIC reserve the right to stipulate, at the time of finalization of the contract, any other document(s) <u>which is mutually agreed</u> to be enclosed as a part of the final contract.	
536	Page 68, 9.3 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/Bidder 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. the RFP, including consideration and evaluation of such Bids and such Bidder may	Request to modify the clause by removing the strike through portions of the clause and adding the underlined matter to the clause as under: 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/Bidder to pay liquidated damages to LIC and The aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the <u>total Contract price amount paid by LIC to the Vendor in the immediately preceding twelve months on the date on which such liability arose</u>	The clause remains unchanged

		not be allowed to participate in any RFP issued by LIC during a period of 2 years from the date such Bidder is found by LIC to have directly or through an agent, engaged or indulged in corrupt / fraudulent / coercive / undesirable / restrictive practice, as the case may be. Without prejudice to the rights of LIC under Clause above and the rights and remedies which the Life Insurance Corporation of India may have under the Letter of Intent (LOI) or the Agreement, if Bidder, as the case may be, is found by LIC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement. Such Bidder shall not be eligible to participate in any tender or RFP issued by LIC during a period of 3 years from the date of such Bidder, as the case may be, is found by LIC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.	with LIC <u>under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. the RFP, including consideration and evaluation of such Bids and such Bidder may not be allowed to participate in any RFP issued by LIC during a period of 2 years from the date such Bidder is found by LIC to have directly or through an agent, engaged or indulged in corrupt / fraudulent / coercive / undesirable / restrictive practice, as the case may be. Without prejudice to the rights of LIC under Clause above and the rights and remedies which the Life Insurance Corporation of India may have under the Letter of Intent (LOI) or the Agreement, if Bidder, as the case may be, is found by LIC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement the EMD or the PBG of the bidder shall be encashed and appropriate legal action shall be initiated. Such Bidder shall not be eligible to participate in any tender or RFP issued by LIC during a period of 3 years from the date of such Bidder, as the case may be, is found by LIC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as</u>	
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			<u>the case may be.</u>	
537	Page 72, 9.12. Contracting	The notified Bidder who submits the Performance Bank Guarantee as above will enter into the contract for the execution of this project with LIC as per the terms and conditions of this RFP. LIC reserves the right to incorporate standard contract provisions and the contract shall at all times be compliant to: • "Contract Agreement for Selection of System Integrators/ Implementation Agencies" http://meity.gov.in/content/rfp-standardization-model-rfps-and-guidancenotes • Provision of the CVC and GOI on procurements • General Financial Rules 2017 for contract management https://doe.gov.in/sites/default/files/GFR2017_0.pdf LIC reserves the right to incorporate standard contract provisions into any contract negotiated as a result of any proposal submitted in response to this RFP. These provisions may include such things as the normal day-to-day relationships with the Bidder, but may not substantially alter the requirements of this RFP. Further, the successful Bidder is to be aware that all material submitted in response to this RFP, as well as the RFP itself, will form a part the final contract. The selected Bidder will sign a	Request to modify the clause by removing the strike through portions of the clause and adding the underlined matter to the clause as under: The notified Bidder who submits the Performance Bank Guarantee as above will enter into the contract for the execution of this project with LIC as per the terms and conditions of this RFP. LIC reserves the right to incorporate standard contract provisions and the contract shall at all times be compliant to: • "Contract Agreement for Selection of System Integrators/ Implementation Agencies" http://meity.gov.in/content/rfp-standardization-model-rfps-and-guidancenotes • Provision of the CVC and GOI on procurements • General Financial Rules 2017 for contract management https://doe.gov.in/sites/default/files/GFR2017_0.pdf LIC reserves the right to incorporate standard contract provisions into any contract negotiated as a result of any proposal submitted in response to this RFP. These provisions may include such things as the normal day-to-day relationships with the Bidder, but may not substantially alter the requirements of this RFP. Further, the successful Bidder is to be aware that all material submitted in response to this	The clause remains unchanged

		contract with LIC to provide the items named in their responses, at the prices listed. The Contract will be subject to review throughout its term. LIC will consider cancellation of contract upon discovery that the selected Bidder is in violation of any portion of the Contract, including an inability by the Bidder to provide the products, support and/or service promised in their response. LIC reserves the right to cancel this RFP, to make a partial award, or to make no award if it determines that such action is in the best interest of the LIC. a. LIC reserves the right at the time of award of contract and during the term of the contract to vary the quantity of services and goods specified in the RFP without any change in unit prices or other terms and conditions. b. LIC, at all times, reserve the right to modify, include or exclude procurement of products under consideration in this RFP if it is to LIC's advantage to do so. c. LIC reserves the right to shift/divert the equipment to other locations from where they are. In such cases, the warranty / AMC shall continue to be in force at the new location and the supplier has to continue to extend his support for the same at the new location.	RFP, as well as the RFP itself, will form a part the final contract. The selected Bidder will sign a contract with LIC to provide the items named in their responses, at the prices listed.The Contract will be subject to review throughout its term. LIC will consider cancellation of contract upon discovery that the selected Bidder is in violation of any portion of the Contract, including an inability by the Bidder to provide the products, support and/or service promised in their response. LIC reserves the right to cancel this RFP, to make a partial award, or to make no award if it determines that such action is in the best interest of the LIC. a. LIC reserves the right at the time of award of contract and during the term of the contract to vary the quantity of services and goods specified in the RFP without any change in unit prices or other terms and conditions. b. LIC, at all times, reserve the right to modify, include or exclude procurement of products under consideration in this RFP if it is to LIC's advantage to do so. c. LIC reserves the right to shift/divert the equipment to other locations from where they are. In such cases, the warranty / AMC shall continue to be in force at the new location and the supplier has to continue to extend his	
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			support for the same at the new location. <u>All the above provisions will have to be mutually agreed between the parties and then only the same shall become binding.</u>	
538	Page 72, 9.9. Consequences of Termination of Selected Bidder:	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	Request to modify the clause by removing the strike through portions of the clause and adding the underlined matter to the clause as under: 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 <u>which are mutually agreed</u> 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	The clause remains unchanged

			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	
539	Page 74, 9.11. Performance Bank Guarantee (PBG)	In case the selected bidder fails to submit performance bank guarantee even after the elapse of 28 working days from the time stipulated, it will be considered that the selected bidder has backed out. EMD of such bidder will be forfeited and the bidder will be blacklisted. The PBG / part thereof may be invoked for an amount that will be decided by LIC, when the bidder backs-out of any of his obligations as per this RFP and fails to discharge their contractual obligations during the period or LIC incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.	Request to modify the clause by removing the strike through portions of the clause as under: In case the selected bidder fails to submit performance bank guarantee even after the elapse of 28 working days from the time stipulated, it will be considered that the selected bidder has backed out. EMD of such bidder will be forfeited and the bidder will be blacklisted. The PBG / part thereof may be invoked for an amount that will be decided by LIC, when the bidder backs-out of any of his obligations as per this RFP and fails to discharge their contractual obligations during the period or LIC incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.	The clause remains unchanged
540	Page 75, 9.13. Signing of Contract	Post submission of Performance Bank Guarantee by the successful bidder, LIC shall enter into a contract with the successful bidder, incorporating all clauses of RFP, all clarifications and the response to the RFP of the successful bidder. 9.14. Contract Period The initial period of contract for providing software solution /services /licenses /ATS /AMC/support will be for 5 years extendable to 2 years. The Bidder	Request to add the underlined matter to the clause as under: Post submission of Performance Bank Guarantee by the successful bidder, LIC shall enter into <u>amutually agreed</u> contract with the successful bidder, incorporating all clauses of RFP, all clarifications and the response to the RFP of the successful bidder. 9.14. Contract Period The initial period of	The clause remains unchanged

		is required to commence the services within 15 days from award of contract, failing which Life Insurance Corporation of India reserves the right to levy penalty, as stipulated in the RFP.	contract for providing software solution /services /licenses /ATS /AMC/support will be for 5 years extendable to 2 years. The Bidder is required to commence the services within 15 days from award of contract, failing which Life Insurance Corporation of India reserves the right to levy penalty, as stipulated in the RFP.	
541	Page 76, 9.18. Repeat Orders	Beyond the validity period which is mentioned above clause 9.17, LIC reserves the right to place repeat orders for additional software and services on the same terms & conditions at same prices for 5 years. LIC also reserves the right to negotiate rates of stray future requirements (which were not anticipated and which are not listed in the current Tender specifications) that may be required to be procured and installed within/along with the equipment(s) being purchased through this tender. Basis of the negotiations will be the list-price of the equipment/component/software/licenses/services and the discounts etc. generally offered to LIC by the Bidder.	Request to modify the clause by removing the strike through portions of the clause and adding the underlined matter to the clause as under: Beyond the validity period which is mentioned above clause 9.17, LIC reserves the right to place repeat orders for additional software and services on the same terms & conditions at same prices for <u>5 year months</u>. LIC also reserves the right to negotiate rates of stray future requirements (which were not anticipated and which are not listed in the current Tender specifications) that may be required to be procured and installed within/along with the equipment(s) being purchased through this tender. Basis of the negotiations will be the list-price of the equipment/component/software/licenses/services and the discounts etc. generally offered to LIC by the Bidder.	The clause remains unchanged
542	Page 82, 9.26. INTELLECTUAL PROPERTY RIGHTS	In no event shall LIC be liable for any indirect, incidental or consequential damage or liability, under or in connection with or arising out of this RFP, or	Request to modify the clause by removing the strike through portions of the clause and adding the underlined matter to the clause as under:	The clause remains unchanged

		out of any subsequent agreement relating to any hardware, software and services delivered. For this purpose it would be immaterial how such liability may arise, provided that the claims against customers, users and service	In no event shall LIC <u>either party</u> be liable for any indirect, incidental or consequential damage or liability, under or in connection with or arising out of this RFP, or out of any subsequent agreement relating to any hardware, software and services delivered. For this purpose it would be immaterial how such liability may arise, provided that the claims against customers, users and service <u>9.27 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.</u> <u>9.28 The indemnities set out in Clause 15 shall be subject to the following conditions:</u> <u>(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;</u> <u>(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</u>	
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			<u>sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;</u> <u>(iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying 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;</u> <u>(iv) all settlements of claims subject to indemnification under this Clause will:</u> <u>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</u> <u>b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;</u> <u>(v) 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;</u> <u>(vi) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such</u>	
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			<u>a claim or proceedings;</u> (vii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, 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 (viii) if a Party makes a claim under the indemnity set out under Clause 15.1 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).	
543	Page 84, 9.26.6. Liability of the successful bidder	The successful bidder shall be responsible for all due permissions, authorizations and consents from any third party licensors of software provided by the bidder for this project. The liability of the bidder, regardless of the nature of the action giving rise to such liability and in case of claims against the LIC arising out of misconduct or gross negligence of the bidder, its employees and subcontractors or through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	Request for removal of the clause	The clause remains unchanged
544	Page 84, 9.26.7. Rights in Vendor's Pre-	There shall be no assignment or transfer of any Vendor's pre-existing IPRs (including any amendments, modifications or	Request to add the underlined matter to the clause as under: <u>Either party will own there pre-existing IPR (including any amendments,</u>	The clause remains unchanged

	existing IPR	enhancements thereto) pursuant to this Agreement.	<u>modifications or enhancements, tools, techniques, etc thereto</u>) There shall be no assignment or transfer of any Vendor's pre-existing IPRs (including any amendments, modifications or enhancements thereto) pursuant to this Agreement.	
545	Page 85, 9.26.10 Patent Rights and other litigation costs	In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the systems or any parts thereof with relation to the contract deliverables, in LIC 's country, the Vendor will act expeditiously to extinguish such claim. If the Vendor fails to comply and LIC is required to pay compensation to a third party resulting from such infringement, the Vendor will be responsible for the compensation including all expenses (court costs and lawyer fees). LIC will give notice to the Vendor of such claim, if it is made, without delay as when received. In no event shall LIC be liable for any indirect, incidental or consequential damage or liability, under or in connection with or arising out of this RFP, or out of any subsequent agreement relating to any hardware, software and services delivered. For this purpose it would be immaterial how such liability may arise, provided that the claims against customers, users and service providers of LIC are considered as a direct claim	Request for removal of the clause	The clause remains unchanged
546	Page 89, 9.28.2	There shall be a penalty for non-adherence to	Request to modify the clause by removing the	The clause remains

	Liquidated Damages.	the time schedule of Project Timelines. The total penalty will be capped at 10% of the total contract value. Penalties for non-adherence to the time schedule of project timelines: All activities as per agreed timelines: 1% of the total contract value of the TCO per week of delay or part thereof for the first 8 weeks. Thereafter, the rate of penalty will be 2% of the total contract value of the TCO or part thereof. If the penalties are beyond 10% of the total contract value, then LIC may rescind the Contract and shall be free to get it done from some other source at the risk and costs of the Bidder. The Bidder may be debarred for applying in future assignments. The Bidder will ensure that all services and systems perform without defect or interruption as per the SLAs specified in the RFP. The Bidder will make all-out effort to ensure that all systems perform without defect or interruption.	strike through portions of the clause and adding the underlined matter to the clause as under: There shall be a penalty for non-adherence to the time schedule of Project Timelines. The total penalty will be capped at 105% of the total contract value of the undelivered or delayed services. Penalties for non-adherence to the time schedule of project timelines: All activities as per agreed timelines: 1% of the total contract value of the TCO per week of delay or part thereof for the first 8 weeks. Thereafter, the rate of penalty will be 2% of the total contract value of the TCO or part thereof. If the penalties are beyond 10% of the total contract value, then LIC may rescind the Contract and shall be free to get it done from some other source at the risk and costs of the Bidder. The Bidder may be debarred for applying in future assignments. The Bidder will ensure that all services and systems perform without defect or interruption as per the SLAs specified in the RFP. The Bidder will make all-out effort to ensure that all systems perform without defect or interruption. Notwithstanding anything contained in this RFP or Agreement the maximum aggregate penalty alongwith liquidated damages, if any, shall not exceed five	unchanged
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			percent of the value of the delayed or undelivered services and can be imposed only for reasons that are solely attributable to the Vendor.	
547	Page 98, 11.1 Contract Period	Unless terminated in accordance with the terms and conditions of this RFP, the duration of the Contract Period will be 5 years from date of signing of contract between LIC and the selected Bidder. The contract period may be extended for a period agreed upon mutual terms between LIC and the Bidder	Is the Contract Period inclusive of the the implementation? If not, please specify the expected implementation time.	Please be guided by RFP Provisions
548	Page 154, 6. License Requirements:	6. License Requirements: I. All licenses should be provided in the name of LIC and should be enterprise, unlimited, perpetual license. II. Source code and scripts / customizations developed will be owned by LIC and the IPR for this will also vest with LIC. III. Source code of all the customization, scripts etc should be delivered to LIC by the Bidder at a periodicity to be decided by LIC.	Request for modification of the clause by removal of the strike through portion of the clause as under:- I. All licenses should be provided in the name of LIC and should be enterprise, unlimited, perpetual license. II. Source code and scripts / customizations developed will be owned by LIC and the IPR for this will also vest with LIC. III. Source code of all the customization, scripts etc should be delivered to LIC by the Bidder at a periodicity to be decided by LIC.	The clause remains unchanged
549	Page: 149, Format for Performance Bank Guarantee (PBG)	Format for Performance Bank Guarantee (PBG) as given in the RFP	Request to modify the PBG format as under:- Format for Performance Bank Guarantee (PBG) Bank Guarantee clause <u>This Bank Guarantee issued by _____ Bank, on behalf of the Contractor in favor of Purchaser is in respect of the Contract/agreement dated _____.</u>	The clause remains unchanged

			<u>As communicated by Contractor on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____ only) is outstanding and payable to Contractor by Purchaser, in respect of pervious contracts between Contractor and Purchaser.</u> <u>As communicated by Contractor on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any pervious contracts between Contractor and Purchaser.</u> <u>Notwithstanding anything contained hereinabove:</u> <u>a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only)</u> <u>b) This Guarantee shall remain in force up to and including _____ (including claim period of three months)</u> <u>c) Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of Purchaser under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.</u>	
550	Page 77, 9.20. Deliverables and Timelines	Table given under this section	Request tto consider that all penalties should be capped at 5% of the total Deal value. Further we woul request to consider penalties only for the part of the services deliveries from the SI if any and not for staffing delay /	The clause remains unchanged

			providing backups and not for the SW deliveries from the OEMs, as all SW deliveries will be done in agreement with the OEMs under the back to back terms and conditions.	
551	Page 78-79 under Timelines and penalties: of 9.20. Deliverables and Timelines:	In case of cancellation of orders due to delay in deliveries/ installations, besides the penalty charged, the concerned bidder may also be disallowed/debarred to participate in future RFPs as decided by LIC, period of which may extend up to three years. However, in all such cases LIC will take a decision and LIC's decision will be final and binding on the bidder.	Request for removal of the clause	The clause remains unchanged
552	Page 86, 9.28. Payment Terms	Efforts will be made to settle all payments within 30 days, for orders for which complete set of invoices along with supporting requirements are submitted	Request to consider that there will be an overall penalty cap of 5% of contract value of the delayed or undelivered services only.	The clause remains unchanged
553	Page 86, 9.28. Payment Terms	b. Efforts will be made to settle all payments within 30 days, for orders for which complete set of invoices along with supporting requirements are submitted.	Request to modify the clause by removing the strike through portions of the clause and adding the underlined matter to the clause as under: <u>b. Efforts will be made to settle All payments to be made within 30 days, for orders for which complete set of invoices along with supporting requirements are submitted. All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves</u>	The clause remains unchanged

			<u>the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by COMPANY and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.</u>	
554	Page 86, 9.28. Payment Terms, point g. Payment for Software Cost	80% of software cost payment will be made after successful go-live(This includes upgrading/replacing/migrating the OS and full Software stack,application, data and then observing the DC/division for a full cycle of one month) of each division(each division means DC, NDR, FAR DR and LIC DR upgradation/replacement/migration) (Total 125 division and stand alone instances). The bidder should submit the Implementation Report duly signed by the designated LIC official.	Request that all payment for all SW, HW and other supply items should be paid upfront on delivery (100%)	The clause remains unchanged
555	Page 93, 6. License Requirements	I. All licenses should be provided in the name of LIC and should be enterprise, unlimited, perpetual license. II. Source code and scripts / customizations developed will be owned by LIC and the IPR for this will also vest with LIC. III. Source code of all the customization, scripts etc should be delivered to LIC by the Bidder at a periodicity to be decided by LIC.	Request to modify the clause by removing the strike through portions of the clause as under: I. All licenses should be provided in the name of LIC and should be enterprise, unlimited, perpetual license. II. Source code and scripts / customizations developed will be owned by LIC and the IPR for this will also vest with LIC. III. Source code of all the customization, scripts etc should be delivered to LIC by the Bidder at a periodicity to be decided by LIC.	The clause remains unchanged
556	Page 97, 10.6.	There will be an overall penalty cap of 10% of	Request to modify the clause by removing the	The clause remains

	Penalty Cap	contract value for each site every year during contract period.	strike through portions of the clause and adding the underlined matter to the clause as under: <u>There will be an overall penalty cap of 105% of contract value of the delayed or undelivered services for each site every year during contract period.</u>	unchanged
557	Payment for Software Cost, , Page 96	h. The TCO shall be calculated excluding cost of AMC/ATS payments, if any. TCO will be excluding the GST/CST. Per division TCO comprises of Software Procurement Cost, Migration Cost for the Division, AMC/ATS Cost and maintenance and other charges for maintenance period.	The statement is contradictory to Section 9.19. Placing of Orders. Where LIC has defined "Total cost of Software Solution with support (warranty and AMC/ATS, if desired) would be the Total Cost of Ownership (TCO) and has to be quoted in commercial Bid." Please clarify on this clause. Secondly, please define the significance of per division TCO.	Please be guided by RFP Provisions
558	Pg no. 33, Warranty and Annual Maintenance Contract/Annual Technical Service	Warranty and Annual Maintenance Contract/Annual Technical Service:	Request to clarify, what is the period of Warranty expected?	The details shall be shared / provided to eligible bidders.
559	Pg No. 95, 10.3. Stack Uptime/Business Continuity Required and Its Applicable Penalties::	Maximum Penalty due to TPS breakdown/business interruption – 10% of the Total Contract Value of the affected site.	Request to consider that there will be an overall penalty cap of 5% of contract value of the delayed or undelivered services only.	The clause remains unchanged
560	Section 2.2.3	Current state technical stack & licenses	Provide version details of Tibco RV	The details shall be

	Page 14			shared / provided to eligible bidders.
561	Section 2.2.3 Page 14	Current state technical stack & licenses	Please provide volumetrics & TPS for each component viz Cobol, Glassfish Tibco	The details shall be shared / provided to eligible bidders.
562	Section 2.2.3 Page 14	Current state technical stack & licenses	Its mentioned license are available MF Cobol, Tibco, Redhat. Please provide more details of licenses	The details shall be shared / provided to eligible bidders.
563	Section 2.2.3 Page 14	Current state technical stack & licenses	Can the licenses be reused while upgrading MF Cobol, Tibco, Redhat OS to latest version	The details shall be shared / provided to eligible bidders.
564	Section 2.2.3 Page 14	Current state technical stack & licenses	We are assuming that functional testing will be done by LIC	The details shall be shared / provided to eligible bidders.
565	Section 2.2.3 Page 14	Current state technical stack & licenses	Does LIC need any tool that will help in code migration	The details shall be shared / provided to eligible bidders.
566	Section 2.2.3 Page 14	Current state technical stack & licenses	Is performance & security testing in scope? Should we propose any tools	The details shall be shared / provided to eligible bidders.
567	Section 2.2.3 Page 14	Current state technical stack & licenses	What is the existing database size	The details shall be shared / provided to eligible bidders.
568	Section 2.2.3 Page 14	Current state technical stack & licenses	Does LIC have DevOps incorporated ? If yes please mention tools. If not is LIC expecting the bidder to recommend the tools for it	No devops is not implemented. The bidder may suggest however accepting the same will be at the discretion of LIC
569	Annexure-3 ELIGIBILITY CRITERIA point	Bidder / Partner should provide expert profile in the following areas TIBCO Rendezvous	TIBCO Rendezvous upgrade/replacement is not part of the scope, please elaborate on the need of TIBCO Rendezvous resource	Tibco is very important part of LIC's eFeap

	10			application hence there is a need of TIBCO Rendezvous resource. Bidder should have the capability to integrate eFEAP application with TIBCO components in both COBOL and JAVA layers
570	5.1.3 Terms & conditions of proposed Onsite engineer	(c) If the alternate candidate is not provided within 14 days a penalty of 5% per day of the engineer's monthly rate approved by LIC will become applicable. If the second candidate also fails penalty @ 5% per day of the engineer's monthly rate approved by LIC, will be recovered.	Whether the engagement under the RFP is Time and Material or Fixed Price basis?	Please be guided by RFP Provisions
571	9.3 Limitation of Liability r/w Section 11.7 & 11.10	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/Bidder 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	Bidder requests below modifications under the clause: "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/Bidder 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	The clause remains unchanged

		the cost of repairing or replacing defective equipment.	this limitation shall not apply to the cost of repairing or replacing defective equipment."	
572	9.9 Consequences of Termination of Selected Bidder	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.	We request below modification in the clause: "In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to violation of 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."	The clause remains unchanged
573	9.26.8. IPR Warranty	The Bidder will warrant that: a) The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the	We requests deletion of the IPR warranty clause for the fact that we are already providing Indemnity if there is any infringement claim	The clause remains unchanged

		Intellectual Property Rights of any person; and b) It has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause.	w.r.t the Services provided by Us and we will not be in a position to offer warranty for the same. The Bidder will warrant that: a. The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and b. It has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause.	
574	11.2.5 Subcontracting	The Bidder will not be allowed to subcontract any portions of the scope of this RFP to any other party.	Bidder requests LIC to provide clarity whether Subcontracting is allowed under the current scope or not? Because Section 8.1 states that subcontracting is permitted with prior written consent.	subcontracting is not allowed, Please refer the corrigendum-V
575	11.6 Indemnity	The successful bidder shall indemnify, protect and save LIC from/against all claims (financial, legal and other), losses, costs, damages, expenses, action suits and other proceeding, resulting from any damage / loss to infrastructure at DC and DR sites, infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc., any claims from third party, corporation or other entity (including LIC) attributable to the Bidder's negligence or willful default in performance or non-performance under the contract, and services provided by successful bidder.	Bidder requests below modification in the clause as we cannot offer Indemnity for performance or non-performance as it will make the liability cap redundant. "The successful bidder shall indemnify, protect and save LIC from/against all claims (financial, legal and other), losses, costs, damages, expenses, action suits and other proceeding, resulting from any damage / loss to infrastructure at DC and DR sites, infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc., any claims from third party, corporation or other entity (including LIC) attributable to the Bidder's gross negligence or willful default in performance or non-performance under the contract, and services provided by successful bidder."	Please be guided by RFP Provisions
576	11.6.2	LIC will, at the cost of the Bidder, give the	Bidder requests the below modifications in the	The clause remains

	Indemnity	Bidder all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense,	clause: "LIC will, at the its own cost of the Bidder, give the Bidder all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;"	unchanged
577	11.7 LIABILITY	Except in cases of criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the Bidder and used/consumed by LIC, the Supplier/Bidder shall not be liable to LIC, 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 the supplier/Bidder to pay liquidated damages to LIC and the aggregate liability of the Supplier/Bidder to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. However, it is expected that the bidder/vendor will take utmost care so as to avoid any indirect or consequential loss of damage.	Bidder requests deletion as it is a repetition of Section 9.3- Limitation of Liability	The clause remains unchanged
578	11.12	Violation of NDA will lead to forfeiture of	Bidder requests below modifications:"Violation	The clause remains

	Confidentiality and privacy	performance Bank guarantee and additionally will lead to legal action and blacklisting.	of NDA will lead to forfeiture of performance Bank guarantee and additionally will lead to legal action and blacklisting."	unchanged
579	11.16(b) Termination	The successful bidder acknowledges and agrees that timely performance of all obligations is essence of contract. In case of any delay, under or nonperformance is not cured by the successful bidder within time limit given in this RFP 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) LIC may terminate/cancel the contract by giving one month's notice, without assigning any reason. The successful bidder agrees and accepts that he shall be liable to pay damages claimed by LIC, in the event of termination/breach of terms of this RFP /contract etc. as detailed in penalty clauses mentioned in RFP.	Bidder requests LIC to provide 30 days as Cure Period to cure the breach before exercising the right to terminate the Contract;	Please be guided by RFP Provisions
580	11.16(c) Termination	The successful bidder shall have no right of termination of Contract.	Bidder requests mutual rights for termination. Please see following sections.	The clause remains unchanged
581	11.16.1 Termination and reduction for convenience	LIC may, at any time, by a prior written notice of 30 days, terminate the contractor and / or reduce the scope of the Services.	Bidder requests mutual rights for termination and below is the modification We insists:"LIC Either Party may, at any time, by a prior written notice of 390 days, terminate the contractor Agreement and / or reduce the scope of the Services.LIC shall provide prior written notice of not less than 90 days for the reduction in scope of the Services provided that such reduction in scope of the Services shall be mutually discussed and agreed by both the Parties"	The clause remains unchanged
582	11.16.2	Notwithstanding what has been stated this	Bidder requests mutual rights for termination in	Please be guided by

	Termination by LIC for default	RFP LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part if the Bidder fails to deliver any or all of the	case of default and both the Parties shall be allowed to have 30 days as Cure Period to cure the breach before exercising the right to terminate the Contract;	RFP Provisions
583	11.16.8. Consequences of Termination of the Selected Bidder:	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.	Bidder requests that LIC cannot invoke PBG if Contract is terminated for Convenience or penalties (wherever applicable) has already been paid by Bidder.Hence Bidder requests below modifications:"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 clause remains unchanged
584	11.23 Transition Support	During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the LIC, at no extra cost to the LIC, for ensuring smooth switch over and continuity of services. If existing Bidder is in breach of this obligation, they shall be liable for paying a penalty of 50 Lakhs on demand to the LIC, which may be settled from the payment of invoices for the contracted period.	Bidder requests below modification in the clause:During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the LIC, at no extra cost to the LIC, for ensuring smooth switch over and continuity of services. If existing Bidder is in breach of this obligation, they shall be liable for paying a penalty of 50 Lakhs on demand to the LIC, which may be settled from the payment of invoices for the contracted period LIC can pursue such other rights and/or remedies that may be available under law.	The clause remains unchanged
585	Deemed Acceptance	New Addition	<i>Any Service/Deliverables shall be treated deemed Accepted if LIC neither accepts nor rejects the Services/Deliverables within 15 days of delivery or LIC starts using the Services/Deliverable in a</i>	Please be guided by RFP Provisions

			<i>live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT).</i>	
586	Non-Solicitation	New Addition	<i>LIC agrees that during the term of the Agreement and for a period of one (1) year following its termination, not to solicit or hire for employment any officer, employee or any agent of Bidder.</i>	Please be guided by RFP Provisions
587	Termination Fee	New addition	<i>"In the event if Contract is terminated by LIC then LIC shall be liable to pay Bidder the termination fee or any incurred, committed and non-cancellable costs in addition to payment up of next milestone deliverables for which work is commenced".</i>	Please be guided by RFP Provisions
588	2.2. Current State, Point# 3 e	e. TIBCO rendezvous is being used for messaging solution between divisions.	Please confirm if Tibco Rendezvous is in scope to be replaced/upgrade with another messaging service as there is no mention of replace/upgrade of TIBCO Rendezvous in SoW section 4.2 on page 48.	Tibco Rendezvous is not part of scope of this RFP.
589	10. SERVICE LEVEL AGREEMENT (SLA):	Other Terms & Conditions: 6.. License Requirements: I. All licenses should be provided in the name of LIC and should be enterprise, unlimited, perpetual license.	LIC needs to restrict the unlimited software entitlement restricted to eFEAP application landscape only, with defining the upper limit to be capped for example at 20% of current capacity or 10% of Year on Year growth or any other measurable metrics.	Please be guided by RFP Provisions
590	2.2. Current State, Point# 4	Existing Server Details at Primary Site/Far DR Site for Each Division in the Zone	1) Please provide detailed information about current set-up with current sizing in terms of no of Cores / vCPU's, peak and sustained Transactions per second (TPS) , concurrent users for each stack software component per DO location. 2) What is the annualized growth LIC expects	The details will be shared with eligible bidders.

			over the project term 3) Please provide detailed current deployment architecture of the overall components per DO location.	
591	3.14.2. Undertaking for Warranty, AMC, ATS and Quality Assurance	Warranty and Annual Maintenance Contract/Annual Technical Service: 4. Support (Warranty/ AMC, if opted) would be on-site and comprehensive in nature and must have back to back support from the OEM/Vendor. The vendor will warrant products against defects arising out of faulty design etc. during the specified support period	Support on any software by respective OEM's will be non onsite. As per the section 5 of RFP, the bidder will be providing onsite L2, L3 engineers who would open required cases / tickets with respective Software OEM's to get required support as per the severity levels defined by OEM's. The software OEM's will provide product support, updates, upgrades, bug fixes/patches as per the product lifecycle for the respective TPS stack products. Would request LIC to ammend this clause accordingly to meet industry standard model of support for software products.	Please be guided by RFP Provisions
592	3.14.2. Undertaking for Warranty, AMC, ATS and Quality Assurance	Bidder shall provide and implement patches/ upgrades/ updates for software/Operating System/ Middleware/ DataBase etc as and when released by the Vendor/OEM or as per requirements of LIC. Bidder should bring to notice of the LIC all releases/version changes.	The bidder shall provide patches/ upgrades/ updates for software/Operating System/ Middleware/ DataBase only for products supplied as per the purchahse order.	The details shall be shared / provided to eligible bidders.
593	4 Scope of Work, Point Number 4.1, 27	Bidder needs to ensure that DR automation process is integrated with Hardware Vender seamlessly so that in Disaster recovery situation switching from DC to DR will be without disruption of eFeap application.	What is the current BCP and backup tools being used by LIC in eFEAP environment.	The details shall be shared / provided to eligible bidders.
594	4 Scope Of Work, Point	Replace and Migrate Oracle Enterprise Glassfish Application Server	Please provide more details on the number of cores provisioned for the existing Glassfish	The details will be shared with eligible

	Number 4.2, "3"		Application Server per DO location and will the deployment be Active-Active or Active-Passive.	bidders.
595	4 Scope Of Work, Point Number 4.2, "3"	Replace and Migrate Oracle Enterprise Glassfish Application Server	Request LIC to rephrase "Replace and Migrate Oracle Enterprise Glassfish Application Server" to "Replace and Migrate Oracle Enterprise Glassfish Application Server with supported Open source Application Server" as Opensource is based on open standards and this would mitigate LIC's risk in future.	Please be guided by RFP Provisions.
596	3.9. PARTNERS	The bidder should have Partnering Agreement with OEMs, which is mandatory and it should be as per role of OEM defined in the RFP.	Partnership agreement is confidential document between OEM and bidding SI. OEM & partner should be allowed to share OEM provided self-declaration on letterhead/partnership certificate on partnership status of bidder along with Manufacturers Authorization Form (MAF)	Please refer the corrigendum-V
597	3.9. PARTNERS	The Bidder will be the single point of contact / reference to LIC. The LIC will enter into agreement with the selected Bidder only. However, the Bidder must confirm to LIC that they are willing to enter into back to back teaming agreement with OEM for risk mitigation in meeting the deliverables, implementation and other service commitments as per the RFP the Bidder makes to LIC under the Contract to be entered into.	The OEM will provide software and support based on product SLA. On the services part the OEM services will be point engagements, which does not warrant Teaming agreement. Request LIC to remove this clause.	The clause remains unchanged
598	3.9. PARTNERS	The Bidders must share a copy of the back to back partnering arrangement with OEM, with LIC.	Partnership agreement is confidential document between OEM and bidding SI. OEM should be allowed to provide self-declaration on partnership status of bidder along with Manufacturers Authorization Form (MAF)	Please refer the corrigendum-V

599	4.1 Scope of Work, Point #31	Modernization Process	Please elaborate on the scope of Modernization. Does it imply moving the new set-up to a Modern Approach like Microservices based architecture?	Please be guided by RFP Provisions
600	9.28.2 Liquidated Damages	The delivery & installation of the entire system consisting of software and services will be as per the Schedule of Service Level Agreement mentioned in this RFP; failure to do so will attract penalties. If, at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the systems and/or Services, the Bidder shall promptly notify LIC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Bidder 's notice, LIC shall evaluate the situation and may, at its discretion, extend the Bidder 's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract. There shall be a penalty for non-adherence to the time schedule of Project Timelines. The total penalty will be capped at 10% of the total contract value. Penalties for non-adherence to the time schedule of project timelines: All activities as per agreed timelines: 1% of the total contract value of the TCO per week of delay or part thereof for the first 8 weeks. Thereafter, the rate of penalty will be 2% of the total contract value of the TCO or part thereof.	We request the below additions to be considered in the clause for the LD's (if applicable): Ø LD's shall apply only if the delay is solely attributable to the Bidder; Ø LD shall trigger only when the Bidder fails to deliver the services within the grace period of 30 days ("Grace Period"); Ø Imposing LD shall be the sole and exclusive remedy of LIC;	The clause remains unchanged

601	7.2 Technical Workshops	Technical workshops will be conducted with shortlisted bidders for detailed information exchange regarding the TPS, application stack and Scope of work mentioned in this RFP. At the end of technical workshop, the bidders will require to submit POC proposal containing the list of proposed solution components.	Please share format for Technical workshops. Can bidder and OEM participate together in the Technical Workshop.	The details shall be shared / provided to eligible bidders.
602	9.18 Repeat Orders:	Beyond the validity period which is mentioned above clause 9.17, LIC reserves the right to place repeat orders for additional software and services on the same terms & conditions at same prices for 5 years. LIC also reserves the right to negotiate rates of stray future requirements (which were not anticipated and which are not listed in the current Tender specifications) that may be required to be procured and installed within/along with the equipment(s) being purchased through this tender. Basis of the negotiations will be the list-price of the equipment/component/software/licenses/services and the discounts etc. generally offered to LIC by the Bidder	As the pricing is based on various variable factors, 5 years is a very long time to maintain pricing validity for repeat ordering. We would like LIC to consider price validity of 1 Year from the date finalization of successful bidder thru reverse auction.	The clause remains unchanged
603	7.3. POC (Proof Of Concept)/ POS(Proof Of Solution):	The POC needs to be conducted in LIC's/Bidder premises, as decided by LIC. LIC will inform the bidder in advance about the place where the POC would be conducted.	In case LIC asks bidder to do POC at Bidder's Premises, will LIC provide required hardware infrastructure, LIC application source code, etc to perform migration/upgrade as per the POC scope.	The details shall be shared / provided to eligible bidders.
604	9.20. Deliverables and Timelines:	Installation /Up-gradation of Third Party Software (TPS) stack including Migration activity: 15 days	Please clarify this timeline is for one DC/division.	The details shall be shared / provided to eligible bidders.

605	Payment for Software Cost:	h. The TCO shall be calculated excluding cost of AMC/ATS payments, if any. TCO will be excluding the GST/CST. Per division TCO comprises of Software Procurement Cost, Migration Cost for the Division, AMC/ATS Cost and maintenance and other charges for maintenance period.	The statement is contradictory to Section 9.19. Placing of Orders. Where LIC has defined "Total cost of Software Solution with support (warranty and AMC/ATS, if desired) would be the Total Cost of Ownership (TCO) and has to be quoted in commercial Bid." Please clarify on this clause. Secondly, please define the significance of per division TCO.	Please be guided by RFP provisions.
606	9.20. Deliverables and Timelines	9.20. Deliverables and Timelines:	Considering the large number of Installations and regular Patch/Upgrade and Maintance of the application we recommend LIC to mandate use of enterprise grade licensed IT automation tool to streamline the process having faster rollouts and repeatable across the landscape, thereby helping LIC is greater uptimes.	The details shall be shared / provided to eligible bidders.
607	Scope of Work, Point Number 4.1, 15	The bidder will require ensuring that logs generated from all TPS Stack are integrated with LIC's log Management System for monitoring purpose.	Please provide more details on the current Log Management system available at LIC.	Log management system SIEM being used to archive the logs generated from eFEAP systems. More details will be shared at 2nd stage of bid process to shortlisted
608	5.1.3 Terms & conditions of proposed Onsite engineer	f) The penalty will be incremented by 5% for each such repetition. Force Majeure conditions may apply subject to LIC's approval. In case the engineer is to be changed by the Vendor, minimum of one month overlapping period has to be there	The overall Penalty shall in no event exceed 5% of the monthly payment of the applicable resource; LIC should provide 30 days as Grace Period to The bidder for the availability of the resources to The bidder; The Penalty shall not be applicable if the	The clause remains unchanged

		between the new and old engineer else penalty @ 5% per day of the Onsite engineer's monthly rate approved by LIC will be recovered.	<i>candidate provided by The bidder is rejected by LIC; Penalty shall be the sole and exclusive remedy of the LIC;</i>	
609	Scope of Work, Point Number 4.1, 19	Patch Management: Bidder needs to submit the plan of regular patch management of each TPS component after the upgrade process during the contract period to LIC.	Please provide more details on the current patch operations and management process followed by LIC.	The details shall be shared / provided to eligible bidders.
610	9.3 Limitation of Liability r/w Section 11.7 & 11.10	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/Bidder 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.	<i>Bidder requests below modifications under the clause: "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/Bidder 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."</i>	The clause remains unchanged
611	11.16.8. Consequences of Termination of the Selected Bidder:	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.	<i>Bidder requests that LIC cannot invoke PBG if Contract is terminated for Convenience or penalties (wherever applicable) has already been paid by Bidder. Hence Bidder requests below modifications: "Nothing herein shall restrict the right of LIC to invoke the Performance Bank Guarantee and take other actions as defined in</i>	The clause remains unchanged

			<i>this RFP and pursue such other rights and/or remedies that may be available under law or otherwise."</i>	
612	Section 2.1;	The works referred herein shall cover the entire scope of the proposal which include supply, installation, integration, up-gradation and implementation of solution including the successful completion of POC(Proof of concept)/ POS(Proof of solution) and User acceptance testing (UAT), smooth running and maintenance (timely renewal of licenses, patch management, on-site support, attending to requests etc.) of Procurement, Installation, Commissioning, Replacement/Upgradation, Migration of Software Solution for eFEAP Next Project.	LIC has mentioned in RFP that LIC already has licences of TPS software in the current stack. 1) Does existing liceses and contracts with OEM Vendors cover version upgrade support. If Yes, please provide details of existing license and contracts with OEM's. 2) Can the bidder re-use these existing licenses and contracts for existing product license and support agreements with respective OEM Vendors to omtimize the bid TCO for LIC.	1) The licenses cover version upgrade. Details regarding the same will be provided in second phase of products. 2) Yes, existing licenses can be re-used.
613	11.5.4 Consequences of termination	If the Contract is terminated: a) Each party will bear its own costs and neither party will incur further liability to the other;b) Where the Bidder is the Affected Party, it will be entitled to payment for Services Accepted or work performed prior to the date of termination of the contract. Notwithstanding the above, the decision of LIC shall be final and binding on the Bidder.	<i>Bidder requests below modification under the clause as all the decisions shall be mutually agreed by the Parties:If the Contract is terminated:c) Each party will bear its own costs and neither party will incur further liability to the other;d) Where the Bidder is the Affected Party, it will be entitled to payment for Services Accepted or work performed prior to the date of termination of the contract.</i> Notwithstanding the above, the decision of LIC shall be final and binding on the Bidder	The clause remains unchanged
614	11.6 Indemnity	The successful bidder shall indemnify, protect and save LIC from/against all claims (financial, legal and other), losses, costs, damages, expenses, action suits and other proceeding, resulting from any damage / loss to	<i>Bidder requests below modification in the clause as we cannot offer Indemnity for performance or non-performance as it will make the liability cap redundant. "The successful bidder shall indemnify, protect and save LIC from/against all</i>	The clause remains unchanged

		infrastructure at DC and DR sites, infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc., any claims from third party, corporation or other entity (including LIC) attributable to the Bidder's negligence or willful default in performance or non-performance under the contract, and services provided by successful bidder.	<i>claims (financial, legal and other), losses, costs, damages, expenses, action suits and other proceeding, resulting from any damage/loss to infrastructure at DC and DR sites, infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc., any claims from third party, corporation or other entity (including LIC) attributable to the Bidder's gross negligence or willful default in performance or non-performance under the contract, and services provided by successful bidder."</i>	
615	11.6.2 Indemnity	LIC will, at the cost of the Bidder, give the Bidder all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;	<i>Bidder requests the below modifications in the clause: "LIC will, at the its own cost of the Bidder, give the Bidder all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;"</i>	The clause remains unchanged
616	11.6.2 Indemnity	LIC will, at the cost of the Bidder, give the Bidder all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;	<i>Bidder requests the below modifications in the clause: "LIC will, at the its own cost of the Bidder, give the Bidder all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;"</i>	The clause remains unchanged
617	11.12 Confidentiality	Violation of NDA will lead to forfeiture of performance Bank guarantee and additionally	<i>Bidder requests below modifications: "Violation of NDA will lead to forfeiture of performance Bank</i>	The clause remains unchanged

	and privacy	will lead to legal action and blacklisting.	guarantee and additionally will lead to legal action and blacklisting."	
618	11.16.1 Termination and reduction for convenience	LIC may, at any time, by a prior written notice of 30 days, terminate the contractor and / or reduce the scope of the Services.	<i>Bidder requests mutual rights for termination and below is the modification We insists:</i> <i>"LIC Either Party may, at any time, by a prior written notice of 390 days, terminate the contractor Agreement and / or reduce the scope of the Services.</i> <i>LIC shall provide prior written notice of not less than 90 days for the reduction in scope of the Services provided that such reduction in scope of the Services shall be mutually discussed and agreed by both the Parties"</i>	The clause remains unchanged
619	11.16.1 Termination and reduction for convenience	LIC may, at any time, by a prior written notice of 30 days, terminate the contractor and / or reduce the scope of the Services.	<i>Bidder requests mutual rights for termination and below is the modification We insists:"LIC Either Party may, at any time, by a prior written notice of 390 days, terminate the contractor Agreement and / or reduce the scope of the Services.LIC shall provide prior written notice of not less than 90 days for the reduction in scope of the Services provided that such reduction in scope of the Services shall be mutually discussed and agreed by both the Parties"</i>	The clause remains unchanged
620	11.23 Transition Support	During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the LIC, at no extra cost to the LIC, for ensuring smooth switch over and continuity of services. If existing Bidder is in breach of this obligation, they	Hence Bidder requests below modifications:During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the LIC, at no extra cost to the LIC, for ensuring smooth switch over and continuity of services. If	The clause remains unchanged

		shall be liable for paying a penalty of 50 Lakhs on demand to the LIC, which may be settled from the payment of invoices for the contracted period.	existing Bidder is in breach of this obligation, they shall be liable for paying a penalty of 50 Lakhs on demand to the LIC, which may be settled from the payment of invoices for the contracted period LIC can pursue such other rights and/or remedies that may be available under law.	
621	11.16.8. Consequences of Termination of the Selected Bidder:	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.	<i>Bidder requests that LIC cannot invoke PBG if Contract is terminated for Convenience or penalties (wherever applicable) has already been paid by Bidder. Hence Bidder requests below modifications: "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."</i>	The clause remains unchanged
622	9.28.2 Liquidated Damages	If the penalties are beyond 10% of the total contract value, then LIC may rescind the Contract and shall be free to get it done from some other source at the risk and costs of the Bidder. The Bidder may be debarred for applying in future assignments.	The Risk Purchase cost or Step-in Rights is not applicable for Time and Material engagements. If current engagement is Fixed Price engagement, then Bidder requests the below to be considered: Ø Risk Purchase cost to be capped and shall in no event to exceed 10% of the differential cost; Ø Risk Purchase cost should be the sole and exclusive remedy of LIC.	Please be guided by RFP Provisions
623	5.1.3 Terms & conditions of proposed Onsite engineer	(d) In case of an engineer going on leave, suitable replacement shall be provided for that period failing which penalty @ 5% per day of the engineer's monthly rate approved by LIC will be recovered.	Ø If it is Fixed Price basis then We requests deletion of all penalties related to the deployment of resources as the same doesn't apply. We will have the ownership to complete the deliverables on time provided all inputs required for the performance of the Services are made available to Us by LIC;	The clause remains unchanged

624	Higher level scope of work	The decision of continuing with the same TPS or replacing it with latest software/technology should be taken by understanding and considering following points:	LIC Still wants to continue with COBOL or they are open for Springruntimes as well ?	Please be guided by RFP Provisions
625	Higher level scope of work	The bidder to ensure that the proposed software solution to be compliant with latest security requirements as laid by regulators and to resolve vulnerability assessment/penetration test/Application Audit Observation points.	Please highlight which security guidelines are you looking at ?	The details shall be shared / provided to eligible bidders.
626	Upgrade/Replace & Migrate the eFeap TPS Stack	Modernization process: After the upgradation phase next phase during the project period the bidder is to provide support and required expertise for optimizing, streamlining and modernizing the application keeping in mind that the changes required should be minimal in nature. The changes are to be proposed using change management process. Actual Code modifications will be done by LIC team however expert opinion and guidance is to be provided by the bidder as and when required by LIC.	Does LIC expecting bidder to setup the entire platform infrastructure for this modernisation (that going to happen later) during this upgrade /replace and migrate task? Will there be another scope of work & another vendor / RFP process for the modernisation or will it be completely done in house?	Please be guided by RFP Provisions, The details shall be shared / provided to eligible bidders.
627	Upgrade/Replace & Migrate the eFeap TPS Stack	Upgrade/Replace and Migrate MF COBOL Server for SOA & Server Express	Are you planning to retain the SOA system and architecture? What is the SOA platform (if any)? Is implementing COBOL layer with a micro-services platform an option?	Yes . Details will be shared with eligible bidders
628	Upgrade/Replace & Migrate the eFeap TPS Stack	Upgrade and Migrate MySQL Enterprise Edition Database (including migration of existing data with 100% data integrity)	Is migrating data to postgres is an option or does LIC want only MySQL as DB?	Please be guided by RFP Provisions
629	Annexure EC-Part-A: Page	Company Profile, point 12 in the table for customer ref in each of the last 3 Fys	we request LIC to remove the criteria of providing references in each of the last 3	Please be guided by RFP Provisions

	166		financial years and keep it open for overall projects implemented in last 3 years.	
630	Annexure EC-Part-A: Page 166	Company Profile, point 12 in the table for customer ref in each of the last 3 Fys	we request LIC to remove the criteria of providing references in each of the last 3 financial years and keep it open for overall projects implemented in last 3 years.	Please refer the corrigendum-V
631	11.16 Termination, 109	However, in case of termination /cancellation of Contract, the Contractor cannot absolve their responsibility towards the assets owned by LIC and kept / stored in their Co-Location Data Centre facility and has to comply with the requirement stipulated in this document. The successful bidder shall have no right of termination of Contract.	However, in case of termination /cancellation of Contract, the Contractor cannot absolve their responsibility towards the assets owned by LIC and kept / stored in their Co-Location Data Centre facility and has to comply with the requirement stipulated in this document. The successful bidder shall have no right of termination of Contract. Bidder may terminate the contract if LIC: (a) fails to pay any undisputed amounts within a reasonable period of time from the date of issuance of Bidder's invoice; (b) Bidder has issued two reminder notices to LIC requesting for payment; and (c) LIC is unable to make payments within 30 days from the date of receipt of second reminder notice from Bidder.	The clause remains unchanged
632	11.16.2 Termination by LIC for default, 111	In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered, and the Bidder shall be liable to LIC for any excess costs for such similar systems or Services. However, the Bidder shall continue the performance of the Contract to the extent not terminate	In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered, and the Bidder shall be liable to LIC for any excess costs for such similar systems or Services. However, the Bidder shall continue the performance of the Contract to the extent not terminate	The clause remains unchanged
633	11.19	As per RFP	Add - Except for the foregoing, Bidder expressly	The clause remains

	Warranties, 115		disclaims and excludes all other warranties, conditions, and statements implied by law, custom, or usage.	unchanged
634	11.9 Business Continuity, 104	In the event of failure of the bidder to render the service, without prejudice to any other right LIC shall have as per this agreement, LIC a its sole discretion may make alternate arrangements for getting the services from any other source. And if LIC gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the expenses, if any incurred by LIC in availing such services from the alternative source	In the event of failure of the bidder to render the service, without prejudice to any other right LIC shall have as per this agreement, its sole discretion may make alternate arrangements for getting the services from any other source. And if LIC gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the expenses, if any incurred by LIC in availing such services from the alternative source	The clause remains unchanged
635	3.12 Earnest Money Deposit, 25	e. The EMD amount deposited by the bidder may be forfeited in full or part Bidder does not respond to requests for clarification of its Bid; or 8. Bidder fails to provide required information during the evaluation process or is found to be non-responsive	e. The EMD amount deposited by the bidder may be forfeited in full or part. Bidder does not respond to requests for clarification of its Bid; or 8. Bidder fails to provide required information during the evaluation process or is found to be non-responsive	The clause remains unchanged
636	3.14, 31	n case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, a penalty of 10,000/- (Rupees Ten Thousand only) per violation will be charged and recovered from the EMD. For example: if the Bid is not spirally bound a penalty of 10,000/- (Rupees Ten Thousand only) will be imposed. Upper cap for this penalty is Rs.10,000/-	n case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, a penalty of 10,000/- (Rupees Ten Thousand only) per violation will be charged and recovered from the EMD. For example: if the Bid is not spirally bound a penalty of 10,000/- (Rupees Ten Thousand only) will be imposed. Upper cap for this penalty is Rs.10,000/-	The clause remains unchanged

637	3.2 Terms and Conditions, 16	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	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	The clause remains unchanged
638	3.22 Bid Validity Period, 38	Bids shall remain valid for 240 days after the date of Online Reverse Auction (ORA) 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.	Bids shall remain valid for 240 90 days after the date of Online Reverse Auction (ORA) 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.	The clause remains unchanged
639	9.11 Performance LIC Guarantee (PBG), 72	Failure to do so may attract a penalty of `5,000/-per day, subject to maximum penalty of `1,50,000/	Failure to do so may attract a penalty of `5,000/-per day, subject to maximum penalty of `1,50,000/	The clause remains unchanged
640	9.11 Performance LIC Guarantee (PBG), 73	The PBG will be invoked in full or part (to be decided by LIC) in any of following eventualities during the period of contract: IV. LIC incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions	The PBG will be invoked in full or part (to be decided by LIC) in any of following eventualities during the period of contract: IV. LIC incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions	The clause remains unchanged
641	7.3 POC (Proof Of Concept)/ POS(Proof Of Solution);,58	The POC needs to be conducted in LIC's/Bidder premises, as decided by LIC. LIC will inform the bidder in advance about the place where the POC would be conducted. LIC reserves the right to decide on the POC requirement, scope and the scale of POC, duration of POC and in this regard the decision of LIC will be final.	The POC needs to be conducted in LIC's/Bidder premises, as decided by LIC. LIC will inform the bidder in advance about the place where the POC would be conducted. LIC reserves the right to decide on the POC requirement, scope and the scale of POC, duration of POC and in this regard the decision of LIC will be final.	The clause remains unchanged
642	9.18 Repeat Orders;, 77	Beyond the validity period which is mentioned above clause 9.17, LIC reserves the right to place repeat orders for additional software	Beyond the validity period which is mentioned above clause 9.17, LIC reserves the right to place repeat orders for additional software and	The clause remains unchanged

		and services on the same terms & conditions at same prices for 5 years	services on the same terms & conditions at same prices for 5 years	
643	9.28 Liquidated Damages..2, 89	There shall be a penalty for non-adherence to the time schedule of Project Timelines. The total penalty will be capped at 10% of the total contract value. All activities as per agreed timelines: 1% of the total contract value of the TCO per week of delay or part thereof for the first 8 weeks. Thereafter, the rate of penalty will be 2% of the total contract value of the TCO or part thereof.	There shall be a penalty for non-adherence to the time schedule of Project Timelines. The total penalty will be capped at 10% 3% of the total contract value. All activities as per agreed timelines: 1% 0.25% of the total contract value of the TCO per week of delay or part thereof for the first 8 weeks. Thereafter, the rate of penalty will be 2% 0.5% of the total contract value of the TCO or part thereof.	The clause remains unchanged
644	7.5 Normalization of Bids, 59	5. Post the normalization process in case any Bidder has not quoted for any of the components, the response would be deemed to conclude that the unquoted components required for meeting the functional and technical requirements including the service levels specified in this RFP have been included in the total fixed cost in the commercial bid in prescribed format	5. Post the normalization process in case any Bidder has not quoted for any of the components, the response would be deemed to conclude that the unquoted components required for meeting the functional and technical requirements including the service levels specified in this RFP have been included in the total fixed cost in the commercial bid in prescribed format	The clause remains unchanged
645	9.2 Deliverables and Timelines; 77	Table –E Delivery and Installation/upgradation period(From the date of placing order) Penalty for delay in Delivery and Installation/upgradation beyond 20 days 1. Delivery of Software: 05 days @ 0.5% of TCO for delay up to 15 days and then @ 1.0% of TCO In case of delay beyond the maximum period of 20 days over and above the delivery and installation period as mentioned in the above Table E, the following action may be initiated:	Table –E Delivery and Installation/upgradation period(From the date of placing order) Penalty for delay in Delivery and Installation/upgradation beyond 20 days 1. Delivery of Software: 05 days @ 0.5% 0.1% of TCO for delay up to 15 days and then @ 1.0% 0.5% of TCO In case of delay beyond the maximum period of 20 days over and above the delivery and installation period as mentioned in the above Table E, the following action may be initiated:	The clause remains unchanged

		The order placed may be cancelled and communicated in writing to the Bidder, and even in case such decision for cancellation of order is taken by LIC, the penalty as mentioned in the above Table E (as applicable) will also be recovered from the Bidder.	The order placed may be cancelled and communicated in writing to the Bidder, and even in case such decision for cancellation of order is taken by LIC, the penalty as mentioned in the above Table E (as applicable) will also be recovered from the Bidder.	
646	9.2 Timelines and penalties; 78	This pilot activity in one DC/division should be completed within a period of 50 days from the date of intimation of go ahead by LIC. Beyond this period of 50 days any additional day will incur a penalty of 0.05 % of the TCO Penalty @0.05% of the TCO in the commercials X (Number of DCs/divisions remaining for upgradation & migration / Total Number of DCs/divisions to be upgraded & migrated) will be charged per day in case of delay beyond the period of 60 days	This pilot activity in one DC/division should be completed within a period of 50 days from the date of intimation of go ahead by LIC. Beyond this period of 50 days any additional day will incur a penalty of 0.05 0.01% of the TCO Penalty @0.05% of the TCO in the commercials X (Number of DCs/divisions remaining for upgradation & migration / Total Number of DCs/divisions to be upgraded & migrated) will be charged per day in case of delay beyond the period of 60 days	The clause remains unchanged
647	9.6 Completeness Responsibility, 70		a. Offer from bidder has to be complete in all material respects to comply with the specifications, whether some items are specifically mentioned or not , but required to comply with the quality, quantity and other features of the services. b. Notwithstanding the scope of work, engineering, supply and services stated in the RFP document, any equipment, item, material, services, licenses, technical data, engineering or technical services etc., which might not have been specifically mentioned under the scope of supply of this RFP and which are not expressly excluded from the RFP, but which are necessary	The clause remains unchanged

			for the performance of the quoted solution to comply with the specifications, will be treated to be included in the bid and will have to be provided (and /or performed) by bidder, at no extra cost to LIC. Provided, however, if such equipment, item, material, services, licenses, technical data, engineering or technical services etc. require the bidder to incur additional efforts then these shall be provided to LIC only upon the execution of a mutually agreeable change order (which shall include reasonable compensation for such additional efforts)	
648	9.2 Timelines and penalties; 78	In case of cancellation of orders due to delay in deliveries/ installations, besides the penalty charged, the concerned bidder may also be disallowed/debarred to participate in future RFPs as decided by LIC, period of which may extend up to three years. However, in all such cases LIC will take a decision and LIC's decision will be final and binding on the bidder.	We would request for a deletion of this provision in entirety.	The clause remains unchanged
649	Change Order	Clause not present in the RFP	Request LIC to add - Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order,	Clause remains unchanged

			Bidder shall not be bound to perform any additional services.	
650	9.28 Payment Terms, 86	1. Payment for TPS stack Installation/ - Quarterly in Arrears within 30 days 2. 100% of the Payment of migration cost on completion 3. Payment for Software Cost: 80% on go live/20% of software cost will be paid after locations/divisions/instances are migrated as per the deliverables, timelines and scope of work of the RFP 4. Payment Terms of Software AMC in advance 100% 5. The quantum of payment for Software Cost in proportion to the number of DCs/divisions completed will be arrived as per the following calculation: $X\% \text{ of (Software cost} \times \text{Number of DCs/divisions Completed divided by Total no. of DCs/divisions to be completed)}$	BFM TEAM TO Confirm if Payment term is good to go	Please be guided by RFP Provisions
651	9.28 Payment Terms, 86	The Amount against Penalties, if any, will be recoverable from the Payment OR from any other payment due to the Bidder OR from performance LIC Guarantee	The Amount against Penalties, if any, will be recoverable from the Payment OR from any other payment due to the Bidder OR from performance LIC Guarantee	The clause remains unchanged
652	Deemed Acceptance	Clause not present in the RFP	Request LIC to add - Services and/or deliverables shall be deemed to be fully and finally accepted by LIC in the event when LIC has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when LIC uses	Clause remains unchanged

			the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by LIC.	
653	Risk and Title	Clause not present in the RFP	Request LIC to add - The risk, title and ownership of the products shall be transferred to the LIC upon delivery of such products to the LIC	Clause remains unchanged
654	Saving Clause	Clause not present in the RFP	Request LIC to add - Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder performance is effected , delayed or causes non-performance due to LIC's omissions or actions whatsoever.	Clause remains unchanged
655	SNR	Clause not present in the RFP	Request LIC to add - LIC hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. LIC agrees that Bidder shall not be in any manner be liable for any delay arising out of LIC'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. In case the SITE is not ready for a continious period of 30 days, milestone payment related to installation will be released to Bidder based on the SNR report, also if there is any additional warranty cost due to	Clause remains unchanged

			continious site not readiness for 30 days, same will be borne by the LIC	
656		Scope of work - General Query	Are you looking forward to introduce the open source product strategy in your eFEAP solution. Please let us know whether you would appreciate the community edition softwares from open source world or you are looking for supported versions of open source products.	Please be guided by RFP Provisions
657		Scope of work - General Query	What's your vision towards cloud migration journey in next 1-2 years timespan. This would help us to design the upgrade or rewrite strategy for eFEAP application.	The details shall be shared / provided to eligible bidders.
658		Scope of work - General Query	Please elaborate the current pain points in terms of slowness or user experience or cost factor or others. This would help us eradicate the same once onboarded and will shape our modernization path.	The details shall be shared / provided to eligible bidders.
659		Scope of work - General Query	Please let us know your preference towards the technology stack and programming language.	The details shall be shared / provided to eligible bidders.
660		Scope of work - General Query	The ask of the RFP is to modernize the eFEAP application while doing minimum changes. This would keep the application as monolithic and wouldn't allow us to harness the power of docker, container and microservices architecture which provides enormous scale and maintainability. Please suggest on this.	The details shall be shared / provided to eligible bidders.
661		Scope of work - General Query	Actual code modification would be done by LIC team - Do you have an in-house team who will make the code changes. Does it apply to all products included in the eFEAP application ecosystem including Java Frontend, Cobol and	The details shall be shared / provided to eligible bidders.

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		2. _____ @ 5% per day of the engineer's monthly rate approved by LIC 3. _____ @10% of the onsite engineer's annual quotes approved by LIC in case of . _____ First incident. The penalty will be incremented @ 5% for each such repetition 4. _____ @ 5% per day of the engineer's monthly rate approved by LIC 5. _____	2. _____ @51% per day of the engineer's monthly rate approved by LIC 3. _____ @102% of the onsite engineer's annual quotes approved by LIC in case of . _____ First incident. The penalty will be incremented @ 5% for each such repetition 4. _____ @ 5% per day of the engineer's monthly rate approved by LIC 5. _____	
666	10.6 Penalty Cap; 97	There will be an overall penalty cap of 10% of contract value for each site every year during contract period.	There will be an overall penalty cap of 10% 3% of contract value for each site every year during contract period.	The clause remains unchanged
667		Scope of work - General Query	Whether to upgrade or we need to replace the product with some other compatible COTS/Bespoke solution. This decision will be taken care by selected bidder and LIC jointly post the detailed study of the system of engagements and integration touchpoint. Please let us know whether this understanding is correct.	Please be guided by RFP Provisions
668	11.10 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	Bidder requests deletion as it is a repetition of Section 9.3- Limitation of Liability	

		obligation of supplier/Bidder 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. However, it is expected that the bidder/vendor will take utmost care so as to avoid any indirect or consequential loss of damage.		
669	5.1.3 Terms & conditions of proposed Onsite engineer	(c) If the alternate candidate is not provided within 14 days a penalty of 5% per day of the engineer's monthly rate approved by LIC will become applicable. If the second candidate also fails penalty @ 5% per day of the engineer's monthly rate approved by LIC, will be recovered.	Whether the engagement under the RFP is Time and Material or Fixed Price basis?	Please be guided by RFP Provisions

Executive Director (IT/SD)