

Clarification to Pre bid queries				
Sl no	Bidder Details	RFP document Reference(s) (Section and Page No)	Clause (in brief) of RFP requiring clarifications	CLARIFICATIONS FROM LIC
S.NO	RFP Document Reference(s) (Section & Page Number)	Clause (in brief) of RFP requiring clarification(s)	Brief details/ Query in reference to the clause	
1	Clause 13, pg 37	Acceptance Test on Delivery and Installation; LIC reserves the right to cancel the order in part or full in the event of serious discrepancy in hardware or firmware noticed as per the above (performance, printer yield etc) after receipt of the Hardware. In such a case:	Request you to modify the clause as under: a) LIC may cancel the entire purchase order with prior notice of 30 days to the bidder and ask the Vendor to take the equipment's back at the Vendor's costs and risks; and/or	NO CHANGE
2	Clause 17, pg 42 (point 3)	Access and rules for the Service Engineers for the maintenance of the Hardware of LIC: (Point 3, last line) During the warranty period, the vendor/vendor's engineers may have access to confidential information of LIC for the purpose of resolving any issue covered by this Contract. The vendor or engineer shall not disclose at any point of time to any other person/third party the information so received and shall use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also the vendor may use the information only for serving LIC's interest and restrict disclosure of information solely to those employees of vendor having a need to possess such information in order to accomplish the purpose stated above and also advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such employees to maintain these obligations. Violation of this will lead to legal action, recovery of damages and debarring from participating in any future RFPs floated by LIC.	Request you to modify the clause as under: During the warranty period, the vendor/vendor's engineers may have access to confidential information of LIC for the purpose of resolving any issue covered by this Contract. The vendor or engineer shall not disclose at any point of time to any other person/third party the information so received and shall use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also the vendor may use the information only for serving LIC's interest and restrict disclosure of information solely to those employees of vendor having a need to possess such information in order to accomplish the purpose stated above and also advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such employees to maintain these obligations. Violation of this clause due to gross negligence and/or wilful misconduct due to vendor or its person will lead to legal action, recovery of damages upto actual, direct and proven damages. and debarring from participating in any future RFPs floated by LIC.	NO CHANGE
3	Clause 21, pg 46	Force Majeure Clause (last line) c) Unless otherwise directed by LIC in writing, the Vendor shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable means for performance not prevented by the Force Majeure event. Notwithstanding the above, the decision of LIC shall be final and binding on the Vendor.	Request you to delete the last line & modify the clause as under: c) Unless otherwise directed by LIC in writing, the Vendor shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable means for performance not prevented by the Force Majeure event. Notwithstanding the above, the decision of LIC shall be final and binding on the Vendor.	NO CHANGE
4	Clause 22, pg 46	Limitation of Liability; Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/Vendor to pay liquidated damages to LIC and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment	Request you to modify 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/Vendor to pay liquidated damages to LIC and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment	NO CHANGE

5	Clause 23, pg 47	Disputes The Vendor and LIC shall endeavor their best to amicably settle all disputes arising out of or in connection with this RFP in the following manner: In the event of any dispute or disagreement over the interpretation of any of the terms herein above, clarifications, annexure(s), etc. contained or claim of liability the same will be referred in writing to an arbitrator appointed by mutual consent of both the parties, whose decision shall be final and binding upon both the parties. Such reference shall be deemed to be a submission to arbitration under the Arbitrations and Conciliations Act 1996. The venue of arbitration shall be Mumbai. Subject here to the court in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	Request you to modify the clause as under: The Vendor and LIC shall endeavor their best to amicably settle all disputes arising out of or in connection with this RFP in the following manner: In the event of any dispute or disagreement over the interpretation of any of the terms herein above, clarifications, annexure(s), etc. contained or claim of liability the same will be referred in writing to an arbitrator appointed by mutual consent of both the parties, whose decision shall be final and binding upon both the parties. Such reference shall be deemed to be a submission to arbitration under the Arbitrations and Conciliations Act 1996. The venue of arbitration shall be Mumbai. Subject here to the court in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	NO CHANGE
6	Clause 28, pg 48	Rights reserved by LIC (last point); 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	Request you to modify the clause as under: LIC may cancel any procurement under this RFP with 30 days prior written notice of termination to the vendor at any time without assigning any reasons whatsoever. Decision of LIC will be final in this matter	NO CHANGE
7	NDA, page 67	Non solicitation; The Respondent agree that during the existence of the term of this NDA and for a period of one year thereafter, the respondent shall not solicit directly or indirectly the employees of LIC.	Request you to modify the clause as under: Either Party agree that during the existence of the term of this NDA and for a period of one year thereafter, the Other Party shall not solicit directly or indirectly the employees of LIC.	NO CHANGE
8	NDA pg 67	Indemnity; The Respondent herein agree and undertake to indemnify and hold LIC harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys' fees), that may arise or be caused or result from or be paid/incurred/suffered or caused to be paid/incurred/ suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honour, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement	Request you to modify the clause as under: The Respondent herein agree and undertake to indemnify and hold LIC harmless from any actual, direct and proven loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys' fees), that may arise or be caused or result from or be paid/incurred/suffered or caused to be paid/incurred/ suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honour, observe, adhere to, abide by or comply with the terms of confidentiality obligations mentioned here in the non disclosure agreement.	NO CHANGE
9	Clause to be added	Clause to be added	Termination right for the bidder to be added as under; bidder shall right to terminate the Contract/PO in case LIC of materially breaches or default and does not remedy the same within receipt of 30 days notice from the vendor/bidder.	NO CHANGE

10	Clause to be added	Clause to be added	Additional clause to be added as under; In case for what ever reason the office of the tenderer is locked down due to unforeseen circumstances, then the buyer would make the payment in full to the extent of hardware cost and the value of services rendered.	NO CHANGE
11	Page No.10 Earnest Money Deposit	The EMD will have to be bifurcated into DD in favour of LIC OF INDIA drawn on any Nationalized bank/Scheduled Bank payable at Mumbai and Bank Guarantee (BG) as per Part-D of Annexure –VII, valid for a period of 18 months from the date of opening of the Eligibility bid.	Request you to keep the entire Amount of 1500000 in form of Bank Guarantee for the period of 6 Month from the Date of opening of Eligibility Bid	NO CHANGE
12	Page No.38 Chart of Penalties: SLAs	Per day Breakdown charges up to 4 days 1% of the cost of hardware per day (As per Penalty Table on page 38)	Request you to keep the Breakdown Penalty Charges at 1% Per Week of the cost of Hardware & Max Cap should be 5%	NO CHANGE
13	Page No.40 G	Normal wear and tear of hardware due to regular usage is not be treated as physical damage and should be included in the warranty.	Request you to modify as under: Normal Wear and tear of Hardware due to regular use will not be under Physical Damage but will be considered as Consumable Items Like Fuser Assembly in Printers	NO CHANGE
14	Page No.44 Service Level Agreement (SLA)	Resolution Time Next Business Day (As per Table) in Class A Cities	Request you to keep Resolution Time of 2 Business Day	NO CHANGE
15	Page No.44 Service Level Agreement (SLA)	Resolution Time Next to Next Business Day (As per Table) in Class B Cities	Request you to keep Resolution Time of 3 Business Day	NO CHANGE
16	Page No.44 Service Level Agreement (SLA)	Resolution Time Next to Next Business Day + 2 working hours (As per Table) in Class C Cities	Request you to keep Resolution Time of 6 Business Day	NO CHANGE
17	Page nos. 42	Warranty Items covered under Warranty: The warranty is on comprehensive basis and ALL PARTS will be covered under AMC, including the following: ☑ Items like fuser assembly, photo conductor kit, IT belt etc. of laser printers. ☑ Power Cable, data cable, USB Cable, VGA Cable that are supplied along with the printers ☑ Sprockets of printers. ☑ Print heads of Printers.	Power Cable, data cable, USB Cable, VGA Cable cannot be covered under comprehensive warranty Further, USB Cable and Data cable are same terminology, Please clarify.	NO CHANGE
18	General	Pre-bid Meeting	We request to schedule Pre-Bid Face to Face Meeting after COVID-19 Lockdown situation normalize (as of now 14th April 20) or through Electronic media like Video Conferencing Skype/Google Duo or other easy available Video Conferencing Medium	THE PRE BID MEETING IS CANCELLED DUE TO SOCIAL DISTANCING NORMS.
19	Clause 4, pg 29	Deliverables and Timelines & Site not ready (Penalty) If installation is not done within the stipulated time-frame of 10 days, additional penalty of 0.5% of the cost of that item(s) per day will be applicable from the 11th day to the date of installation, subject to a maximum of 15% of the cost of that item(s).	Request you to modify the clause as below: If installation is not done within the stipulated time-frame of 10 days, additional penalty of 0.5% of the cost of that item(s) per day will be applicable from the 11th day to the date of installation, subject to a maximum of 5% of the cost of that item(s).	MAXIMUM PENALTY IS 10% as per RFP.KINDLY REFER THE RFP
20	Clause 13, pg 37	Acceptance Test on Delivery and Installation; LIC reserves the right to cancel the order in part or full in the event of serious discrepancy in hardware or firmware noticed as per the above (performance, printer yield etc) after receipt of the Hardware. In such a case: a) LIC may cancel the entire purchase order and ask the Vendor to take the equipment's back at the Vendor's costs and risks; and/or	Request you to delete the below clause as warranty would cover cases of serious discrepancy a) LIC may cancel the entire purchase order and ask the Vendor to take the equipment's back at the Vendor's costs and risks; and/or	NO CHANGE

21	Clause 14, pg 37	Payment Terms i. 65% of the payment will be made on delivery of the Hardware on submission of Invoice cum delivery Challan alongwith the Delivery Report (DR) which is generated online from LIC's Module at the location where hardware has been delivered will be available to the concerned LIC Zonal office online for making payments. The GST no has to be incorporated in the Invoice of the Vendor and of the location of delivery of LIC. ii. 30% payment will be made on installation of the Hardware delivered alongwith the Installation Report (IR) generated online from LIC's Module at the location where hardware installation has been done. The installation details generated online will be available in the Payment Module of LIC which will be considered for release of installation payment on receipt of claim for Installation Payment from the Vendor iii. Balance 5% payment will be settled on receipt of claim from the Vendor for the same. In case of 5% payment for Purchase Orders which contain Buyback Hardware details, d) In case hardware items under Part II of commercial bid, 100 % payment will be made within 30 days of installation and submission of complete documentation whichever is later, if Purchase Order is placed only for Part II items. It may be noted that in case the Purchase order for Part II item is placed along with Part-I item, then payment terms as per Part-I items will be applicable. e) The breakdown charges if any, during the warranty period accumulated after release of payment of balance 5% will be recovered by invoking the Performance Bank Guarantee available with LIC or any other payment due to the Vendor payable by LIC under the above referred RFP or any other RFPs from time to time. The breakdown charges can also be paid by the Supply Vendor by way of cheque at the cash counter of LIC after consultation with	Request you to modify the clause as below: i. 80% of the payment will be made on delivery of the Hardware. ii. 15% payment will be made on installation of the Hardware delivered alongwith the Installation Report (IR) generated online from LIC's Module at the location where hardware installation has been done. iii. Balance 5% payment will be settled on receipt of claim from the Vendor for the same. In case of 5% payment for Purchase Orders which contain Buyback Hardware details, the vendor will have to mandatorily submit..... d) In case hardware items under Part II of commercial bid, 80% payment will be made on delivery of the Hardware and 20% within 30 days of installation if Purchase Order is placed only for Part II items. e) The breakdown charges if any, during the warranty period accumulated after release of payment of balance 5% will be recovered by invoking the Performance Bank Guarantee available with LIC or any other payment due to the Vendor payable by LIC under the above referred RFP. The breakdown charges can also be paid by the Supply Vendor by way of cheque at the cash counter of LIC after consultation with LIC & the Supply Vendor. Maximum penalty capping for Breakdown: 10% of hardware cost	NO CHANGE
22	Clause 16, pg 40	Warranty, Maintenance and Servicing (Penalty) f) Warranty should not become void if LIC buys any other supplemental hardware from a third party and installs it within these machines in the presence of the representative/ engineer of the Vendor. However, the warranty will not apply to such third party hardware items, if installed.	Request you to delete this clause:	NO CHANGE
23	Clause 20, pg 44	Service Level Agreement (SLA) (penalty) f) Also if during the warranty period, any equipment has a hardware failure on four or more occasions in a month or quarter, it shall be replaced by a new machine of equivalent or higher configuration by the Vendor at no cost to the LIC within 30 days from the date of last failure. However, till the replacement, the original equipment has to be kept in running condition or else a standby provided and all services restored. Penalties for breakdown as per SLAs defined in the RFP will be applicable if no standby is provided.	(f) Also if during the warranty period, any equipment has a hardware failure on four or more occasions in a month or quarter , it shall be replaced by a new machine of equivalent or higher configuration by the Vendor at no cost to the LIC within 30 days from the date of last failure.	NO CHANGE
24	Section 6; Pg No : 8	Bid Submission - On 23rd April 2020	Request to extend Bid Submission to 2nd Week of May as Documentation will be required from OEM and higher management .	NA
25	Section 10 ; Pg No : 9	EMD	Request to revise -	

26		By Way of DD Rs.5,00,000/-	EMD By way of DD - Rs. 2,00,000/-	NO CHANGE
27		By Way of BG Rs. 10,00,000/-	EMD By way of BG - Rs. 5,00,000/-	
28	Section 13; Pg No :14	a) The estimated quantities are mentioned in <u>Annexure-II</u> -Commercial Bid Document. The quantities are indicative and may vary to the extent of +/- 25% of the each line item. However, the actual quantities will be as reflected in the Purchase Order.	Request you to provide the exact quantity and may vary to the extent of +/-5% of the each item .	IT IS AS PER GUIDELINES HENCE NO CHANGE
29	Section 18; Pg No :16	Bid Validity Period - 210 days	Request to revise Bid Validity Period - 90 days	NO CHANGE
30	Section iv Buyback ; Pg No:24	Buyback items - The Vendor shall quote the buyback rate not lesser than the fixed minimum value mentioned in the commercial bid .	As the BB machines are not in the good ,working conditions ,missing parts also.The rates are high we request to reduce the rates as follows: Laserjet Printers - Rs.50/- , MFP - Rs.75/- , Scanner - Rs.15/- , Projectors - Rs.100/- .	NO CHANGE
31	Section e.5 , Pg No 24	The Buyback quantity mentioned in the Commercial -Annexure will be subject to a variation of +/- 25% of the originally declared quantities.	Request to revise Buyback Variation to +/-5% instead of +/-25% . The Buyback Value will be so high that we will be left with no margins	IT IS JUST A PROVISION.
32	Section F.c , Pg No 26	LIC also reserves the right to reduce or extend the validity of approved rates for a maximum period upto 120 days	Request to consider to reduce or extend the validity of approved rates for a maximum period of up to 60days	NO CHANGE
33	Section 4 iv;Pg 30	In this case, the delivery & installation payment (95%) due to the selected Vendor will not be held up for want of installation certificate.	Request to consider 100% to be released if Site not ready	NO CHANGE
34	Section 4.i , Pg 29,30	However, in case, the delivery and installation together is completed within 60/70 days, no penalty will be charged. For delay in the delivery and installation together beyond 60/70 days, the penalty will be charged separately for delivery and installation as stated in the table above depending on the time lines of delivery and installation. Eg: If the delivery and installation has exceeded 60 days/70 days then penalty will be charged for the delay in delivery has happened within 50 days then no the installation only from the date of delivery of the hardware till it is installed as per the penalty applicable for installation in the table above.	Even if the delivery is completed earlier the end date of installation should not be 7 working days from the actual delivery date.Installation date should be treated as 50+ 7 working days or 60+7 working days as case may be.Penalty should be beyond that.	NO CHANGE
35	Section 9,Pg No:34	The PBG should be valid for a period of 42 months (39 months validity + 3 months claim period),claim period of three months, from the date of submission of PBG.	Request to consider PBG valid for a period of 39months (36months +3months claim period)from date of submission of PBG .	NO CHANGE
36	Section 9; Pg No :34	A PBG (As per Part-F of Annexure-VII) to the tune of 10% of the L1 prices approved of all Part-I	Request you to consider a PBG to the tune of 5% PBG against the PO . Multiple PO's can be clubbed .	IT IS AS PER GUIDELINES HENCE NO CHANGE
37	Section 10e; Pg No 35	a) However, if LIC decides to extend the validity period of the RFP, during the extended period, in case there is 5% increase or decrease of the Dollar rate, as on the date of placing purchase order, the approved prices can be revised for the purchase orders placed in the extended period, to the extent of 4% of the approved price as illustrated below, however it will be the responsibility of the bidders to indicate in their commercial bid, the hardware items which may have price impact due to dollar rate fluctuations:	Request to consider the increase of the Dollar rate both in RFP period and extension period.	NO CHANGE .
38	Section 15.b; Pg No : 35,36	Spares, consumables and support for the hardware should be available for a minimum period of six years in case of Line Printers from the date of installation of the Hardware irrespective of whether the equipment is manufactured by the Selected Vendor or procured from any other Principal Vendor (OEM). The entire responsibility will rest on the Vendor for servicing and proper functioning of the equipment supplied. During specified tenure (6years as given above) if it is found that spares /consumables or support is not available, the hardware will have to be replaced by equivalent or higher model by the Selected Vendor at no extra cost to LIC	Request to consider Standard spares , consumables support 5 years only .	NO CHANGE
39	Section 14.e; Pg No : 38	Chart of Penalties : SLAs	Request to consider	

40	a,b	Per day Breakdown Charges upto 4 days - 1% of the cost of hardware per day	Per day Breakdown Charges upto 4 days - 0.5% of the cost of hardware per day	NO CHANGE
41	a,b	Per day Breakdown Charges from 5th day to 8th day - 2% of the cost of hardware per day	Per day Breakdown Charges from 5th day to 8th day - 1% of the cost of hardware per day	NO CHANGE
42	a,b	Per day Breakdown Charges from 9th day to 12th day - 5% of the cost of hardware per day	Per day Breakdown Charges from 9th day to 12th day - 2% of the cost of hardware per day	NO CHANGE
43	a,b	Per day Breakdown Charges beyond 12 days that is from 13 onwards - 6% of the cost of hardware per day	Per day Breakdown Charges beyond 12 that is 13 onwards - 3% of the cost of hardware per day	NO CHANGE
44	a,b	Basic cost of Hardware	Request to remove the clause	
45	Section 16.j; Pg No : 39	vi. After the expiry of the warranty, if LIC desires, the Selected Vendor(s) will have to execute a comprehensive Annual maintenance Contract (AMC) with LIC for continuity in servicing of the Hardware supplied. The Service Level Agreement (SLAs) will be generally as defined in Sample Annual Maintenance Contract (AMC) documents as per Annexure VII. However, LIC reserves the right to revise these terms and conditions in the interest of LIC in subsequent RFPs / AMC agreements. LIC reserves the right to extend / terminate the AMC depending on the circumstances / high failure rates/ deficiency in servicing.	The rate should be mutually agreeable.	NO CHANGE
46	Section 16.d; Pg No : 40	During the period of warranty/AMC it will be mandatory on the part of the Selected Vendor to carry out Onsite Preventive Maintenance (PM) once in every quarter apart from breakdown maintenance . Quarterly Preventive Maintenance of Printers and Scanners is mandatory.	Request to consider PM after installation in 3rd Quarter and 4th Quarter only	NO CHANGE
47	Section 20 , Pg No. 44	Class C - Next to Next Business Day + 2 working hours	Request to Consider Next to Next to Next Business Day (72hrs)	NO CHANGE
48	Annexure V	Undertaking for Warranty & AMC	Request to consider and make changes for 5 years instead of 6 years. Amc will be as per mutual understanding of vendor and LIC .	NO CHANGE
49	Annexure II Commercial	Total Qty of Buyback items for all Zones is mentioned . Total Qty as per RFP =6449nos and BB qty is 7354nos	Request you to share us the Zonewise Break up for Buyback Qty . Also request you to consider RFP Qty and Buyback qty equally same .	NO CHANGE
50	Page No 38	Balance 5% payment will be settled on receipt of claim from the Vendor for the same. In case of 5% payment for Purchase Orders which contain Buyback Hardware details, the vendor will have to mandatorily submit:	Request you to consider buyback payment to be paid by vendor at zone seperately & release 65% against delivery & 35% against installation.The reason is buyback timeline get streached considerabably leading to loss of intrest due to delayed payment.	NO CHANGE