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Re: Empanelment of Information Security Consultants and selection of bidder for information security and related services for Life Insurance Corporation of India'

Reference No.: CO-IT/BPR/CSD/2017-2018/2 dated 16th October 2017

This is with reference to the RFP released by the Life Insurance Corporation of India on 16th October, 2017 captioned above. Responses to queries raised by bidders and further modifications to this RFP are given below:

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
1.	Pg 1 and 3 (cl. 8)	Page 1 states last date for submission is 20-11-2017 whereas on page 3 cl. 8 it is stated as 27-11-2017	Kindly confirm the last date for submission of bids	Both	Last date of Submission is 28.11.2017 at 3.30 PM. Modification-I has been issued.
2.	Page 8 Cl. 7	The purchase orders in point no. 2 of Table-II below should cover services, i.e. ISMS for IT processes (including ISO27001 certification / recertification /renewal), BCMS (including ISO22301 certification /recertification / renewal), Cyber security review, and Information security audit/review	We recommend that the Purchase order value of Rs. 20 Lakhs or more should cover all or any of the services mentioned. Request to suitably modify the same	Part A	The bidder should have executed 1 (one) order of at least Rs. 20 lakhs since 01.01.2014 covering the services like Assistance on readiness for ISMS/ISO27001 implementation/assessment, assistance on readiness for BCMS as per ISO22301 standards, Cyber security review, and Information security audit/review.

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					In case the POs for eligibility criteria do not cover all the activities as above, the bidder should submit separate copies of any other PO for those activities, procured since 01.01.2014. The bidder may submit multiple POs issued in the same financial year to fulfill this condition. The minimum PO values for such services are to be produced given in point no. 2 of Table-II covering services e.g. Assistance on readiness for ISMS/ISO27001 implementation/assessment, assistance on readiness for BCMS as per ISO22301 standards, Cyber security review, and Information security audit/review.
3.	Page 8 Cl. 7	The bidder should have executed 1 (one) order of atleast Rs. 20 lakhs in any of three financial years immediately preceding the date of publishing of this RFP.	The amount mentioned of one PO is Rs. 20 Lakhs on page 8 cl. 7 whereas the cumulative amount on page 9 cl. 2 is Rs. 10 Lakhs. We request you to modify the one PO amount to Rs. 10 Lakhs instead of Rs. 20 Lakhs	Part A	Pl see reply to queries in SI no (2).
4.	Page 9 cl. 2				
5.	Page 8 Cl. 8	The purchase orders in point no. 3 of Table-II below should cover services, i.e. VA & PT and recommendations for mitigation, Application security and secure code review, Secure network architecture review and spear	We recommend that the Purchase order value of Rs. 10 Lakhs or more should cover all or any of the services mentioned. Request to suitably modify the same	Part B	The bidder should have executed 1 (one) order of at least Rs. 10 lakhs since 01.01.2014 covering the services like Configuration audit (CA) or Vulnerability assessment (VA), Penetration Testing (PT), Application security and secure code

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		phishing			review, Secure network architecture review and spear phishing. In case the POs for eligibility criteria do not cover all the activities as above, the bidder should submit separate copies of any other PO for those activities, procured since 01.01.2014. The bidder may submit multiple POs issued in the same financial year to fulfill this condition. The minimum PO values for such services are to be produced given in point no. 3 of Table-II covering services e.g. Configuration audit (CA) or Vulnerability assessment (VA), Penetration Testing (PT), Application security and secure code review, Secure network architecture review.
6.	Page 8 Cl. 8	The bidder should have executed 1 (one) order of atleast Rs. 10 lakhs in any of three financial years immediately preceding the date of publishing of this RFP.	The amount mentioned of one PO is Rs. 10 Lakhs on page 8 cl. 8 whereas the cumulative amount on page 10 cl. 3 is Rs. 8 Lakhs. We request you to modify the one PO amount to Rs. 8 Lakhs instead of Rs. 10 Lakhs	Part B	Pl see reply in sl. No. (5)
7.	Page 10 cl. 3				
8.	Page 9 cl.9	The certification details with supporting documents should be provided by the bidder in TECHNICAL BID to be issued to selected bidders.	Since this is only an Eligibility criteria and not technical bid, hence, confirmation from authorised signatory should be sufficient. Request you to modify the same	Part A	Certification details required for evaluation of eligibility bid required.

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9.	Page 9 cl.10	The certification details with supporting documents should be provided by the bidder in TECHNICAL BID to be issued to selected bidders.	Since this is only an Eligibility criteria and not technical bid, hence, confirmation from authorised signatory should be sufficient. Request you to modify the same	Part B	Certification details required for evaluation of eligibility bid required.
10.	Page 9 cl.9	Any resource having multiple certifications in different categories will be considered as separate certifications, however, in case of multiple certifications same category will not be considered as separate certification.	Kindly clarify how a person having multiple certification i.e. ISO 27001, CISA, CEH would be counted in total and in each of the category	Part A	Category 1: ISO 22301 or BS 25999 or BS7799 or BS17799 or ISO27001 Lead Auditors and/or ISO 22301 or BS25999 or ISO27001 Lead Implementers (or their latest versions) Category 2: CISA/CISSP qualified (Valid certificate) Professionals Category 3: Ethical Hackers / Penetration Tester (CEH/ GCIH/OSCP) etc. pass/certified professionals CEH certification of version 7 and above will be considered.
11.	Page 9 cl.10	Any resource having multiple certifications in different categories will be considered as separate certifications, however, in case of multiple certifications same category will not be considered as separate certification.	Kindly clarify how a person having multiple certification i.e. ISO 27001, CISA, CEH would be counted in total and in each of the category	Part B	Pl see reply in sl. No. (10)
12.	Page 13	Submission of Bids	We understand there will be 1 outer envelope and 2 inner envelope each for Part A and Part B. kindly confirm	Both	Yes.
13.	Page 13	Submission of Bids – Bid Price	We understand there each demand draft of Rs. 5,000/- for Part A and Part B has to be	Both	Yes.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
			submitted in their respective envelope. Kindly confirm		
14.	Page 3	Bid price of Rs. 5,000 each for Part A and Part B	An MSME is exempted from paying the tender fee / EMD. We request you to consider the same and exempt small and medium enterprises from paying the Bid Price	Both	The MSME act will apply provided the bidder submits documentary evidence for the same.
15.	Page 15, Para 1 to 3		We feel that the same is redundant as this is only and Eligibility Criteria. This is neither a technical bid or commercial bid. Request you to remove the same	Both	No change.
16.	Page 15	Non Disclosure Agreement	We understand that the Non Disclosure Agreement is not to be submitted now with Eligibility Criteria. Kindly confirm	Both	Non Disclosure Agreement is to be submitted with Eligibility bid.
17.	Page 30	Annexure E	A confirmation from authorised signature is sufficient during Eligibility Criteria and hence Annexure E should be deleted	Both	No change.
18.	Excel Sheet- Part A and Part B		Is it mandatory to fill these excel sheet and submit in soft copy	Both	Yes. Pl refer 'Password protection' para in page no.13.
19.	Page 1 -	Last date of submission	The last of date of submission of tender document is mentioned as 20th November 2017 on page no 1. However on page no. 3 it is mentioned as 27th November. Please confirm the date of submission of tender.	Part A and B	Pl see reply in sl. No. (1)
20.	Page 5 - Point 2:	22 broad areas	There are only 14 activities mentioned on page 5: point 4. Please confirm of there are any other activities to be covered which are part of 22 broad areas as mentioned in point	Part A and B	Other areas will be covered in Technical bid.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
			2.		
21.	Page 9 - Point 9:	Bidder should have 15 certified employees for Part A as on 31-03-2017	Please confirm if this date can be revised as, as on date.	Part A	Bidder should have 15 certified employees in different categories as given in the RFP for Part A as on 31-10-2017.
22.	Page 9 - Point 10:	Bidder should have 10 certified employees for Part B as on 31-03-2017	Please confirm if this date can be revised as, as on date.	Part B	Bidder should have 10 certified employees in different categories as given in the RFP for Part B as on 31-10-2017.
23.	Page 9 - Table II: Pt 1 -	Multiple orders from a single company during one financial year shall be considered to be one order.	If these orders are from the same company covering different departments or functions, in that case would be the considered as separate order? We are requesting to relax this criteria.	Part A and B	The RFP condition is very clear.
24.	Pg. No. 3	Activity Schedule Bid Price Part A – Rs.5,000/- Part B – Rs.5,000/-	We are registered with MSME (Udyog Aadhaar), As per the PPC , Companies who are registered under MSME or Micro / small are exempted from Tender fees & EMD (based on the Public Procurement Policy for MSE Order, 2012, dt. 23.03.2012, Clause 10 – copy attached) . We have added our MSME certificate also. As per your RFP clause every bidder has to pay Bid/ Tender cost of Rs.10,000/- , So please let us know whether we are eligible for exemption for Tender cost .		Pl see the reply given above.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
			We have already got exemption from 2 PSU's in this year with the same clause.		
25.	Pg. No. 3	Last Date Monday, 27th Nov 17 by 4.0pm	On page no 1, LIC had mentioned 20th Nov is the Last date of Tender submission & on page no.3 in Activity Schedule its mentioned as 27th Nov is the last date, so please clarify correct last date along with the time.		Pl see the reply given above.
26.	Pg. No. 8	Eligibility Criteria Table- I, Point no- 7 The bidder should have executed 1 (one) order of at least Rs. 20 lakhs in any of three financial years immediately preceding the date of publishing of this RFP. The purchase orders in point no. 2 of Table-II below should cover services, i.e. ISMS for IT processes (including ISO27001 certification / recertification / renewal), BCMS (including ISO22301 certification / recertification / renewal), Cyber security review, and Information security audit/review.	As per this clause Bidder has to submit 1 PO of Rs.20 Lakhs . But while giving explanation in Table –II point number 2, LIC has bifurcated in Remarks as – 4 different Services & 4 different PO values of total Rs. 10 lakhs . Means can we submit 4 different PO's whose total equal to 20 lakhs or 10 lakhs OR it has some different meaning , Please clarify .		Pl see the reply given above.
27.	Pg. No. 8	Eligibility Criteria	As per this clause Bidder has to submit 1 PO of		Pl see the reply given above.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
		Table- I , Point no- 8 The bidder should have executed 1 (one) order of at least Rs. 10 lakhs in any of three financial years immediately preceding the date of publishing of this RFP. The purchase orders in point no. 3 of Table-II below should cover services, i.e. VA & PT and recommendations for mitigation, Application security and secure code review, Secure network architecture review and spear phishing.	Rs.10 Lakhs . But while giving explanation in Table –II , point number 3 , LIC has bifurcated in Remarks as – 4 different Services & 4 different PO values of total Rs. 8 lakhs . Means can we submit 4 different PO's , whose total equal to 10 lakhs or 8 lakhs OR it has some different meaning , Please clarify.		
28.	Activity Schedule & Page 3	Pre-bid meeting	Point 4 of the Activity schedule table: 1. As per clause , (Pre-Bid Meeting, Only for bidders who have paid bid price before the pre-bid meeting), does this indicate that the DD is to be submitted before the pre-bid meeting? Are we supposed to submit the Bid Price DD before the pre-bid meeting or during the pre-bid meeting. As per the RFP, we are asked to submit the DD with the eligibility criteria and also before the pre-bid meeting.	Part A & B	Pl go through the modification-I.
29.	Page 1, 3	Last Date of submission	Please confirm on Last date for submission of tender document / bids	Part A & B	Pl see the reply given above.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
			As it is mentioned on page 1 of document 'RFP for IS Review of LIC-V1.1_eligibility' as "Last date for submission of tender document: 20th November 2017" and on Page 3 as "Last date & time for submission of bids: Monday, 27th November 2017, latest by 3.30 pm"		
30.	Section-A & Page 4	Overview of RFP (Point 1)	Scope and expectation for spear phishing needs to be defined.	Part B	Part of Technical Bid document.
31.			More clarification is required on "Forensics On Demand "		Part of Technical Bid document.
32.	Section-A & Page 5	Overview of RFP (Point 4)	1. For configuration review, is LIC is having their own SCD document/scripts or it to be conducted on industry best practices. Number of devices/servers and type of servers to be considered for config review needs to be defined. 2. Do we need to consider network devices for configuration review? If yes, Number of devices and type of network devices to be considered.		Part of Technical Bid document.
33.			Number of internal and external IP needs to be defined for scope of vulnerability assessment.		Part of Technical Bid document.
34.			1. Is penetration testing to be conducted as per scope of VA IP addresses, In case of difference please specify details 2. Number of IP for PT needs to be mentioned		Part of Technical Bid document.
35.			1.Scope for Application Security need to		Part of Technical Bid document.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
			mentioned (Number of Application/number of dynamic and static pages/number of roles to be considered for each application review) 2. Is there any mobile application review required? If yes, please provide number of mobile application/number of dynamic and static pages/number of roles to be considered for each application review/type of platforms to be considered for review (Android/iOS/Windows/BlackBerry) 3. Is there any thick client or web service based application needs to be reviewed. If yes, provide more information.		
36.			Scope for Secure code review need to mentioned (Number of Application/Lines of code for each application)		Part of Technical Bid document.
37.			1. What is the expectation to perform Secure Network Architecture review? Do we need to perform complete network connectivity including ZO,DO,BO,SO and CO along with all DC and DR or we need to perform network review based upon each application. 2. Do we need to travel to any of above location (sample basis) for review? 3. Do we need to consider firewall rule base review as part of secure network architecture review?		Part of Technical Bid document.
38.			Is confirmatory review also part of this		Part of Technical Bid document.

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			engagement? If yes, then number of retest needs to be mentioned.		
39.			Scope shall be defined for Information Security management system, Business continuity management system, Data Governance & Data Privacy, Information security Review, Cyber security review, Incident Management capability, IS governance, Policies procedures and Risk management		Part of Technical Bid document.
40.	Section-A & Page 4	Overview of RFP	Please provide a detailed explanation as to what would be the scope of work or activities which would be required for all the services listed under Part A of the scope	Part A	Part of Technical Bid document.
41.		Information Security Review (ZO, DO, BO & SO	To be carried out remotely or on site at respective locations, please clarify		On site review at respective locations required to be carried out. The name of locations will be given by LIC.
42.		Information Security Review (C.O. Departments)	How many departments and approx. size of departments in terms of people, process and IT assets ?		Part of Technical Bid document.
43.		Incident Management capability	Incident Management capability – To review and measure the effectiveness of activities of SOC by carrying out red team exercises regularly Can we have more clarity on expectations for red team exercises and it's frequency ?		Part of Technical Bid document.
44.		implementation of ISMS, BCMS, Data governance and Data privacy, Cyber	Clarify, implementation across location or only for corporate office & infrastructure		Part of Technical Bid document.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
		security framework			
45.	Section-B & Page 9	Eligibility Bid Document	Table II – Point 1 Multiple orders issued to the bidder from a single company during one financial year shall be considered to be one order for this purpose. – If the work/scope is different, then would the POs be considered as separate The project details submitted by bidders should be executed in India only. Outside India Projects executed by the bidder will not be taken into consideration. – Please consider this in addition to above clause to as it would indicate the knowledge base and the experience of the bidder.	Part A & B	Pl see above.
46.	Section-C & Page 13	Submission of Bid	Do we have to submit Eligibility , Technical and Commercial bid together on 27th November ? Or Do we only submit the eligibility bid on 27th November and the technical and commercial bids would need to be submitted on a later date?	Part A & B	last date of submission of eligibility bid is 28.11.2017 ar 3.30 PM. Technical bid will be issued to the eligible bidders only. LIC will use Quality cost based system (QCBS) for selection of successful bidder.
47.	Section-C & Page 13	Password protection	As mentioned "Technical and commercial bids are to be submitted in the same spreadsheet format as per the RFP. The password used on the spread sheets will be validated by LIC for checking the authenticity of the file. If the password does not match, the EMD may be forfeited." Do we need to submit technical/commercial	Part A & B	Both hard copy and soft copy format to be submitted.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
			bids in the spreadsheet format only or can you allow us to submit the printed technical/commercial documents to LIC in sealed cover.		
48.	Section-C & Page 19	Renewal of empanelment with Cert-in	Cert-In processes may take more than 30 days, we request that before applying any penalty a response from the vendors is considered and viewed objectively. Periods may extend more than 30 days as specified in RFP.	Part A & B	90 days will be allowed instead of 30 days. However, the bidder will have to submit proof of his submission of application to Cert-In regarding renewal of empanelment within 30 days of expiry of validity to LIC.
49.	Section-D & Page 20, 21	Current Environment	Do we need to consider all current environment locations mentioned in the RFP as a part of the scope for this review? If not, please specify the locations.	Part A & B	It will be well defined in technical bid.
50.	Annexure G & Page 34	Authorization for signing all documents	a) To be signed by the bidder's company's Board / Director / Managing Director/ Owner. Please include partners in the above statement. To be signed by the bidder's company's Board / Director / Managing Director/ Owner and Partners	Part A & B	Agreed.
51.	Annexure G & Page 34	Authorization for signing all documents	b) To be signed by the bidder's Company Secretary Please include partners in the above statement. To be signed by the bidder's Company Secretary and Partners	Part A & B	Agreed.
52.	NA	Commercial and Technical Bid	There is no clarity or format on how to	Part A &	To be shared at a later date by LIC

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
			present the commercial and technical bids	B	
53.	Overview of RFP - Part A - Page No. 04	Information Security Management System Business Continuity Management System (BCMS) Data Governance And Data Privacy Information Security Review (ZO, DO, BO and SO) Information Security Review (C.O. Departments) Incident Management capability – To review and measure the effectiveness of activities of SOC by carrying out red team exercises regularly	1. Request you to share your expectations on the mentioned activities. Does ISMS include- 1. No of departments in scope 2. ISO 27001 Gap assessment / 3. IT Current State Assessment 4. Preparation of IAC & RARTP 5. Updation / making new policy and procedure. 6.Training and no of employees to be given training 7. Internal Audit Does BCMS include- 1. No of departments in scope 2. ISO 22301 Gap assessment / 3. Preparation of BIA & RA 4. BCMS Framework 5.Training and no of employees to be given training 6. Testing and Drill	Part A	Part of Technical Bid.
54.	Section B - Eligibility Bid Document Point No. 09	5 should be CISA/CISSP Certified with valid Certificate	Will CISM certificate also be considered? CISA/CISSP/ CISM.	Part A	No.
55.	Overview of RFP - Part B-	It refers to the IS services with recommendations for mitigation for	Request you to share device count for the scope:	Part B	Part of Technical Bid.

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	Page No. 04	services like Vulnerability assessment, penetration testing, application security and secure code review, spear phishing etc. Configuration Audit & Vulnerability Assessment Of Critical Systems Penetration Testing Application Security And Secure Code Review Secure Network Architecture Spear Phishing Forensics On Demand	1. Vulnerability assessment, penetration testing - number of devices/ routers/ switches in scope? 2. application security - number of apps and approx. number of pages in scope. 3. Secure code review - number of lines of code 4. Configuration Audit & Vulnerability Assessment Of Critical Systems - firewall, switches, routers, desktop, servers? 5. Secure Network Architecture - network diagram, application deployment diagram, 6. Spear Phishing - number persons/ target audience? Number of times activity needs to be conducted. 7. Forensics On Demand - the activity will be charged hourly/ device basis.		
56.	Overview of RFP - Part B- Page No. 04	It refers to the IS services with recommendations for mitigation for services like Vulnerability assessment, penetration testing, application security and secure code review, spear phishing etc. Configuration Audit & Vulnerability Assessment Of Critical Systems Penetration Testing Application Security And Secure Code Review Secure Network Architecture	Request you to share device count for the scope: 1. Vulnerability assessment, penetration testing - number of devices/ routers/ switches in scope? 2. application security - number of apps and approx. number of pages in scope. 3. Secure code review - number of lines of code 4. Configuration Audit & Vulnerability Assessment Of Critical Systems - firewall,	Part B	Part of Technical Bid.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
		Spear Phishing Forensics On Demand	switches, routers, desktop, servers? 5. Secure Network Architecture - network diagram, application deployment diagram, 6. Spear Phishing - number persons/ target audience? Number of times activity needs to be conducted. 7. Forensics On Demand - the activity will be charged hourly/ device basis.		
57.	RFP-for-IS-Review-of-LIC.PDF	Overview of RFP	How many IPs in scope for Vulnerability assessment?	Part B	Part of Technical Bid.
58.	RFP-for-IS-Review-of-LIC.PDF	Overview of RFP	How many IPs in scope for Penetration testing?	Part B	Part of Technical Bid.
59.	RFP-for-IS-Review-of-LIC.PDF	Overview of RFP	How many applications in scope for applications security testing?	Part B	Part of Technical Bid.
60.	RFP-for-IS-Review-of-LIC.PDF	Overview of RFP	What type of applications in scope for pentest? Whether web, mobile, web services?	Part B	Part of Technical Bid.
61.	RFP-for-IS-Review-of-LIC.PDF	Overview of RFP	How many application codes in scope for secure code review?	Part B	Part of Technical Bid.
62.	RFP-for-IS-Review-of-LIC.PDF	Overview of RFP	How many applications are internet facing?	Part B	Part of Technical Bid.
63.	RFP-for-IS-Review-of-	Overview of RFP	State if target applications test environments are "live production" or "test staging"	Part B	Part of Technical Bid.

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	LIC.PDF				
64.	RFP-for-IS-Review-of-LIC.PDF	Overview of RFP	State the number of physical locations under purview of network Vulnerability assessments and penetration testing	Part B	Part of Technical Bid.
65.	RFP-for-IS-Review-of-LIC.PDF	Overview of RFP	Specify if the target systems are accessible over the internet or only from within LIC network	Part B	Part of Technical Bid.
66.	RFP-for-IS-Review-of-LIC.PDF	Overview of RFP	How many network and security devices in scope for conducting config audit	Part B	Part of Technical Bid.
67.	RFP-for-IS-Review-of-LIC.PDF	Overview of RFP	What are the technology/platforms in which code is written which is in scope for secure code review?	Part B	Part of Technical Bid.
68.	RFP-for-IS-Review-of-LIC.PDF	Overview of RFP	Can the code be made accessible for secure code review at offshore location or it has to be done from LIC location?	Part B	Part of Technical Bid.
69.	Section B , Page no 8	Eligibility Criteria	Our CERT-In Empanelment has expired a year back. We have applied for renewal in August and completed the first setp. However completion of second and third steps depend on the timeline given by the CERT In Body. We can submit the Proof of the renewal but many not get the certification on the day of bid submission due to long process. Please guide can we be considered as eligible		The certificate from Cert-In must be submitted along with the eligibility bid.
70.	Section: Table 1 Pt 7 & 8	The bidder should have executed 1 (one) order of at least Rs. 20 lakhs in any of three financial years	If we do not have a single PO of Rs. 20 lacs/10 lacs covering all the mentioned services, we would be submitting multiple POs as per	NA	Replied to the queries above.

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	Table 2 Pt 2 & 3 Page No: 8,9,10	immediately preceding the date of publishing of this RFP. The purchase orders in point no. 2 of Table-II below should cover services, i.e. ISMS for IT processes (including ISO27001 certification / recertification / renewal), BCMS (including ISO22301 certification / recertification / renewal), Cyber security review, and Information security audit/review. The bidder should have executed 1 (one) order of at least Rs. 10 lakhs in any of three financial years immediately preceding the date of publishing of this RFP. The purchase orders in point no. 3 of Table-II	Minimum PO Value. Please let us know how many POs should be submitted per service in this case.		
71.	Section: Table 2, Pt 1 Page No: 9	Multiple orders issued to the bidder from a single company during one financial year shall be considered to be one order for this purpose. These orders should have been executed by the bidder himself and not as a consortium.	Please clarify if multiple POs for different types of activities/services from a single client in a given financial year would be considered as different orders E.g: For Client A, we have received three separate POs in a financial year for BCMS review, VAPT and information security review. Request you to consider them as different orders.	NA	Pl see above.
72.	Section: Annexure D Page No: 29	The Bidder has to furnish the details of projects executed as expected in the RFP in the RFP for qualifying in eligibility bid.	Pls clarify how many number of projects that need to be given for each activity.	NA	Given in the RFP.

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73.	ELIGIBILITY BID DOCUMENT	As per RFP	request you to kindly remove the clause related to exiting service provider		Not relevant.
74.	Scope	This empanelment will be valid for 5 years from the date of issue of 1st PO under this and may be used for any future requirement related to information security and related services.	This empanelment will be valid for 5 years from the date of issue of 1st PO under this and may be used for any future requirement related to information security and related services mentioned in RFP.		No change.
75.	Period of Validity of Bids	However in exceptional conditions, LIC may, at its discretion, reduce the validity period or extend the validity up to 1 years on the same terms and conditions stated in the bid document and successful vendor will have to maintain the final quotes given for this bid in the extended period also.	However in exceptional conditions, LIC may, at its discretion, reduce the validity period or extend the validity up to 1 years on the same terms and conditions stated in the bid document and successful vendor will have to maintain the final quotes given for this bid Plus 10% in the extended period also.		No change.
76.		Violation of NDA will lead to legal action and blacklisting.	Violation of NDA will lead to legal action and blacklisting.		No change.
77.	Limitation of Liability	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Conditions of Contract Clause, the vendor shall not be liable to LIC, whether in contract or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Conditions of Contract Clause, the vendor shall not be liable to LIC, whether in contract or otherwise, for any indirect or consequential loss or 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		No change.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
		interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay liquidated damages to LIC; and the aggregate liability of the bidder to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total value of purchase order(s) issued to the bidder.	the bidder to pay liquidated damages to LIC; and the aggregate liability of the bidder to LIC, whether under the Contract, in tort or otherwise, shall not exceed 25% of the total annual value of purchase order(s) issued to the bidder.		
78.	Settlement of Disputes/Arbitration	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	The vendor shall not be entitled to suspend the Service(s) or the completion of the job nor Purchaser is entitled to delay payment due to Wipro , 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.
79.	Indemnifying LIC	1) The vendor shall indemnify LIC: (a) Against all actions, proceedings, claims, demands, costs and expenses which may be made against LIC by a third party arising out of sale of vendor's services to LIC. (b) Against all third party claims of infringement of patent, copyright, trademark etc. arising from use of the	1) The vendor shall indemnify LIC: (a) Against all actions, proceedings, claims, demands, costs and expenses which may be made against LIC by a third party arising out of sale of vendor's services to LIC. (b) Against all third party claims of infringement of patent, copyright, trademark etc. arising from use of the goods and services, software package or any other part		No change.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
		goods and services, software package or any other part thereof supplied by the vendor provided that this indemnity shall not apply to in the following cases: (i) the modification of the Vendor's deliverables provided hereunder by any person other than the Vendor or its personnel (ii) LIC's failure to use of any modification to the Vendor's deliverables made available by Vendor where use of such modification would have avoided the infringement; (iii) Information, materials instructions or specifications that are themselves infringing which are provided by or on behalf of LIC or which LIC requests or requires Vendor to use; (iv) the use of the Vendor's deliverables in a manner not agreed to. (c) Against all demands or responsibilities arising from accidents or loss of life as a result of vendor's negligence. 2) If the vendor fails to indemnify LIC against above events and if LIC is required to pay compensation to a	thereof supplied by the vendor provided that this indemnity shall not apply to in the following cases: (i) the modification of the Vendor's deliverables provided hereunder by any person other than the Vendor or its personnel (ii) LIC's failure to use of any modification to the Vendor's deliverables made available by Vendor where use of such modification would have avoided the infringement; (iii) Information, materials instructions or specifications that are themselves infringing which are provided by or on behalf of LIC or which LIC requests or requires Vendor to use; (iv) the use of the Vendor's deliverables in a manner not agreed to. (c) Against all demands or responsibilities arising from accidents or loss of life as a result of vendor's gross negligence. 2) If the vendor fails to indemnify LIC against above events and if LIC is required to pay compensation to a third party resulting from such events, the vendor shall be responsible for the compensation including all expenses (court costs, lawyer fees etc.). LIC will give notice to the vendor of such claim. <u>Bidder shall not have any liability to</u>		

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		third party resulting from such events, the vendor shall be responsible for the compensation including all expenses (court costs, lawyer fees etc.). LIC will give notice to the vendor of such claim.	<u>Customer under this Section to the extent that any infringement or claim thereof is attributable to: (1) the combination, operation or use of a Deliverable with equipment or software supplied by Customer where the Deliverable would not itself be infringing; (2) compliance with designs, specifications or instructions provided by Customer; (3) use of a Deliverable in an application or environment for which it was not designed or contemplated under this Agreement; or (4) modifications of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not have been infringing. Bidder will completely satisfy its obligations hereunder if, after receiving notice of a claim, Bidder obtains for Customer the right to continue using such Deliverables as provided without infringement, or replace or modify such Deliverables so that they become non-infringing.</u>		
80.	Compliance with IS Security Policy	The Vendor shall have to comply with LIC's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under:	Request LIC to share the said policies		Policies, procedures and guidelines have been defined in line with ISO 27001 standards. Bidders may refer to this standard.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
		a) Responsibilities for data and application privacy and confidentiality; b) Responsibilities on system and software access control and administration; c) Custodial responsibilities for data, software, hardware and other assets of LIC being managed by or assigned to the Vendor; d) Physical Security of the facilities; e) Physical and logical separation from other customers of the Vendor; f) Incident response and reporting procedures; g) Password Policy; h) Access management Policy; i) Acceptable usage Policy (Authentication and Identity Management, Authorization and access control); j) Data Encryption / Protection requirements of LIC; k) Cyber Security Policy; l) Auditing; m) In general, confidentiality, integrity and availability, non-repudiation, authenticity, privacy of data/information must be ensured; n) Responsibilities in carrying out			

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
		background verification of personnel deployed from vendor side regularly and submit the report as and when needed by LIC;			
81.	Right to audit	as per RFP	Request notice period of 30 days. Request such audit to be conducted during normal business hours and not more than once every financial year, Request Wipro's internal cost records and sensitive financial information to be excluded from the scope of such audit. Request audit to be conducted at LIC's costs. Request auditor to enter into the appropriate confidentiality obligations before conducting the audit		No change.
82.	Debarring	to debar the bidder from bidding and take any other action as may be deemed necessary prospectively for a period to be decided by LIC if it is found at any future point of time that the bidder had made a statement which is factually incorrect	to debar the bidder from bidding and take any other action as may be deemed necessary prospectively for a period to be decided by LIC if it is found at any future point of time that the bidder had made a statement which is factually incorrect		No change.
83.	Bid Rejection Criteria	Bids not confirming to the requirements, terms and conditions mentioned in this RFP document.	Bids not confirming to the requirements, terms and conditions mentioned in this RFP document. <u>Subject to Deviations submitted</u>		Bids not confirming to the requirements, terms and conditions mentioned in this RFP document. Will be rejected.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
84.	Submission of Bid	We offer to submit our bid as per the terms and conditions spelt out in the RFP.	We offer to submit our bid as per the terms and conditions spelt out in the RFP <u>read together with our deviations to the same.</u>		Bids not confirming to the requirements, terms and conditions mentioned in this RFP document will be rejected. No deviations are allowed.
85.	Payment to invoices		Customer shall pay invoices within fifteen (15) days from the date of receipt of invoices, except for those portions of any invoice that the Customer disputes in good faith. Delayed payments shall incur interest at the rate of 1.5% per month. If whole or any part of the fees and other payments remain outstanding for 90 days after the same have become due, Wipro shall at its sole discretion, be entitled to discontinue the provision of services.		As per terms and conditions of RFP applies.
86.	Exclusion of Implied warranties		EXCEPT FOR THE FOREGOING WARRANTIES, WIPRO EXCLUDES AND DISCLAIMS ALL WARRANTIES, CONDITIONS OR STATEMENTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND / OR FITNESS FOR ANY PARTICULAR PURPOSE		Not relevant.
87.	SNR	Clause not present in RFP	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Wipro shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of		Bidder will not be held accountable for lapses attributable to LIC.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
			this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer		
88.	Risk and Title	Clause not present in RFP	Notwithstanding anything to the contrary contained elsewhere in the contract, The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer		Not relevant.
89.	Deemed Acceptance	Clause not present in RFP	Products/Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Wipro shall have 15 days time to correct in case of any rejection by Customer.		part of Technical Bid. All acceptance will be as per the terms and conditions of RFP.
90.	Pass Through Warranty	Clause not present in RFP	Wipro shall “pass-through” any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary		Not relevant.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
			of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Wipro shall not provide any additional warranties and indemnities with respect such products.		
91.	ERV	Clause not present in RFP	"It is agreed that the price quoted is arrived at based on the exchange rate of 1 USD = INR ____ ("Base Exchange Rate"). In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate."		Not relevant to this RFP.
92.	Non Hire Clause	Clause not present in RFP	Customer acknowledges that personnel to be provided by Wipro represent a significant investment in recruitment and training, the loss of which would be detrimental to Wipro's business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any Wipro employee, or induce any such individual to leave the employ of Wipro. For purposes of this clause, a Wipro employee means any employee or person who has who has been involved in providing services under this Agreement.		part of Technical Bid.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
93.	Saving Clause	Clause not present in RFP	Wipro'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 Wipro performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.		Responded above.
94.	Change Order	Clause not present in RFP	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. Wipro 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, Wipro shall not be bound to perform any additional services.		Activities will be performed by the successful bidder on the terms and conditions of RFP.
95.	Termination for default	Clause not present in RFP	Either Party shall have the right to terminate this Agreement at any time in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days. In the event of termination Customer shall pay Wipro for goods delivered and services rendered till the date		part of Technical Bid.

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			of termination.		
96.	Additional Hardware	Clause not present in RFP	Notwithstanding anything to the contrary in the RFP, any requirement by Purchaser of any additional Hardware under the Agreement shall be provided by the Successful Bidder at an additional cost to Purchaser and the same shall be done through a Change Order.		
97.	Upgrades/Enhancements	Clause not present in RFP	Notwithstanding anything to the contrary in the RFP, any requirement by Purchaser of any upgrade/enhancement shall be provided by the Successful Bidder at an additional cost to Purchaser and the same shall be done through a Change Order.		part of Technical Bid.
98.	Penalty Cap	Clause not present in RFP	Nothing withstanding anything contained here, including annexures etc, the maximum aggregate penalty against the bidder for all claims, by which ever name so called, shall be limited to 3% of the respective SOW/PO and shall be in lieu of all available remedies. Also, Wipro does not agree to any form of risk purchase.		part of Technical Bid.
99.	Intellectual Protection	Clause not present in RFP	No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or		part of Technical Bid.

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			methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Customer.		
100.	Stamp Duty/Frinking Charges				Not Part of this RFP.
101.	Customer Credit Rating				Not Part of this RFP.
102.	Taxation structure		. What the taxation structure? Please clarify on both central and state taxes w.r.t the various items involved under SOW – Hardware, software, services, etc. 2. Has the structure & the rates been discussed with the customer and also the internal operations team? The overall material planning (purchase location, billing location, vendor taxation structure) need to be carefully evaluated while providing response to the query. 3. Please provide confirmation from ops w.r.t point 2 above.		As applicable as per various rules and regulation applicable.
103.	Section: Activity Schedule, Page no. 3	Last date & time for submission of bids Monday, 27th November 2017, latest by 3.30 pm	Two dates are mentioned for last date of bid submission i.e. 20-Nov 2017 (On cover page #1) and 27-Nov-2017 (On Activity Schedule #3). We understand that last bid submission date is 27-		Pl see above.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
			Nov-2017, please confirm.		
104.	Section: Overview of the RFP, Page no. 4	Part B- Penetration testing	Please clarify if the PT activity would be intrusive/ non-intrusive		Part of Technical Bid.
105.	Section: Overview of the RFP, Page no. 4	Part B- Forensics on demand	We request you to please clarify what possible type of services does LIC expect the bidder to perform under Forensics on demand.		Part of Technical Bid.
106.	Section: Overview of the RFP, Page no. 4	Part B- Configuration audit	Please clarify if configuration audit is limited only to network devices or other IT systems as well		Part of Technical Bid.
107.	Section B - Eligibility bid document, Page no. 8, point no. 5	The bidder should have had a minimum average annual turnover of Rs. 5.00 crores (Rupees five Crores) in India in any of the three financial years immediately preceding the date of publishing of this RFP.	Considering the critical nature of the project we request you to kindly increase the turnover value to atleast 50 crore rupees.		No change.
108.	Section B - Eligibility bid document, Page no. 8, point no. 5	The bidder should have had a minimum average annual turnover of Rs. 5.00 crores (Rupees five Crores) in India in any of the three financial years immediately preceding the date of publishing of this RFP.	Since the financial statement for FY 2016-17 are under audit process, we request you to kindly modify this clause and consider financial years as FY 2013-14, FY 2014-15 and FY 2015-16		No change.
109.	Section B -	The bidder should have executed 1	We request you to please clarify if the project		Pl see above.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
	Eligibility bid document, Page no. 8, point no. 7	(one) order of at least Rs. 20 lakhs in any of three financial years immediately preceding the date of publishing of this RFP. The purchase orders in point no. 2 of Table-II below should cover services, i.e. ISMS for IT processes (including ISO27001 certification / recertification / renewal), BCMS (including ISO22301 certification / recertification / renewal), Cyber security review, and Information security audit/review.	proposed by the bidder should have components of each area mentioned in the eligibility criteria.		
110.	Section B - Eligibility bid document, Page no. 8, point no. 8	The bidder should have executed 1 (one) order of at least Rs. 10 lakhs in any of three financial years immediately preceding the date of publishing of this RFP. The purchase orders in point no. 3 of Table-II below should cover services, i.e. VA & PT and recommendations for mitigation, Application security and secure code review, Secure network architecture review and spear phishing.	We request you to please clarify if the project proposed by the bidder should have components of each area mentioned in the eligibility criteria.		Pl see above.
111.	Considering the critical	The bidder should have executed 1 (one) order of at least Rs. 20 lakhs in	Considering the critical nature of the project we		No Change.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
	nature of the project we request you to kindly increase the value of the projects to be proposed by the bidder.	any of three financial years immediately preceding the date of publishing of this RFP. The purchase orders in point no. 2 of Table-II below should cover services, i.e. ISMS for IT processes (including ISO27001 certification / recertification /renewal), BCMS (including ISO22301 certification / recertification / renewal),Cyber security review, and Information security audit/review.	request you to kindly increase the value of the projects to be proposed by the bidder.		
112.	Section B - Eligibility bid document, Page no. 8, point no. 8	The bidder should have executed 1 (one) order of at least Rs. 10 lakhs in any of three financial years immediately preceding the date of publishing of this RFP. The purchase orders in point no. 3 of Table-II below should cover services, i.e. VA & PT and recommendations for mitigation, Application security and secure code review, Secure network architecture review and spear phishing.	Considering the critical nature of the project we request you to kindly increase the value of the projects to be proposed by the bidder.		No Change.
113.	Section B - Eligibility bid document, Page no. 8,	The Bidder should have at least 15 certified employees (posted in India) for Part A as on 31.03.2017 and their certificates needs to be valid on that	Considering the critical nature of the project we request you to kindly modify the clause as below The Bidder should have at least 25 certified		The Bidder should have certified employees (posted in India) for Part A and Part-B as on 31.10.2017 .

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
	point no. 9	date, out of which: 5 should have passed examination for qualifications such as ISO 22301 or BS 25999 or BS7799 or BS17799 or ISO27001 Lead Auditors and/or BS 25999 or ISO27001 Lead Implementers (or their latest versions) from an accredited certifying agency. 5 should be CISA/CISSP Certified with valid certificate 5 should be CEH (EC Council)/ OSCP/GCIH pass/Certified.	employees (posted in India) for Part A as on 31.03.2017 and their certificates needs to be valid on that date, out of which: 10 should have passed examination for qualifications such as ISO 22301 or BS 25999 or BS7799 or BS17799 or ISO27001 Lead Auditors and/or BS 25999 or ISO27001 Lead Implementers (or their latest versions) from an accredited certifying agency. 10 should be CISA/CISSP Certified with valid certificate 5 should be CEH (EC Council)/ OSCP/GCIH pass/Certified.		
114.	Section B - Eligibility bid document, Page no. 8, point no. 10	The Bidder should have 10 certified employees (posted in India) for Part B as on 31.03.2017 and their certificates needs to be valid on that date, out of which: 2 should be CISA/CISSP Certified with valid certificate 8 should be CEH (EC Council)/ OSCP/GCIH pass/Certified.	Considering the critical nature of the project we request you to kindly modify the clause as below: The Bidder should have 10 certified employees (posted in India) for Part B as on 31.03.2017 and their certificates needs to be valid on that date, out of which: 5 should be CISA/CISSP Certified with valid certificate 5 should be CEH (EC Council)/ OSCP/GCIH pass/Certified.		The Bidder should have certified employees (posted in India) for Part A and Part-B as on 31.10.2017 .
115.	Section B - Eligibility bid document Table II, page	Minimum PO value	We request you to kindly clarify the distribution of amount given in the Minimum PO value for each service under Part A and Part B respectively since it does not add up to		Pl see above.

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	no. 9, Point no. 2 & 3		the value provided in table I		
116.	SECTION-C: INSTRUCTIONS TO BIDDERS (ITB) Non-Disclosure Agreement (NDA), Page no. 15	The period of NDA is not specified	The Obligation of maintaining confidentiality during the Engagement has not been specified, we request that it should be restricted for a period of One or two years.		The period of NDA will be the contract period plus 6 months,
117.	SECTION-C: INSTRUCTIONS TO BIDDERS (ITB) Non-Disclosure Agreement (NDA), Page no. 15	a) During the execution of the project, the successful bidder will have access to confidential information of LIC such as servers, applications, databases, security infrastructure, IP addresses, router configuration, network design, and architecture etc. The bidder shall use the same degree of care to maintain the confidentiality of the information as if the information is their own and shall not disclose at any point of time to any other person/third party the information so received. Also the bidder may: i. use the information only for serving LIC's interest and restrict disclosure of information solely to their employees	We request you to modify the clause as below: a) During the execution of the project, the successful bidder will have access to confidential information of LIC such as servers, applications, databases, security infrastructure, IP addresses, router configuration, network design, and architecture etc. The bidder shall use the same degree of care to maintain the confidentiality of the information as if the information is their own and shall not disclose at any point of time to any other person/third party the information so received. Also the bidder may: i. use the information only for serving LIC's interest and restrict disclosure of information		No change.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
		on a need to know basis in order to accomplish the purpose stated in this RFP, ii. advise each such employee, before he or she receives access to information, of the obligation of bidder under this agreement and require such employees to honor these obligations. b) Violation of NDA will lead to legal action and blacklisting.	solely to their employees on a need to know basis in order to accomplish the purpose stated in this RFP, ii. advise each such employee, before he or she receives access to information, of the obligation of bidder under this agreement and require such employees to honor these obligations. b) Violation of NDA will lead to legal action and blacklisting. c) The obligation of Confidentiality shall not apply in cases :- (A) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by the receiving party in breach hereof, (B) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party which the receiving party believes is not prohibited from disclosing such information to it by obligation to the disclosing party, (C) is known by the receiving party prior to its receipt from the disclosing party without any obligation of confidentiality with respect thereto or (D) is developed by the Deloitte independently of any disclosures made by the LIC to the Deloitte of such information. In satisfying its		

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
			obligations under this Paragraph 6(a), each party shall maintain the other's Confidential Information in confidence using at least the same degree of care as it employs in maintaining in confidence its own Confidential Information, but in no event less than a reasonable degree of care. The obligations imposed by this clause shall survive the termination of this Contract for a period of one (1) year Notwithstanding anything mentioned herein , the LIC shall not disclose to any third party the advice, opinions, reports or other work product of DELOITTE provided hereunder without the express written consent of DELOITTE, except (i) where applicable laws, regulations, rules and professional obligations prohibit limitations on disclosure, (ii) in the event that the LIC or its affiliates have securities registered with the United States Securities and Exchange Commission and any Deloitte Entity is the auditor of the LIC or any of its affiliates, in which case there are no restrictions or limitations on the disclosure of DELOITTE's advice, opinions, reports and other work product provided hereunder, or (iii) to the extent the United States Internal Revenue Code and applicable Internal		

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			Revenue Service guidance relating to confidential tax shelters (or comparable law or guidance from other taxing authorities) apply, in which case there are no restrictions or limitations on the disclosure of DELOITTE's advice, opinions, reports and other services. The LIC shall use the advice, opinions, reports or other work product of DELOITTE solely for the purposes specified in the engagement letter and, in particular, shall not, without the prior written consent of DELOITTE, use any advice, opinion, report or other work product of DELOITTE in connection with business decisions of any third party or for advertisement purposes. All Services are only intended for the benefit of the LIC. The mere receipt of any advice, opinions, reports or other work product by any other persons is not intended to create any duty of care, professional relationship or any present or future liability between those persons and DELOITTE. As a consequence, if copies of any advice, opinions, reports or other work product (or any information derived therefrom) are provided to others under the above exclusions, it is on the basis that DELOITTE owes no duty of care or liability to them, or any other persons who subsequently receive the same.		

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
118.	SECTION-C: INSTRUCTIONS TO BIDDERS (ITB) Limitation of Liability, page no. 15	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Conditions of Contract Clause, the vendor shall not be liable to LIC, whether in contract or otherwise, for any indirect or consequential loss or 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 bidder to pay liquidated damages to LIC; and the aggregate liability of the bidder to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total value of purchase order(s) issued to the bidder.	We request you to modify the clause as below: Except in cases of criminal negligence, and in the case of infringement of third party IPR in Deliverables pursuant to Conditions of Contract Clause., the aggregate liability of the bidder to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total value of purchase order(s) issued to the bidder. In no event shall any Deloitte Entity or Subcontractor be liable for any loss of use, contracts, data, goodwill, revenues or profits (whether or not deemed to constitute direct Losses) or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this Contract or the Services. Deloitte will not be liable for Losses arising as a result of the provision of false, misleading or incomplete information or documentation or the withholding or concealment or misrepresentation of information or documentation by any person other than a Deloitte Entity or a Subcontractor		No change.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
119.	SECTION-C: INSTRUCTIONS TO BIDDERS (ITB) Settlement of Disputes/Arbitration, page no. 16	a) 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 contained or claim of liability the same will be referred in writing to an arbitrator appointed mutually, 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. b) 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. c) The vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending	We request you to modify the clause as below: a) 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 contained or claim of liability the same will be referred in writing to an arbitrator appointed mutually, 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. b) 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.		No change.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
		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.			
120.	SECTION-C: INSTRUCTIONS TO BIDDERS (ITB) Indemnifying LIC, page no. 16	1) The vendor shall indemnify LIC: (a) Against all actions, proceedings, claims, demands, costs and expenses which may be made against LIC by a third party arising out of sale of vendor's services to LIC. (b) Against all third party claims of infringement of patent, copyright, trademark etc. arising from use of the goods and services, software package or any other part thereof supplied by the vendor provided that this indemnity shall not apply to in the following cases: (i) the modification of the Vendor's deliverables provided hereunder by any person other than the Vendor or its personnel (ii) LIC's failure to use of any modification to the Vendor's deliverables made available by Vendor	We request you to modify the clause as below: 1) The vendor shall indemnify LIC: (a) Against all third party claims of infringement of patent, copyright, trademark. arising from DTTILLP's breach of third party intellectual property rights in the Deliverables (b) software package or any other part thereof supplied by the vendor provided that this indemnity shall not apply to in the following cases: (i) the modification of the Vendor's deliverables provided hereunder by any person other than the Vendor or its personnel (ii) LIC's failure to use of any modification to the Vendor's deliverables made available by Vendor where use of such modification would have avoided the infringement; (iii) Information, materials instructions or specifications that are themselves infringing		No change.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
		where use of such modification would have avoided the infringement; (iii) Information, materials instructions or specifications that are themselves infringing which are provided by or on behalf of LIC or which LIC requests or requires Vendor to use; (iv) the use of the Vendor's deliverables in a manner not agreed to. (c) Against all demands or responsibilities arising from accidents or loss of life as a result of vendor's negligence.	which are provided by or on behalf of LIC or which LIC requests or requires Vendor to use; (iv) the use of the Vendor's deliverables in a manner not agreed to. (c) Against all demands or responsibilities arising from accidents or loss of life as a result of vendor's negligence. 2) . LIC shall indemnify and hold harmless selected bidder for all Losses incurred in connection with any third party Claim, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of selected bidder		
121.	SECTION-C: INSTRUCTIONS TO BIDDERS (ITB) Fraud and Corrupt Practices, page no. 16	Both the vendor and LIC shall be bound by all applicable anti-bribery and competition laws and the contract may be terminated at the option of one party if the other is convicted by a Indian court of competent jurisdiction under the applicable anti-bribery and competition laws.	We request you to modify the clause as below: Both the vendor and LIC shall be bound by applicable anti-bribery of India and competition laws and the contract may be terminated at the option of one party if the other is convicted by a Indian court of competent jurisdiction under the applicable anti-bribery and competition laws.		
122.	SECTION-C: INSTRUCTIONS TO BIDDERS (ITB)	It is agreed by and between the parties that the Service Provider shall get itself annually audited by external empanelled Auditors appointed by	We request to remove this clause as it is not applicable to us.		No change.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
	Right to Audit, Page no. 17	LIC/ inspecting official from the IRDAI or any regulatory authority, covering the risk parameters finalized by LIC/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to LIC and the vendor shall submit such certification by such Auditors to LIC. The vendor and or his / their outsourced agents /sub – contractors (if allowed by LIC) shall facilitate the same. LIC can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by LIC. ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by LIC or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary			

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
		documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to LIC regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed. All costs for such audit shall be borne by the service provider/vendor. However, the travel and stay cost for LIC officials will be borne by LIC. iii. Service Provider further agrees that whenever required by LIC, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the LIC/ IRDAI and or any regulatory authority required for conducting the audit. LIC reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) & findings made on the Service Provider			

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
		in conjunction with the services provided to LIC.			
123.	SECTION-C: INSTRUCTIONS TO BIDDERS (ITB) Rights reserved by LIC, Page no. 18	(f) recover any dues payable by the selected Vendor from any amount outstanding to the credit of the selected Vendor, including the pending bills and/or invoking PBG, if any, under this contract.	We request you to exclude this point.		No change.
124.	Annexure – F: Non-Disclosure Agreement, page no. 31	Line no. 24 the Response to the said engagement	Please clarify does this would mean it is a pre – proposal NDA?		Yes.
125.	Annexure – F: Non-Disclosure Agreement, page no. 32	Confidential Information does not include information that Respondent can reasonably prove, falls within any of the following: § Information that either is legally in either party's possession or publicly available to either party prior to the disclosure of such information hereunder; § Information that, subsequent to its disclosure hereunder, becomes publicly available to either party without any violation of this	We request you to add a line (§ Information disclosed with consent of LIC) and make it as : Confidential Information does not include information that Respondent can reasonably prove, falls within any of the following: § Information that either is legally in either party's possession or publicly available to either party prior to the disclosure of such information hereunder; § Information that, subsequent to its disclosure hereunder, becomes publicly		No change.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
		Agreement by either party; § Information that becomes legally available to either party on a non-confidential basis from any third party, the disclosure of which to either party does not, to either party's knowledge, violate any contractual or legal obligation such third party has to either party with respect to such information ; § Information that is independently acquired or developed by either party which can be evidenced by written records; or information that is explicitly approved for release by written authorization of LIC.	available to either party without any violation of this Agreement by either party; § Information that becomes legally available to either party on a non-confidential basis from any third party, the disclosure of which to either party does not, to either party's knowledge, violate any contractual or legal obligation such third party has to either party with respect to such information ; § Information that is independently acquired or developed by either party which can be evidenced by written records; or information that is explicitly approved for release by written authorization of LIC. § Information disclosed with consent of LIC		
126.	Annexure – F: Non-Disclosure Agreement, page no. 32	Upon the request of LIC, the Respondent, will within 7 days of receipt of such request, return or destroy all Confidential Information and any notes, correspondence, analyses, documents or other records containing Confidential Information, including all copies thereof, then in the possession of Respondent or its Representatives and shall certify the fact of having destroyed the Confidential Information in writing to	We request you to modify the clause as below: Upon the request of LIC, the Respondent, shall upon receipt of such request, return or destroy all Confidential Information and any notes, correspondence, analyses, documents or other records containing Confidential Information, including all copies thereof, then in the possession of Respondent or its Representatives and shall certify the fact of having destroyed the Confidential Information		No exclusion will be allowed.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
		LIC. Such return, however, does not abrogate the continuing obligations of Respondent under this Agreement.	in writing to LIC. Such return, however, does not abrogate the continuing obligations of Respondent under this Agreement.		
127.	Annexure – F: Non-Disclosure Agreement, page no. 33	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 working in all wings of Central Office Information Technology department. Respondent agree that all of its obligations undertaken herein as the Respondent shall survive and continue for the period of the existence of this NDA or a period of one year, beyond the Contract period regardless of any prior termination of this NDA.	We request you to modify the clause as below: Either party agree that during the existence of the term of this NDA and for a period of one year thereafter, parties shall not solicit directly or indirectly the employees This Agreement shall be effective and binding from the Effective Date and will continue for a period of (i) three(3) months from the Effective Date or (ii) until a definitive service contract is executed between the Parties in which case the said service contract will determine the period of obligation of the Deloitte hereunder. Respondent agree that all of its obligations undertaken herein as the Respondent shall survive and continue for the period of the existence of this NDA or a period of one year, beyond the Contract period regardless of any prior termination of this NDA.		No exclusion will be allowed.
128.	Annexure – F: Non-Disclosure	The Respondent herein agrees and undertakes to indemnify and hold LIC harmless from any loss, damage,	We request you to exclude this point.		No exclusion will be allowed.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
	Agreement, page no. 33	claims, liabilities, charges, costs, or expense (including attorneys' fees), that may arise or be caused or result from or be paid/incurred/suffered or caused to be paid/incurred/ suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honors, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement. In the event that the Respondent shall be liable to LIC in connection with this Agreement, the Respondent's liability shall be limited to the value of the Contract.			
129.	Annexure – F: Non-Disclosure Agreement, page no. 33	Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996. The arbitration tribunal shall be composed of a sole arbitrator, and the Parties shall appoint such arbitrator with mutual consent. The place of arbitration shall be Mumbai, India and the arbitration proceedings shall take place in the English	We request you to exclude this point.	Both	No exclusion will be allowed.

Sl. No.	RFP Document Reference(s) (section and page number(s))	Content of RFP requiring clarification(s)	Points for clarifications	Remarks (Part A/B)	Reply to Queries
		language.			
130.	Section: Activity Schedule, Page no. 3	Last date & time for submission of bids Monday, 27th November 2017, latest by 3.30 pm	We request you to kindly extend the bid submission time by 2 weeks.	Both	Pl see above.
131.	Turnover	The bidder should have had a minimum average annual turnover of Rs. 5.00 crores (Rupees five Crores) in India in any of the three financial years immediately preceding the date of publishing of this RFP.	Turnover should be lowered down to 2 crores	Both	The bidder should have had a minimum average annual turnover of Rs. 2.00 crores (Rupees two Crores) in India in any of the three financial years immediately preceding the date of publishing of this RFP.

Executive Director (IT/BPR)