Responses to the Queries on RFP Raised by Prospective Bidders

RFP Reference : LIC/CO/INVM/SC/CS/022021 dated 15.02.2021

Sr. no	Reference (Claus	Content of RFP requiring clarification	Points of Clarification required	Response by LIC
1	Clause 2 / Page 5	Terms of reference point no 2 Asset class of securities	We would like to understand the following: - 1) The current volume for Debt/Equity Transactions 2) The number of Lines of holdings in Debt/Equity	1) Current Volume for Debt/Equity Transactions - Approx. 5500 per month 2) The number of Lines of holding in debt/equity - Approx. 4000
2	B.3 / page 5	LIC maintains its bank accounts scheme wise with various banks, through which settlement for purchase / sale and other inflow/outflows are executed.	We understand that the securities account and the bank accounts are open with the same bank as a market practice due to T0 confirmation requirements, market deadlines as well as from an administration and control perspective. Kindly confirm if our understanding is correct.	Please refer our response to Query No.1 mentioned in minutes of Pre-Bid Meeting held on 18.02.2021. We state below our bank accounts structure for more clarity. 1) We have bank accounts already active for the securities accounts; opened with different banks. 2) The same will continue and will be mapped with respective NSDL/CDSL accounts opened with the custodian on appointment. 3) These accounts will be fully operated by LIC. 4) LIC will remit the amount, if payable after netting of obligation under the security account to custodian on the day of settlement (T+2) before 12 noon. 5) Custodian shall credit the amount to these designated bank accounts, if the net settlement amount is receivable by LIC under specific demat account on settlement day (T+2) before 12 noon. 6) Any money receivable on account of any corporate action, will be directly received in our Bank accounts as these accounts will be registered with the demat accounts.
3	Clause 3 / Page 5	Terms of reference point no 2 Scheme Wise Bank Accounts with various banks	Please let us know the current Bank Account structure. Will we need to open transitory accounts for processing Settlements?	
4	B. Terms and Reference 3&4 P. 5	3. LIC maintains its bank accounts scheme wise with various banks, through which settlement for purchase / sale and other inflow/outflows are executed. 4. LIC OF INDIA, vide this RFP intends to select a custodian of Securities in the electronic (Demat) form for the above-mentioned funds. The Applicants who may wish to participate in the selection process must submit their proposals as per the process defined in the RFP.	To lower the operational risk and mitigate the non-confirmation of trade conceptually in Custody we operate both securities and underlying cash account together. We request LIC be flexible to consider opening underlying cash investment accounts scheme wise with the custodian of securities.	
5	Clause No: 3 Page no : 5	LIC maintains its bank accounts scheme wise with various banks, through which settlement for purchase / sale and other inflow/outflows are executed	· Since it is clarified that only Demat accounts will be opened, will LIC be funding the amounts on the settlement date. For this funding, does LIC have a cut off time by when such accounts are funded? · LIC being an institutional client, is the settlement done of T+1 day only? Hence all trades will they be treated as clearing house trades?	

Sr. no	Reference (Claus	Content of RFP requiring clarification	Points of Clarification required	Response by LIC
6	Clause no : 2 Page no : 5	Details of Custody account attached to the investment	· While the AUC provided in the RFP are without MF trades, will the MF investments be routed through Custodian? · While the total AUC has been provided, what is approx. volumes done of equity, debt and MF (for MF only if the above point holds true)	MF trades will not be routed through custodian. For volumes, please refer to our response stated in Serial No.1.
7	Clause No: 7 Page no: 6	The successful Applicant must, at its own expense, deposit with the LIC, within fifteen (15) working days of the date of notice of award of the contract or two (2) working days prior to signing of the contract, whichever is earlier, an unconditional and irrevocable performance bank guarantee (PBG) from a scheduled commercial bank acceptable to LIC OF INDIA, payable on demand, for the performance and fulfillment of the contract by the Applicant. The quantum of the PBG would be Rs.15,00,00,000/- (Rs. Fifteen crore only).	What is the general lead time between award of contract, signing the contract and actual operation as a custodian?	On approval from Board, the contract shall be awarded. We expect that signing of contract and actual operation as a custodian may involve a time span of around three months.
8	10. Breach of Contract. P. 7	Breach of contract by the custodian of securities or any loss due to the custodian will lead to levy of penalty in the form of percentage of fees payable or an amount as deemed fit by LIC.	1. PBG is for non-performance by custodian in this contract and hence we request LIC to clarify this penalty is part of the PBG and will not be additional to the PBG. 2. if it is additional to PBG then can this amount be capped to maximum amount such as 1 year of fees and not as deemed fit by LIC.	Levy of penalty on breach of contract shall be in addition to the PBG. It will not be possible to cap the maximum amount presently. However this point can be discussed at the time of signing the agreement.

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Sr. no	Reference (Claus	Content of RFP requiring clarification	Points of Clarification required	Response by LIC
9	12. Indemnifying LIC. P. 7	The Custodian (Service Provider) shall indemnify LIC against all actions, proceedings, claims, demands, costs and expenses which may be made against LIC by a third party arising out of contract of custodial services provided to LIC. If the custodian fails to indemnify LIC against above events and if LIC is required to pay compensation to a third party resulting from such events, the custodian shall be responsible for the compensation including all other expenses (court costs, lawyer fees etc.). LIC will give notice to the custodian of such claim.	1.We request LIC to clarify that this is applicable only to Direct losses and exclude indirect and consequential losses. 2. Can this be negotiated at the time of signing of the agreement.	1. This clause is applicable to all losses i.e. Direct, indirect and consequential. 2. No, it cannot be negotiated at the time of signing the agreement.
10	C.1.7 / page 9	The Custodian of Securities shall arrange an adequate insurance cover & renewal of such insurance cover for all the securities belonging to LIC OF INDIA. The details of the same shall be submitted to LIC OF INDIA.	A Custodian's insurance policy covers losses to client. Kindly provide details on any specific insurance required by LIC of India.	No such specific requirement by LIC. As stated in clause C.1.7, insurance cover should be adequate and in-force.
11	Clause 1 / Page 9	Duties and responsibilities of the custodians of securities	Please let us know the funding procedures followed for Equity & Debt trades	Please refer our response to Sr.Nos. 2,3,4,5.
12	C. 1, 1.1 P.9 Duties and Responsibilities of the Custodian of Securities	1.Trade Volumes– Break up of daily trade volumes 1. Equity 2. Debt 2.Equity Margin placement 3. Method of Funds Pay-in	1.We would like to know daily trade volumes of below mentioned asset class 1. Equity 2. Debt 2.We would like to know whether client is on Margin or Early Pay-in mechanism for sell and purchase trades. 3. We would like LIC to clarify whether the funds pay-in for the settlement amount will be made to us as custodian on T+1 prior to the confirmation trade deadline. If not we request LIC to clarify the funding and settlement process envisaged to be followed.	1. Please refer our response to Sr. No.1. 2. We settle our sale and purchase trades by keeping the Margin Money with Custodian. 3. Fund payments for settlement amounts will be done to custodian on T+2 before 12 noon. (Please refer our response to Sr. Nos.2,3,4,5 above)

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Sr. no	Reference (Claus	Content of RFP requiring clarification	Points of Clarification required	Response by LIC
13	C. 1, 1.1 P.9 Duties and Responsibilities of the Custodian of Securities	Trade Funding process	Equity Trade - whether the funding for the purchase trade will be done prior to the confirmation of trade to the CCP Debt Trade - whether the funding for the purchase trade will be done prior to the confirmation of trade to the CCP	Please refer our response to Sr. No.12 above
14	Clause 2.2 / Page 10	Credit all monies in LICs account for corporate actions	We understand that cash accounts of all schemes may be with different banks. Will we need to open transitory accounts for processing Corporate Action Collections?	No. We do not envisage the need to open such account.
15	C.5.iv / page 12	The Custodian of securities should have appropriate comprehensive insurance coverage for business interruptions or general services interruptions and cyber security, to safeguard the services for LIC.	A Custodian's insurance policy covers losses to client. Kindly provide details on any specific insurance required by LIC of India.	No such specific requirement by LIC. As stated in clause C.1.7, insurance cover should be adequate and in-force.
16	6. Data security and confidentiality. P.12	Data security and confidentiality - Encryption and key management process in place for data-at-rest and data-atmotion.	There is information security policy in place under which we comply with encryption of data in motion and data at rest for back up tapes. However, for data at rest within the production data base for securities services system is protected only through various access controls to ensure the privacy and confidentiality of this data. We request LIC to clarify that this would be acceptable to LIC for services/duties rendered to LIC under this point. Should LIC require further encryption we can explore further enhancing the security by implementing database level encryption in production system within a given time period post going live with the services under this RFP.	The practice mentioned by the bank in query regarding Data Security & confendentialtiy is acceptable
17	D.2.4 / page 14	Bid Securing Declaration (in lieu of EMD): The Bidder (Applicant) shall have to execute a “Bid Securing Declaration” on non-judicial stamp paper. This is done in lieu of Earnest Money Deposit. The content of the declaration is provided in section D.6.	Request you to advise which sealed envelope at the time of bid submission should contain this document. 18.02 Pre-bid meeting: We discussed that the document can be provided in a fourth sealed envelope. Kindly confirm	Please refer to the information given by LIC in Pre-Bid Meeting dated 18.02.2021 (Point No.2, Page 3 of document uploaded on website as Minutes of Pre-Bid Meeting)

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Sr. no	Reference (Claus	Content of RFP requiring clarification	Points of Clarification required	Response by LIC
18	D.2.5 / page 14	The Applicants may respond to the RFP by submitting the Pre-contract Integrity Pact (which shall be a part of the pre-qualification bid), pre-qualification, technical and financial bid to LIC OF INDIA as detailed in the respective sections of this document.	Request you to confirm if this document is to be provided on Custodian's letterhead. Kindly also confirm if MD can sign the document as the authorised signatory. 18.02 Pre-bid meeting: We discussed that a Managing Director can sign the document. Request you to confirm.	Documents shall be printed on Custodian's letter head. Please refer to our resoponse to Query No. 4 mentioned in Minutes of Pre-Biding Meeting.
19	D.2.13 / page 15	The bids must be neatly arranged by providing index, pages serially numbered, each page should be signed and bidders seal should be affixed. The entire contents being submitted should be spirally bound. Proposals received in loose sheets will be rejected.	Given the Covid-19 pandemic, request if we can use digitally signed documents from CEO/MD/auditors or other authorised signatory for the bid submission.	Yes. You may use digitally signed documents from CEO/MD/auditors or other authorised signatory for bid submission.
20	D.3.1.2 / page 16	a) Applicant should be registered with SEBI as Custodian of securities and the registration should be valid for at least one year from the date of submission of response to this RFP. b) Applicant should have at least 10 years of experience in providing satisfactory custodial services in Indian markets as on 31st December 2020.	We request your attention to Securities and Exchange Board of India (Custodian) Regulations, 1996 [Last amendment on April 17, 2020]. Page 9, clause 9A of the SEBI Custodian Regulation states that a Custodian's license is perpetual unless revoked by issuer. In this regards, we request your clarification with respect to point (a) of this requirement.	Please refer Corrigendum dated 24.02.2021 published on website.
21	Clause 2 a) / Page 16	Bid Evaluation Criteria Pre-Qualification / Minimum Eligibility Criteria - Applicant should be registered with SEBI as Custodian of securities and the registration should be valid for at least one year from the date of submission of response to this RFP	SEBI Regulations now state that the Custodian Registration is perpetually valid till suspended/cancelled by the Board (SEBI Reference - SEBI/LAD-NRO/GN/2019/04). Accordingly, to avoid confusion, we recommend that the requirement, that the registration should be valid for at least one year from the date of submission of response to this RFP, be removed.	

Sr. no	Reference (Claus	Content of RFP requiring clarification	Points of Clarification required	Response by LIC
22	D.3.1.4 / page 16	Applicant should have its office in Mumbai from where custodial operations would be carried out. The servers of the custodian shall be located in India, with Disaster Recovery Systems also located in India.	We request your understanding that the requirement for Disaster Recovery systems in India is new to many foreign Custodians. Foreign Financial institutions and Custodians may find it difficult to meet this criteria at this point in time given that we / they are global organisations. We are undergoing a data localisation process and assure LIC of India that we will jointly work with LIC of India to meet requirements. A reasonable time frame may be provided for the same. In absence of such a provision, a significant part of the custodians will become ineligible to participate leading to a sub-optimal tender process. In light of the above, we request your understanding.	No. All the clauses listed in RFP are to be adhered to.
23	D.3. 1) P.16	Applicant should be an Indian Company i.e. a company formed and registered under the Companies Act, 2013 OR a foreign company / MNC having any of its securities listed on any of the stock exchanges in India.	Can a foreign company/bank be qualified to bid for this RFP even if we do not presently have any security listed on the stock exchanges of India.	No. All the clauses listed in RFP are to be adhered to.
24	D.3. 4& 12)P.16& 17	4) Applicant should have its office in Mumbai from where custodial operations would be carried out. The servers of the custodian shall be located in India, with Disaster Recovery Systems also located in India. 12.) The Custodian of Securities shall have the necessary technical infrastructure, data security, Business Continuity Plan and Disaster Recovery Plan in place to be able to offer custodian services through servers located in India with Disaster	Currently the data centres for custody settlement system (Production / BCP and DR) are based in India. However certain ancillary/supporting services such as Corporate action processing, SWIFT routing and online electronic channels for instructions are done through global systems for which data centres are located outside India. Is it acceptable to LIC, if the data centres for these ancillary/supporting services is outside India. Or we undertake to localise these servers in India within a given timeframe post going live with the services to be provided under the RFP.	No. All the clauses listed in RFP are to be adhered to.

Sr. no	Reference (Claus	Content of RFP requiring clarification	Points of Clarification required	Response by LIC
25	D3.1.12 / page 17	The Custodian of Securities shall have the necessary technical infrastructure, data security, Business Continuity Plan and Disaster Recovery Plan in place to be able to offer custodian services through servers located in India with Disaster Recovery Systems also located in India. The data on the servers shall not be replicated outside the proposed data centers locations and more specifically the LIC data shall not be replicated outside India.	We request your understanding that the requirement for system data servers to be based in India and Disaster Recovery systems to also be located in India is a new requirement for many Foreign Custodians. Foreign Financial institutions and Custodians may find it difficult to meet this criteria at this point in time given that we / they are global organisations. We are undergoing a data localisation process and assure LIC of India that we will jointly work with LIC of India to meet requirements. A reasonable time frame may be provided for the same. In absence of such a provision, a significant part of the custodians will become ineligible to participate leading to a sub-optimal tender process. In light of the above, we request your understanding.	No. All the clauses listed in RFP are to be adhered to.
26	Page 16	Bid Evaluation Criteria	In case the bidder does not qualify for one of the 12 points of the Minimum Eligibility Criteria, can the bidder still go ahead with submission of the bid along with that deviation along with the explanation for such deviation in the format given on Page 31 , Table 5.	RFP Document is self explanatory.
27	D.4.2.11 / Page No. 17	Applicant should have at least Rs.3,00,000 crore of total Assets under Custody as on 31st March 2020.	Section D.4.2.11 on page no. 17 in the RFP mentions Applicant should have at least Rs.3,00,000 crore of total Assets under Custody as on 31st March 2020. Whereas Section D.4.3.a.1 on Page No. 18 mentions Total Assets Under Custody as at 31stDecember 2020 - Minimum 3 Lakh Crore, Page No. 24 point no. 11 mentions Applicant should have at least Rs.3,00,000 crore of total Assets under Custody as on 31st December 2020(Statement duly certified by statutory auditor) and Page No 25 point no. 1 mention Total Assets under Custody as on 31st December2020. We understand that a clarification on the same has been issued by LIC on the official website and the date will now be read as 31st December 2020 for the AUC criteria of Rs 3,00,000 crore to be met by the applicant.	Please refer Corrigendum dated 18.02.2021 published on website

Sr. no	Reference (Claus	Content of RFP requiring clarification	Points of Clarification required	Response by LIC
28	D.3.2a.4 / page 18	Details of BC/Disaster Recovery Site/s situated in different seismic zone in India Measurement criteria - At least 1 BC/Disaster Recovery Site in different seismic zone in India	Our BC / Disaster Recovery site is located 30kms away from our Mumbai office. We understand that this meets most BC / DR requirements. We request your understanding on the same.	No. All the clauses listed in RFP are to be adhered to.
29	D3.2B.1 / page 19	Income from Custodial services (bifurcated as Income from Debt Custody and Income from Equity) for last five years starting from 2015-16 to 2019-20, duly certified by Statutory Auditors	We calculate our Income from January to December and not from April to March. May we submit our annual revenue basis January to December calculations?	Yes. You may provide income figures as per your accounting year.
30	D3.2B.3c / page 19	Provide the details of following a) Technology deployed and IT Security measures b) Risk Management Policy c) Business Continuity Plan d) Details of Data Center locations being proposed for LIC	We request your understanding that the address and other information regarding the data centre is not shared on account of security concerns. We request your understanding that this information will be provided on being appointed as your Custodian.	No. All the clauses listed in RFP are to be adhered to.
31	D4.3B.3 /Page 26	Provide the details of following a) Technology deployed and IT Security measures b) Risk Management Policy c) Business Continuity Plan	Kindly confirm if we need to provide - Details of Data Center locations being proposed for LIC. Please also note that the address and other information regarding the data center cannot be shared on account of security concerns. We assure LIC of India that we will jointly work with LIC of India and request your understanding that this information will be provided on being appointed as your Custodian.	

Sr. no	Reference (Claus	Content of RFP requiring clarification	Points of Clarification required	Response by LIC
32	D4.2.2 / page 22	Applicant should be registered with SEBI as Custodian of securities and the registration should be valid for at least one year from the date of submission of response to this RFP. Enclose copy of registration with SEBI. *and* Applicant should have at least 10 years of experience in providing satisfactory custodial services in Indian markets as on 31st December 2020. Copy of registration and renewal certificates with SEBI to be enclosed.	As SEBI started issuing Registration Certificates from 1998, we understand that we can provide an affidavit to confirm the period of custodian services being offered prior to 1998. Request you to confirm.	Please refer to the rating matrix for technical bid evaluation stated on page No.18 of the RFP document.
33	D4.2.4 / page 22	Applicant should have its office in Mumbai, from where custodial operations would be carried out. The servers of the custodian shall be located in India, with Disaster Recovery systems also located in India. a) Address of office from where custodial operations would be carried, if selected b) Address of the Primary and Disaster Recovery Data Center	Our Custodial services are based out of Mumbai. Kindly confirm what supporting documents are to be provided for the same. Also, we request your understanding that the address of our Primary and Disaster Recovery Data Centers are confidential due to security concerns. We assure LIC of India that we will jointly work with LIC of India to meet requirements on being appointed as your custodian.	All the clauses listed in RFP are to be adhered to.
34	D.4.2.6 (a) / Page No. 23	The Custodian of securities /its subsidiaries /its holding company/its associate companies are not in violation of any applicable law or judgment by any court of law or violation of any direction/order/regulation by a government/regulatory authority in India and have not been blacklisted	Bank is listed and so are three of its subsidiaries. At the scale of operations of these companies, there would inevitably be minor violations of guidelines and regulations. As listed and regulated entities any violation of law, or regulation/direction of government authority etc. is required by law to be disclosed publically (and are indeed done so) to its regulators. Therefore, we would like to insert the following carve outs – "other than as disclosed publically by Custodian of Securities / its subsidiaries / its holding company/ it's associate companies in their annual reports, and filings with stock exchanges and regulators"	No change.

Sr. no	Reference (Claus	Content of RFP requiring clarification	Points of Clarification required	Response by LIC
35	D4.2.11/Page 24 D4.3A.1 /Page 25	D4.2.11 - Applicant should have at least Rs.3,00,000 crore of total Assets under Custody as on 31st December 2020 (Statement duly certified by statutory auditor) D4.3A.1- Total Assets under Custody as on 31st December 2020. (Total Assets under Custody for last five years i.e. as at 31.03.2016 to as at 31.03.2020 and as at 31.12.2020 duly certified by Statutory Auditor also to be enclosed)	Query 1 - For Total Assets under custody & Number of institutional clients, we believe that these assets/clients should be excluding LIC assets and the assets of any “Related Party” (as per section 2 (76) of Companies Act 2013) of the Bidder. In order to assess the true and fair market penetration of the Bidder, we should exclude the AUC of that of “Related Parties”, as those mandates are likely to have been awarded to them by default and not on “arms-length” basis. Also, since this bid is for LIC’s mandate, their assets should be excluded from the AUC calculation. Query 2 - We request your understanding that we are in the process of appointing a statutory auditor for the period April 2020 - March 2021. Kindly confirm if we can provide the data duly audited by an Independent Auditor.	Query 1- No change. Query 2 - In accordance with the reasons submitted, you may provide the data duly audited by an Independent Auditor.
36	D4.3A.4 /Page 25	Details of BCP Site/s in different seismic zone Complete BCP Plan and details of BC/Disaster Recovery Sites to be enclosed duly certified by Systems Auditor	We request your understanding that a BCP Plan and details of our BC / DR sites are confidential information due to security concerns. We request that we may provide an undertaking by a MD that we have these documents in place instead. Kindly confirm.	No change.
37	D4.3A.5 /Page 25	Number of Institutional Clients The total number of Institutional Clients / Customers The list of major institutional clients (Name, Number of years & AUC as at 31.12.2020) to be enclosed.	We appreciate your understanding that we are unable to provide names of our clients due to client confidentiality. Alternatively, may we provide the segment (Insurance / Mutual Fund / Offshore client) instead of the name of the client?	Please refer to our response to query no. 5 in Pre-Bid Meeting dated 18.02.2021 (Page 2 of document uploaded on website as Minutes of Pre-Bid Meeting)
38	Clause 5 / Page 25	Technical bid format Number of Institutional Clients	We are willing to share the list of clients and the number of years that we have been servicing the clients. It will be difficult for us to share the Assets Under Custody that pertain to each of the clients due to Confidentiality requirements	It is clarified that approximate AUC of each prime client will be sufficient. It is assured that this information will be kept confidential. This additional information will be required to assess whether the Company has the experience of handling big custodian portfolios.

<table>
<tr><th>Sr. no</th><th>Reference (Claus</th><th>Content of RFP requiring clarification</th><th>Points of Clarification required</th><th>Response by LIC</th></tr>
<tr><td>39</td><td>D4.3B.2 /Page 26</td><td>Shareholding pattern & details of top 5 shareholders as on 31.03.2020</td><td>As we are a public listed company, our major shareholders are disclosed on our website. We understand we may provide a print-out of said page from our website and also mention the link to the said page.</td><td>Print-out of said page duly certified by your Authorised Signatories may be submitted.</td></tr>
<tr><td>40</td><td>Clause B, SR 1 / Page 26</td><td>Additional Information to Technical bid</td><td>Custody Charges are normally levied on a Composite basis. Accordingly, it may be difficult to detail the amount of fees earned that pertain to Debt or Equity separately. We are willing to share the aggregate fees received and the aggregate Assets under Custody segregated into Debt/Equity.</td><td>All the clauses listed in RFP are to be adhered to.</td></tr>
<tr><td>41</td><td>Page 28</td><td>Technical Bid Covering letter</td><td>Can an authorised signatory, empowered by a Power of Attorney executed in his favour by the Managing Director sign the documents?</td><td rowspan="2">Yes. Authorised signatory, empowered by a Power of Attorney executed in his favour by the Managing Director may sign the documents. (Copy of POA shall be enclosed for verification)</td></tr>
<tr><td>42</td><td>Page 30</td><td>Financial Bid Covering letter</td><td>Can an authorised signatory, empowered by a Power of Attorney executed in his favour by the Managing Director sign the documents?</td></tr>
<tr><td>43</td><td>Format for Undertaking / Page 32</td><td>b) The Custodian of Securities shall have the necessary technical infrastructure, data security, Business Continuity Plan and Disaster Recovery Plan in place to be able to offer custodian services through servers situated in India with Disaster Recovery Systems also located in India. The data on the servers shall not be replicated outside the proposed data centers locations and more specifically the LIC data shall not be replicated outside India.</td><td>We request your understanding that we are undergoing a data localisation process and assure LIC of India that we will jointly work with LIC of India to meet requirements. We request that we provide the Undertaking confirming the same.</td><td>All the clauses listed in RFP are to be adhered to.</td></tr>
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Sr. no	Reference (Claus	Content of RFP requiring clarification	Points of Clarification required	Response by LIC
44	Format for Affidavit / Page 33	By the board resolution dated __________________(enclosed), I am authorized to sign and execute this affidavit on behalf of the Custodian of Securities, for submitting a proposal pursuant to the request for proposal (RFP) dated 1st February 2021 issued by the LIC of India for appointment of Custodian of Securities for LIC's funds.	We understand that the date should read as 15th February 2021. Request you to kindly confirm.	We regret the inadvertant error and request all bidders to note that the date should be read as 15th February 2021.
45	D.7.3.12 / Page no. 37	Commitments of BIDDERs: The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.	Bank through its other business offers Home Loans, vehicle loans, personal loans, credit card etc. Hence, it would be difficult for Bank to undertake that it shall not lend / borrow any money to an LIC employee. We request for inclusion of the below clause: 3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings ortransactions, directly or indirectly, with any employee or the BUYER other than in the ordinary course of BIDDER's business, on arms-length terms.	Please refer to the corrigendum issued in this regard.
46	Clause no : 3.12 (in format D7) Page no: 37	The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.	Does this include any credit facility which has been given to LIC by Bank as a collection banker? Also any kind of retail lending (like home loans, personal loans etc) given to the employees of the LIC be included in this clause?	This does not include any credit facility which has been given to LIC by a Bank as a collection banker. Please refer to the corrigendum issued in this regard.
47	D.7.3.13 / Page no. 38	The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.	Request clarification on the full form and meaning of IEM	Full form of IEM is Independent External Monitor

Sr. no	Reference (Claus	Content of RFP requiring clarification	Points of Clarification required	Response by LIC
48	D.7.5.1 / Page No. 38	Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required	Bank cannot agree to be bound by breaches done by a third party that we do not have any knowledge of. Accordingly, we would want to remove the words "or without the knowledge of the BIDDER", from the clause. Request confirmation and clarification for the same.	All the clauses listed in RFP are to be adhered to.
49	D.3.1.1 / page 16 and D.4.2.1 / page 22	Applicant should be an Indian Company i.e. a company formed and registered under the Companies Act, 2013 OR a foreign company / MNC having any of its securities listed on any of the stock exchanges in India.	We are a branch of a Foreign Financial Institution operating in India basis our RBI Banking License and SEBI Custody License. Our group entity has commercial papers listed on the exchange in India. Basis this, we understand that we are eligible to participate in this prestigious bid for LIC mandate. We request your confirmation. Further, there are around 18 custodians registered with SEBI in India. Out to those 18, some are branches of Foreign Financial Institutions and have significant market share in the Custodial business. However, as the existing clause is restrictive, these custodians will not fulfil the requirement and will not be able to participate in this prestigious bid for LIC mandate. Request if you can consider an applicant should they have a Banking License from RBI and be registered with SEBI as Custodian of Securities and the registration should be valid on the date of issue of this RFP. This will enhance competition and discovery of the optimal bid.	No changes would be made to any clauses mentioned therein.