

RFP for Supply, Installation, Commissioning and Maintenance of IT Asset Management and Patch Management Tool for Desktops/Laptops/Servers				
Ref : LIC/CO/IT-BPR/HW/AMT/2017-18/05, Dated : 12/12/2017				
SL No.	# RFP Document Reference(s) (Section & Page Number)	Clause (in brief) of RFP requiring clarification(s)	Brief details/ Query in reference to the clause	LIC Response
1	Technical Annexure - Specifications - Point 4	Solution should support remote control of both RHEL as well as windows desktops/laptops/servers based on the authorization granted to the administrator	Confirmation that LIC will provide the existing RHEL Enterprise License within LIC as the OS for the proposed solution.	Yes.
2	Technical Annexure - Specifications - Point 28	The solution should have Patch vulnerability and compliance reporting mechanism.	Confirmation from if LIC has a Vulnerability Assessment tool for the solution to integrate with, If Yes - please share the tool name.	Should be able to integrate with industry leading VA Tools like Aircrack/Nexpose/Nessus/Tripwire etc.
3	Technical Annexure - Specifications - Point 28	The solution should have Patch vulnerability and compliance reporting mechanism.	Does the Vulnerability Assessment tool include Servers, Laptops & Desktops as well ?	Yes.
4	RFP Main Document ; Page 15, Clause D - Scope of Work - Point 1.	The Bidder is expected to provide end-to-end solution for the project which will cover, but not limited to, supply, installation, implementation, migration/ integration, testing, training, support and monitoring the solution during the warranty and AMC period	Confirmation that all the existing Software OEM AMC contracts within LIC (like Windows, RHEL, Adobe etc..) will be under support for the entire duration of this project.	Renewal will be done as and when necessary.
5	RFP Main Document ; Page 19, G - Eligibility Criteria	Gartner Reference of Leaders Quadrant	Confirmation that LIC would require the Gartner Quadrant from all OEM's for ITSSM (CMDB). The proposed OEM should be in Leaders Quadrant for the last 5 years.	No change.
6	RFP Main Document - Page 21, Evaluation Point 1	Average Turnover for the last 3 Fin. Years	Confirmation that the OEM turnover for the last 3 financial years is >INR 500 crore	No change
7	Commercial_Annexure_II - Sheet Name : Inventory Details	Server Count - 710	Can LIC specify the Operating System on these servers, with all the different OS versions please ?	RHEL - 90% Servers ; OS Version - 5.x/6.x/7.x Windows - 10% Servers ; 2008/2008R2/2012
8	Commercial_Annexure_II - Sheet Name : Inventory Details	Laptop and PC Count	Can LIC specify the Operating System on these Laptops and PC's, with all the different OS versions please ?	Laptop - 90% Windows ; 7/8/10 - 10% RHEL ; 5.x/6.x/7.x PCs - 70% RHEL ; 5.x/6.x/7.x - 30% Windows ; 7/8/10
9	Page-16 Point 8	Implementation of ITAM solution in LIC	LIC To clarify if they have ITAM and patch management processes in place or Bidder/OEM are supposed to formulate processes for them based on inputs from concerned departments	No process in place as of now. The Bidder/OEM needs to formulate process based on inputs from concerned teams of LIC.
10	Page -33; Point 6	Exclusions from Downtime Calculations	How are we going to measure the downtime of system. Do we need to provide a monitoring tool or we will use existing monitoring tool of LIC.	Existing Monitoring Tool of LIC will be used.
11	Annex 1, pt 9	Ability to generate alerts in form of email/SMS on predefined events/thresholds	Which type of threshold being discussed here?	Eg - HDD capacity 4/5ths full, or mail for any pre-defined activity like patch pushing, etc.
12	Annex 1, pt 20	The solution should have the capabilities to manage device compliance management as per the corporate security policies.	Please share more details on corporate security policies	Eg - USB disabling, Port disabling, etc.
13	Annex 1, pt 39	Integration with existing procurement systems through API or other integration mechanisms	Please share details of existing procurement system	It is a PHP/MySQL based module having integration with Hardware Inventory Module.
14	Annex 1, pt 40	The solution have the capability to include any custom tag parameter for devices as required by LIC and generate reports.	Which type of custom tag LIC is looking for?	Our own Asset Classification Number.
15	Annex 1, pt 49	Provide workflow to allow users to request software for which they are not entitled.	Is LIC looking for service catalogue?	Not required.
16	Annex 1, pt 55	Provides checkpoint restart/file transfer failure recovery.	Need to understand more details on the same	File should be recovered properly in case of failure
17	Annex 1, CMDB	Request to consider the corresponding clarification	Should have the ability to stitch business service, business applications, servers and network topology in one screen	Not required.
18	Annex 1, Patch management for servers	Request to consider the corresponding clarification	Should support automated enforcement of policies through fully automated check and remediation process	Not required.
19	D. SCOPE OF WORK, point 1-d	The Bidder/OEM has to act as technical-advisor to LIC for Cloud setup	Is requirement to have cloud based solution or on-prem	On premises. The Bidder should assist LIC in integrating the Solution into a Cloud based setup, when the LIC Private Cloud is in place
20	D. SCOPE OF WORK, point 6	Onsite Installation and implementation of the solution. In LIC, all windows machines are under Active Directory Services and for Linux machines the same is going to be implemented in future.	Expected/Tentative timeline for Linux machines	Will be done shortly

21	F. APPOINTMENT OF L2 ENGINEERS IN CENTRAL OFFICE_MUMBAI :	Shift hours Number of L2 engineers 9.00 am to 9.00 pm 2	Assumption is that resources are to be deployed only during LIC business days .	LIC business days. In case of business exigencies, the Engineers may be required to come.
22	F. APPOINTMENT OF L2 ENGINEERS IN CENTRAL OFFICE_MUMBAI : Point -g	The Vendor will also have to earmark an Offsite L3 hardware engineer/Remote Support	Can we help quantifying this in number of man days per year (for example 40 Man days) , so that bidders can propose accordingly.	As and when required, L3 support may be needed.
23	3. Commercial Bid Evaluation Two Stages i.e.: Commercial Bid Opening and ORA: Point d	The estimated quantities mentioned in the Commercial Bid document are indicative only. However, the actual quantities and requirement of Engineers may differ at the time of issuing Purchase Order, depending on the circumstances, prevailing at that time.	Can you please limit the variations to some percent value for example (+ - 5%)	No change.
24	G. ELIGIBILITY CRITERIA: 2. Technical Bid Evaluation	POC will be done in LIC premises based on the proposed solution of the bidder.	Can you share POC scope (how many laptops/desktops etc.) and deliverables. Does bidder need to plan for POC hardware too.	The details will be shared with the bidders in time before POC is done. POC Hardware is to be planned for the no of assets to be monitored.
25	Commercial_Annexure_II - Sheet Name : Inventory Details	Server, Laptop and PC Count	Please share count of all assets in scope for Assets management and patching with OS/model details.	>100000 count with 70% RHEL and 30% windows
26	Page 15	The scope of work includes understanding the requirement , customizing and providing the deployment architecture of proposed solution, supply, installation and commission the Software Solution and Hardware at respective sites, document the solution, train & provide support to candidates nominated by LIC for obtaining certification, with OEM support.	Our Understanding is that the Bidder have to do the requirement analysis and recommend the Solution including Hardware and software. How many days are given for this initial requirement analysis ?	This is as mentioned in the Scope of Work
27	Page 15	The primary site will be in Vile Parle DC. Location of Near DR shall be named later . The successful bidder's engineers/officials may have to visit data centers of the above 2 sites, as and when required.	Do LIC require Infra in DR site ? What is the DR Policy ? What is the Backup Policy ? Do we have to include the Infra for DR and Backup in this proposal ?	1) DR at Pune 2) Infra same as in DC setup(Primary) 3) No separate Infra required as backup may be integrated with the Cloud Setup presently under process.
28	Page 14	Bids shall remain valid for 210 days after the date of bid opening prescribed by LIC, in the Activity Schedule	This is on the higher side. No OEM Vendor provides this much long validity. Kindly change this to max 180 Days of validity post commercial closure.	No change.
29	Page 20	Hardware item with new technology / new model, not previously purchased by LIC, may be subject to technical evaluation at our end(including conducting a POC and Presentation for the proposed solution at no cost to LIC) for such new models/ technology before opening of commercial bid. LIC may reject any such model without assigning any reason and LIC's decision in this matter will be final.	Our Understanding is that, THE bidder have to will conduct POC in LIC Premises ; and the Infrastructure for the POC will be provided by LIC for the POC . Bidder will Recommend the Specification of required Server,Storage,OS,DB,Virtualisation ..etc. to run the recommended tool. Please correct if our Understanding is wrong.	No. It will be in LIC premises but the Bidder will have to propose POC Hardware.
30	Page 19 Eligibility criteria, point	The bidder should have presence with own offices or Service Centres in all the Zonal Office Locations and Mumbai.	We request to remove this point from EC . No bidder would be having office at all the zonal locations or service centre tie up without any existing client. Alternatively a condition in RFP SLA can be mentioned that the successful bidder should have either office or service centre in all the zonal office location of LIC to service LIC without interruption.	Either Own offices/Service Partners can be appointed for this purpose.
31	Page 15	The Bidder/OEM has to act as technical-advisor to LIC for Cloud setup by way of evaluation, demonstration, etc. as and when required by LIC, submit findings/reports to LIC and give suggestions/recommendations, whenever required	Our Understanding is that, the Hardware recommended should be cloud ready for future . Please correct if our Understanding is wrong	AS ABOVE
32	D. SCOPE OF WORK: Point 2	Complete automation of IT client management processes including discovery and inventory, advanced analytics, software delivery, remote desktop control, patch management and system migration	System Migration is usually a third party utility which is not offered by most ITAM or Patch mgmt solutions. Request to remove "System Migration" part of the requirement.	Asset data of In-house Module has to be integrated with the proposed Solution.
33	D. SCOPE OF WORK: Point 3	Single web based reporting interface that enables meaningful reporting capabilities across products/data sources (i.e. service desk, asset inventory, etc.)	Different solutions will be required by any OEM to deliver all the functionality required by LIC. These solutions have their respective reporting tool separately which will not be possible to offer in single reporting interface. This may be a feature offered by a specific vendor. Request to remove this requirement.	web based reporting interface that enables meaningful reporting capabilities across products/data sources (asset inventory, patches,etc.)
34	D. SCOPE OF WORK: Point 5	The OEM must have a roadmap/vision for LIC with respect to the end-user desktop management journey.	Please elaborate this requirement. The global OEMs develop their solutions as required by most of the customers globally and not a particular customer. Hence cannot have a roadmap/vision for a particular customer. Request to remove this requirement.	AS ABOVE
35	G. ELIGIBILITY CRITERIA: 10	In case the bidder is not OEM, the OEM should provide full support(back to back support) in implementation of the project and during the Warranty period of 5 years	This will need a separate engagement OEM. We request LIC to consider a involvement of OEM to manage the implementation project instead of OEM's implementation resource.	No change.

36	Annexure - I - Sr. No.2	The solution should have capability to discover peripheral network devices like printer,scanners ,any ip devices across all locations	Please clarify if these devices are standalone IP devices or they are connected to the PC? If these are standalone devices, this will need additional monitoring tools and hence request to remove this requirement and provide the details of these devices in Excel sheet for uploading to ITAM solution	Any Connected IP Based Device
37	Annexure - I - Sr. No.3	Solution should allow to group end-user laptops/desktops/servers based on their IP Range, OS, hardware configuration, uptime, resource utilization etc.	The inventory/patch mgmt or ITAM solutions usually do not offer functionality to capture uptime or resource utilizations of the computers. These are monitoring solutions' functionality. Please remove "uptime or resource utilizations " part from this requirement.	No change. It is our requirement.
38	Annexure - I - Sr. No.6	MIS Reporting for Asset inventory,Patching,Utilization etc as per requirements	The inventory/patch mgmt or ITAM solutions usually do not offer functionality to capture the utilizations of the computers. These are monitoring solutions' functionality. Please remove this part of the requirement.	No change. It is our requirement.
39	Annexure - I - Sr. No.7	Solution should provide a Single web based reporting interface that enables meaningful reporting capabilities across products/data sources (i.e. asset inventory, etc)	Different solutions will be required from any to deliver all the functionality required by LIC. These solutions have their respective reporting tool separately which will not be possible to offer in single reporting interface. This may be a feature offered by a specific vendor. Request to remove this requirement	No change. It is our requirement.
40	Annexure - I - Sr. No.9	Ability to generate alerts in form of email/SMS on predefined events/thresholds	Please describe the SMS gateway LIC has. Also, please let us know which email system is being used at LIC	Will be informed to the Successful bidder
41	Annexure - I - Sr. No.18	Tracking of configuration changes of assets	The inventory/patch mgmt or ITAM solutions usually do not offer functionality to capture/track the configurations of the computers. These are monitoring solutions' functionality. Please remove this requirement.	No change. It is our requirement.
42	Annexure - I - Sr. No.29	The solution should enable pro-active management of patches as well as handle emergency rollouts, Gap assessment, compliance, vulnerability & conflict analysis.	This seems to be a OEM specific terminology. Please remove this point.	No change. It is a generic requirement.
43	Annexure - I - Sr. No.38	The solution should discover and monitor the hardware utilization of the desktops like cpu,memory,disk space etc and report it at the central server.	The inventory/patch mgmt or ITAM solutions usually do not offer functionality to capture utilization of components of the computers. These are monitoring solutions' functionality. Please remove this requirement.	No change. It is our requirement.
44	Annexure - I - Sr. No.42	The solution should supports IPv6, the next generation Internet layer protocol.	Most of the IT Asset Mgmt solutions, which are part of the total solution to for this RFP bid, need to get data from discovery tools and work on the discovery data uploaded to them. and hence do not need to reach out to any devices over network. Hence they do not need to IPV6 compliant. Please remove this requirement	Our requirement is that the solution should be capable of discovering IPv6 based assets.
45	Annexure - I - Sr. No.48	Can leverage the local PC as a software distribution point for a subnet; has an election mechanism to identify the best candidate to be the distribution point, and can control the number of concurrent sessions.	Please note that the the computer assigned as "distribution point"should be working throughout and hence a server class machine is preferred. Or the PC should be kept "on" throughout. Please rephrase the requirement accordingly.	The Local PC will be kept ON till the functionalities of the ITAM solution are completed for the day.
46	Annexure - I - Sr. No.53	Policy based management; Inventory scan can compare compare the desired baseline with the actual baseline, and automatically pull down any applications, patches and service packs that are not present on the client.	This is not IT Asset Mgmt or patch mgmt solution functionality. This is a monitoring solutions' functionality. Please remove this requirement.	No change. It is our requirement.
47	Annexure - I - Sr. No.56	Can enable an expiration, where the distribution is no longer made available to the client after a specified date.	Please elaborate this requirement.	The solution should be able to disable/bar a software to be distributed, if it is beyond a specified date.
48	General		Please provide following information which is required for implementation planning: 1> Details of all LIC offices with address 2> Number of computers in each office 3> Details of software vendors and details of their license agreement with LIC for which we need to implement license compliance solution.	1) All Zone-wise DO-wise Locations will be provided. 2) The spread of assets is approx. 3-5 in SOs, 15-25 in smaller BOs, 35-50 medium size BOs, 50-70 in big BOs, 100-200 in DOs, 200-400 in ZO nad around 800-1500 in CO, Mumbai. Total no of approx. assets is mentioned in the Commercial Annexure. 3) The software License details will be shared with the Bidder during Implementation.
49	Section no. 9 & Page no. 9	9. Earnest Money Deposit of INR 15 Lacs. By Way of DD INR 5 Lacs and By way of BG INR 10 L	We request LIC to allow to submit the entire EMD value in the form of a Bank Gurantee in stead of 2 modes in DD and BG form for different values.	No change
50	Section no. 10 U & Page no. 11	u) In case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, a penalty of Rs. 10,000/- will be charged and recovered from the EMD.	Request LIC to kindly remove this charge to be recovered as there are no clear guidelines on non compliance. Kindly consider our request for removal of this charge	No change
51	Section 8 & Page no. 25	8. Pricing & Taxes	Do we consider this as Our Price will be exclusive of any Taxes and Levies. The same can be discussed. As there are no taxes, duties, levies applicable ...Can we consider our pricing to be exclusive of taxes and duties and except GST applicable norms	Pricing is Exclusive of GST. GST and/or other Taxes in vogue to be paid to the Government shall be payable to the Vendor.
52	Section 10 & Page no. 26	10. Repeat Orders:	We request LIC to place any repeat order for additional requirement through Project Change Request (PCR)	Orders will be placed in LIC's Purchase Order Module

53	Section 16 & Page no. 28	16. Payment Terms:	We would like to propose the following payment terms:- a) 2 % LPF b) Quarterly in advance c) OTC to be paid in advance, within 30 days of signing the contract	No change
54	Section J & Page no. 30	J. SERVICE LEVEL AGREEMENT (SLA):	We request that SUM of all LDs/Penalties (independent of each other) does not exceed 5% of TCV.	Please see Corrigendum
55	Section 6 & Page no. 26	5. Conflict of interest & 6. Consequences of Termination of Selected Bidder	We would like to propose our standard clause for Conflict of interest and Termination	No change
56	Section 13 & Page no. 27	13. Pre installation survey and Acceptance Test on Delivery and Installation	Understanding is that LIC shall ensure that the site is meeting all requirements viz. power, earthing, temperature etc. as specified/certified by the vendor. We request removal of the following clauses:- 13 (a) 13 (b) 13 (d)	No change
57	Section C Instructions to bidders Subscetion 1 Qualification Criteria - page 6	Pre Contract Integrity Pact – This RFP is issued on the condition that only those bidders who submit a signed Pre-Contract Integrity Pact with LIC would be eligible to participate in the bidding. The “Pre Contract Integrity Pact” can be downloaded from our website: http://www.licindia.in/getattachment/Bottom-Links/Download-Forms/LIC_Integrity_pact.pdf.aspx As per CVC Circular No 10/5/09 dated 18.05.2009 of Standard Operating Procedure (SOP) under clause No 2.02. "Integrity pact, in respect of a particular contract, would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings." Bidders may refer: http://cvc.nic.in/iembank25022015.pdf Participation in this bid is strictly for single entity and no consortium or joint venture is permitted. Only the bidders who meet all the qualification criteria mentioned in Section “Eligibility Criteria” of this RFP are eligible to participate in the RFP.	IBM requesting the following changes to the integrity pact - (a) Section 4 Previous Transgressions - IBM India can sign upto no transgressions within India in the last three years. However it is this applicatble to IBM entity in local country. (b) Section 5 EMD - If it is proved in a court of a competent jurisdiction that the Bidder/ Contractor has committed a transgression under this Integrity Pact, the Principal has the recourse as detailed under this section. Section 6 Sanctions for violations - we accept upto subscetion 3 with the below addition - To immediately cancel the contract, if already signed along with payment for the goods and services delivered up to the effective date of termination. We requeust deletion of of subsection (iv), (v), (vi), (vii) and (viii). (c) We request deletion Section 7 Fall clause. (d) Under Section 8 Independent Monitors and Section 9 Facilitaion of Investigation- please note that they can have access to only project related documentation and the same shall not include books of accounts in case of facilitation of investigation	No change
58	Section 2 Terms and Conditions Page 6	Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the Annexure(s), clarifications/ corrigendum(s) issued, if any, will be contractually binding on the bidders and no separate agreement shall be entered into with the Selected Bidder.All the terms and conditions and the contents of the RFP along with the Annexure(s), clarifications/ corrigendum(s) issued will form the part of the purchase orders/any resulting contracts, to be issued to the selected Vendor from time to time as an outcome of this RFP Process.	We request that bidders should be allowed to provide their deviations to RFP conditions which should be discussed and agreed upon before the commercial bids are opened and bidder is shortlisted. A clear process for such discussion should be provided in the tenders to avoid any preferred treatment to a bidder. If parties are unable to converge on the deviations, the bidder should be declared as unsuccessful bidder without any commercial implications like EMD/ PBG forfeiture or otherwise like blacklisting/debarment. Bidder and Client will sign only mutually agreed terms which will be bindin gon both parties. We request you to appropriately modify the text of these sections	No material deviation shall be permitted. Deviations, if any, should be clearly justified and should meet the specified requirement with relevant documentation. LIC, at its sole discretion, may/may not accept the deviation and will evaluate the same on its merit and suitability to the specified requirement.
59	Terms and Conditions - Section 7 PBG Page 25	iv. The PBG / part thereof may be invoked for an amount that will be decided by LIC, when the bidder backs- out of any of his obligations as per this RFP, including refusal to take up / renew AMC for the equipment supplied.	We request that PBG should be forfeited only of the bidder fails to perform under the agreed scope of work	No change

60	Terms and Conditions - Section 8 , Page 25	Section 8 -Pricing and taxes a) Bids shall be inclusive of all taxes, duties, levies etc., but exclusive of GST as applicable. b) Vendor will be entirely responsible for upfront payment of all applicable taxes like GST, License fees, road permits etc. in connection with delivery of products at site. c) A declaration may be given by LIC to Vendor to the effect that the goods are as per our requirements for our own use and are not meant for any resale or for any manufacturing or packing of any goods for sale. d) GST shall be mentioned in the Invoices and payments will be made as per invoices submitted. GST wherever applicable, shall be mentioned in the Invoices submitted and shall be reimbursed as per actuals on production of the original receipt in proof of having paid the said taxes on behalf of LIC. In case concrete evidence of having paid the appropriate taxes is not submitted within a maximum period of two months from the date of payment of the taxes, the vendor will not be eligible for any reimbursement on this count. e) The Vendor should not, under any circumstances, request for an increase in the prices once prices are approved by LIC. No price variation relating to increases in Government levies/ taxes/ cess/ customs duty & excise duty including any newly introduced taxes shall be permitted	We request LIC to pay GST, based on invoices submitted. It is not possible to provide proof of having paid these taxes as part of the GST will be paid through utilization of input credit and not in cash. Further tax receipt will be for the entity as a whole for a particular GST registration number. It would be unfair for LIC to keep our payment pending because of this. We request omission of portion highlighted in Red. Also, LIC would need to bear increase in prices due to increase in taxes or introduction of new taxes as this is statutory levy by government and not under IBM's discretion.	LIC will abide by the GST Rules in Vogue.
61	Section J - Service level Agreement Page 30		We request for the addition of the below language: Notwithstanding anything stated to the contrary, the aggregate of all penalties and liquidated damages under this Contract shall not exceed 10% of the Total Contract Price. Any penalty shall be levied only for reasons solely attributable to the Vendor. Penalty shall constitute the company's sole and exclusive remedy against the Vendor for such defect/delay and shall aggregate under the direct damages cap.	no change
62	Section L - 2 Transportaion and Insurance Page 33	The vendor shall be required to deliver the goods and services to the various locations of LIC across the country as specified in the Purchase Order. Transportation of goods shall be arranged and paid for by the Vendor at no extra cost to LIC. The goods supplied shall be fully insured by the Vendor at their cost against loss or damage incidental to manufacturer or acquisition, transportation, storage, delivery and operation. The insurance should indemnify LIC against all damages that would have occurred till 15 days beyond the date of delivery of Hardware to LIC Office. Should any loss or damage occur, the Vendor shall: i. Intimate and pursue claim with the Insurance Company till settlement and ii. Make arrangements for replacement of any damaged item(s), within 15 days, irrespective of the settlement of claim by the Insurance Company.	We request the following clause with addition of the language (highlighted in red): The vendor shall be required to deliver the goods and services to the various locations of LIC across the country as specified in the Purchase Order. Transportation of goods shall be arranged and paid for by the Vendor at no extra cost to LIC. The goods supplied shall be fully insured by the Vendor on Client's behalf until delivery to Client's location. Client must report any loss in writing to IBM within 10 business days of delivery and follow the claim procedure.	no change
63	Section L - 3 Force Majeure Page 34		Please note that we request below addition - In no event shall any payment obligations of LIC be excused and Bidder shall be paid for all Services provided under the Contract.	No change.

64		II. The indemnities set out in Clause 4.I above shall be subject to the following conditions: i. LIC, as promptly as practicable, informs the Vendor in writing, of the claim or proceedings and provides all relevant evidence, documentary or otherwise; ii. LIC will, at the cost of the Vendor, give the Vendor all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; iii. vendor shall have sole control of the defense if the Vendor does not assume full control over the Defense of a claim as provided in this Article, the Vendor may participate in such Defense at its sole cost and expense, and LIC will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of LIC will be included in losses to be indemnified by the vendor; iv. LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Vendor; v. all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of LIC, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff or all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; vi. LIC will account to the Vendor for all awards, settlements, damages and costs (if any) finally awarded in favour of LIC which are to be paid to it in connection with any such claim or proceedings; vii. LIC will take steps that the Vendor may reasonably require to mitigate or	We suggest the following clause:- II. The indemnities set out in Clause 4.I above shall be subject to the following conditions: i. LIC, as promptly as practicable, informs the Vendor in writing, of the claim or proceedings and provides all relevant evidence, documentary or otherwise; ii. LIC will, give the Vendor all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; iii. Vendor shall have sole control of the defense. iv. LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Vendor; v. all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of LIC, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff or all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; vi. LIC will account to the Vendor for all awards, settlements, damages and costs (if any) finally awarded in favour of LIC which are to be paid to it in connection with any such claim or proceedings; vii. LIC will take steps that the Vendor may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and ix. if a Party makes a claim under the indemnity set out under this Clause above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).	No change
65	Section L - 5 Limitation of Liability page 35		IBM wishes to propose the following clause and understanding in respect of limitation of liability: Notwithstanding anything stated to the contrary in the RFP and regardless of the nature of claim, Bidder's aggregate liability for direct damages under this Contract shall not exceed the charges paid by Customer to Bidder for the individual product or service that is the subject of claim (if recurring, twelve months charges apply). This limit shall not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which Bidder is legally liable. The Bidder shall in no event be liable for indirect, consequential, incidental or special damages, loss of/damage to, data and third party claims, even if Bidder has been advised of possibility of such damages.	no change
66			Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other. Assignment of IBM rights to receive payments and by IBM in conjunction with the sale of the portion of IBM's business that includes the product or service is not restricted.	no change
67	Section D : Scope of Work	Clause 1 : Primary Site at Vile Parle DC, Location of Near DR shall be named later.	1. By when can we get to know about the Near DR site. It would also be important to know the type of connectivity between Primary DC and Near DR.	as mentioned above. Connectivity through Leased Line of 45Mbps is proposed.
68	Section D : Scope of Work	Clause 1 : The bidder is expected to monitor the solution during the warranty and AMC period.	Will the selected vendor require to deploy monitoring solution as well as management of underlying hardware and software for the proposed AM & PM solution or will LIC provide its monitoring tools to do so.	Monitoring has to be in place for the entire project period. Bidder may propose suitable solution.
69	Section D : Scope of Work	Clause 1.A : Bidder to prepare integration plan	Which tools or systems are the proposed solution to be integrated with ?	Integration Plan is with respect to the existing Asset Data generated by our in-house Modules.
70	Section D : Scope of Work	Clause 1.B : Compliance to CVC/DFS/MeitY and other regulatory guidelines including IRDAI	LIC current infrastructure would be in compliance to the mentioned guidelines. Vendor can deploy the solution and then implement policies based on the internal IT security policy of LIC.	This is for proposed solution only
71	Section D : Scope of Work	Clause 1.D : Bidder to act as technical advisor to LIC for cloud setup by way of evaluation, demonstration etc when required	What are LIC plans to move to cloud ? Is there any definitive timeline or road-map to move to cloud. Is LIC looking only to move this proposed solution into the cloud or is intending to move its IT infrastructure	Plans to move to Cloud in future as Cloud project is under process.
72	Section D : Scope of Work	Clause 1.E : The bidder shall also provide monitoring and on-site support as per the details specified in the RFP.	Is LIC expecting the bidder to provide monitoring and administrative support for entire solution including the underlying hardware and Software like OS, DB etc ?	Yes.
73	Section D : Scope of Work	Clause 2 : Complete automation of IT client management.	What is the expectation in advanced client management ? What is the scope of system migration ? Scope is not clear.	Integration/Migration Plan is with respect to the existing Asset Data generated by our in-house Modules.

74	Section D : Scope of Work	Clause 3 : Single web based reporting interface that enables meaningful reporting capabilities across products/data sources (Service Desk, Asset Inventory)	Understanding is that the proposed solution need to be integrated with current service desk and reporting tool deployed and operational at LIC.	as mentioned above.
75	Section D : Scope of Work	Clause 5 : The OEM must have a roadmap/vision for LIC with respect to the end-user desktop management journey.	Should end user desktop management be considered as part of scope of this solution or should be excluded and be treated as a separate project	The Bidder can suggest the future technology post-completion of the project.
76	Section D : Scope of Work	Clause 6 : There is no standardization in Administrator login for machines (which may be required by proposed solution)	Standardization of Administrator Login or any other login id for users/administrators is part of ID management process and does not form part of Asset Management and Patch management. Understanding is ID management be considered in scope of solution, more details about users, their types, access policies are required for solution build	The Bidder has to co-ordinate with the AD/LDAP team regarding this scope of work. LIC will facilitate the meeting.
77	Section D : Scope of Work	Clause 6.A : Ensure unique hostname for each end-user desktop	This is part of desktop and computer account management at enterprise level and does not fall under Asset Management or Patch management. Understanding is that the hostname are not standardized in LIC and should be considered as part of Solution.	The Bidder has to co-ordinate with the AD/LDAP team regarding this scope of work. LIC will facilitate the meeting.
78			is there an active directory server or any LDAP solution implemented in LIC, which bidder can improvise ? If not bidder can propose the entire solution.	The Bidder has to co-ordinate with the AD/LDAP team regarding this scope of work. LIC will facilitate the meeting.
79	Section D : Scope of Work	Clause 6.B : Create Unique user-id with required privileges for each end-user.	Understanding is that ID management process does not exist in LIC and has to be included in the solution. This how-ever does not form the part of Asset Management or Patch Management, but will be a new process introduced in LIC IT Infrastructure End -users. Need clarity if this needs to be done on Data Center and DR infrastructure as well	The Bidder has to co-ordinate with the AD/LDAP team regarding this scope of work. LIC will facilitate the meeting.
80			is there an active directory server or any LDAP solution implemented in LIC, which bidder can improvise ? If not bidder can propose the entire solution.	The Bidder has to co-ordinate with the AD/LDAP team regarding this scope of work. LIC will facilitate the meeting.
81	Section D : Scope of Work	Clause 6.C : Change current password for root/administrator users and keep the same confidential	Understanding is that ID management process does not exist in LIC and has to be included in the solution. This how-ever does not form the part of Asset Management or Patch Management, but will be a new process introduced in LIC IT Infrastructure End -users. Need clarity if this needs to be done on Data Center and DR infrastructure as well	The Bidder has to co-ordinate with the AD/LDAP team regarding this scope of work. LIC will facilitate the meeting.
82	Section E : General Architecture Details	Present Architecture	Need entire baseline including desktops,laptops, network switches, routers, firewalls, printers, scanners at each branch, regional, zonal offices and head offices to be included into the solution.	Will be informed to the Successful bidder
83	Section F : Appoint of L2 Engineers in Central Office	Clause 3.B : Background check on CV may be carried out by LIC and if rejected, vendor will have to provide	is there an additional need of background check to be done by LIC, if the engineer is already on bidder's payroll and has undergone BGC during the hiring process	This is just as a precautionary measure.
84	Section F : Appoint of L2 Engineers in Central Office	Clause 3.B : Background check on CV may be carried out by LIC and if rejected, vendor will have to provide	1. Why would LIC need to interview the candidate, when the candidate is already on the Payroll on the bidder and has requisite experience in managing the product solution	This is just as a precautionary measure.
85	Section F : Appoint of L2 Engineers in Central Office	Clause 3.B : Background check on CV may be carried out by LIC and if rejected, vendor will have to provide	Penalty clause has a conflict of interest in favour of LIC.	This is just as a precautionary measure.
86	Section F : Appoint of L2 Engineers in Central Office	Clause 4.A : Role of L2 engineer . The proposed engineer will proactively monitor the servers using alerts generated by management sw installed in the servers.	Conflicts with the role of a server administrator and a tool administrator. Need clarity whether there is a monitoring solution deployed in LIC, which will also be implemented in the servers proposed as part of the AM and PM solution or If bidder has to propose one. Typically a server administrator works and fixes the server related alerts and tools administrator works on tools related alarms. Please clarify that the scope of the statement is limited to tools alerts and not server alerts	Monitoring has to be in place for the entire project period. Bidder may propose suitable solution. The Role of L2 engineer has to monitor the alerts and take suitable action in response.
87	Section F : Appoint of L2 Engineers in Central Office	Should be in the salary roll of OEM/Vendor	The qualified resource should be under the governance of the OEM/Vendor	No change. Vendor/OEM can supply the qualified resource engineer.
88	Section I : Terms & Conditions	Clause 14. Deliverables and Timelines	Typical hardware delivery lead time by OEM is 60 days. Who will bear the penalty ? Bidder or the Hardware OEM ? If it is hardware OEM, then this should be excluded from the scope of RFP.	no change.
89	Section I : Terms & Conditions	Clause 16 : Payment terms, Hardware related payments	Since LIC is going to place orders for hardware directly to OEM, these clauses need to be excluded from RFP.	Purchase Orders will be made in the name of Bidder/vendor
90	Section J : Service Level Agreement	1. Hardware proposed at Zo/DO/BO	SLA to be excluded from RFP, since bidder is only suggesting the specifications. Procurement is done by LIC and will have a direct SLA with Hw supplier.	Hardware is also to be proposed by the Bidder.
91	RFP Main Document ; Page 19, G - Eligibility Criteria	Gartner Reference of Leaders Quadrant	Confirmation that LIC would require the Gartner Quadrant from all OEM's for ITSSM (CMDDB). The proposed OEM should be in Leaders Quadrant for the last 5 years.	No change.
92	Eligibility Criteria - Page 19 ; Point 4	The Bidder should be in a business of supply, delivery, installation, configuration, maintenance and support of Asset Management Solution/Hardware supply and servicing business in India for the last three Financial Years, i.e., 2016-17, 2015-16, 2014-15	Request LIC to modify the clause as " The Bidder /OEM should be in a business of supply, delivery, installation, configuration, maintenance and support of Asset Management Solution/Hardware supply and servicing business in India for the last three Financial Years, i.e., 2016-17, 2015-16, 2014-15 "	No change. The idea is that the bidder should have implementations with the proposed OEM.
93	Eligibility Criteria - Page 19 ; Point 7	The bidder should have presence with own offices or Service Centres in all the Zonal Office Locations and Mumbai.	Request LIC to provide the Zonal office address for mapping our office / service centre	Service Partners can be appointed.
94	Page 13, 12.a	The quantities are indicative and may vary to the extent of +/- 15% of Part-I items. However, the actual quantities will be as reflected in the Purchase Orders.	Request LIC to reduce the variation to +/- 5%, as its totally OEM dependant clause on vendor	No change

95	page 14, 17	Bids shall remain valid for 210 days after the date of bid opening prescribed by LIC, in the Activity Schedule. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period. However, LIC reserves the right to seek bidder's consent for extension of the period of validity any time before the expiry of validity period as stated above.	Request LIC to reduce the validity period to 45 days, as its totally OEM dependant clause on vendor	No change
96	Page 22, 3.b	When the number of Technically Qualified Bidders are more than five, the technically qualified H1 bidder will be disqualified and eliminated from participating in online reverse auction, if his bid value as per the submitted commercial bid (indicative) is higher by more than 40% as compared to the average of quoted prices of all technically qualified bidders for all items in packages	Request LIC to delete this clause as its totally OEM dependant clause on vendor.	No change
97	Page 25, 7.i	and thereafter shall be renewed for AMC(10% of the AMC cost) and submitted to LIC every year one month before the expiry of the PBG for the maintenance of the supplied Hardware, till the hardware is given away as buyback	Request LIC to delete this clause	No change
98	Page 26, 9	The rates approved by LIC will be valid up to 31/12/2018. The selected bidder(s) should ensure that the hardware items quoted will be available for supply for Purchase Orders issued up to 31/12/2018. If, at any time during this period, those hardware items with the configuration quoted are not available, the vendor should supply hardware items with equivalent or higher configurations at the approved rates, subject to evaluation/ OEM certificate wherever required above	Request LIC to reduce this to 2-3 months as No OEM will support vendor for such a long price validity - considering the current dollar fluctuation due to national & international issue. Also its totally OEM dependant clause on vendor	No change
99	Page 26, 9	Similarly, the spares for all the hardware provided under the scope of this RFP shall be available for a period of seven years from the date of PO. LIC also reserves the right to reduce or extend the validity of approved rates for a maximum period of up to 180 days	Required OEM/Support confirmation	No Change
100	Page 27, 11.a	LIC Central Office at Mumbai will place orders for all Hardware requirements. However, payments will be made by the Central Office/respective Zonal Offices for which orders have been placed. Purchase Order will be placed only through LIC's Purchase Order Module.	Request LIC to confirm the release of payment, as clause no 16.a, pg # 28 mentions payment will be released by central office.	Depends on solution proposed. For the orders related to Zonal Offices, the payments will be released by the respective offices.
101	page 27, 11.c	Purchase Order for any Hardware may be issued by LIC in a staggered manner. Additional requirements may also come up during the validity/ extended period when new offices are opened. Additional requirements from existing offices may also come up for which Hardware will be purchased.	Required OEM confirmation on Staggered PO	No change. Depending on the implementation phases, the POs will be issued.
102	Page 30, J	The amount payable to the vendor for their services will be on quarterly basis QMC = Annual Maintenance Charges (AMC) / 4	Request LIC to provide more input whether it will be as advance or arrears	QMC in arrears.
103	Page 34, 2	The insurance should indemnify LIC against all damages that would have occurred till 15 days beyond the date of delivery of Hardware to LIC Office.	Request LIC to accept the transit insurance till the time of delivery.	No change
104	G-Eligibility Criteria - Point 7	The bidder should have presence with own offices or Service Centers in all the Zonal Office Locations and Mumbai.	Request LIC to change the qualification criteria to "The bidder should have presence with own offices in all Metros in India"	No change
105	SCOPE OF WORK: Page 15	The Bidder is expected to provide end-to-end solution for the project which will cover, but not limited to, supply, installation, implementation, migration/ integration, testing, training, support and monitoring the solution during the warranty and AMC period	What is expected under migration and integration ?	Migration/Integration will be required to integrate with the existing Modules/data
106	SCOPE OF WORK: Page 15	The Bidder shall also deploy requisite hardware and ensure its successful installation along with the integration of hardware, Network and other systems in a multi-vendor, inter-operable and cross-platform environment	Please specify what kind and level of integration is expected here?	The existing Network Bandwidth is 2 MBPS at the end-point level. Higher bandwidths are present from ZO-DO, ZO-CO, etc. The multi-vendor environment means that there are different vendors available for taking care of Network, Security Environment, etc.
107	SCOPE OF WORK: Page 16	Complete automation of IT client management processes including discovery and inventory, advanced analytics, software delivery, remote desktop control, patch management and system migration	What is expected under system migration ?	Migration/Integration will be required to integrate with the existing Modules/data
108	SCOPE OF WORK: Page 16	Integration with existing Modules developed by LIC (Web based module in PHP, MySQL) through APIs.	Please share all the existing module details where integration through APIs is required ?	Hardware Complaint Tracking Module, Vendor Portal, Purchase Order Module, etc.
109	Generic	Current tools	How LIC is managing the asset inventory and patch management as of now	By in-house modules.

110	Generic	DR/HA	Do we need to configure DR or HA for tools we will deploy?	DR setup is required at Pune which will be similar to DC setup.
111	Page 22 / clause 2 / Right to terminate the Process	As per RFP	To be added: Either Party shall have the right to terminate this Agreement at any time after providing a notice of 90 days. Further In the event of termination by customer, the Bidder shall be paid for the: 1. goods delivered 2. services rendered 3. work in progress 4. unpaid AMCs 5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts 5. unrecovered investments shall be paid by customer as per termination schedule till the date of	No change.
112	Page 22 / clause f	the selected L1-bidder backs out at any stage during the validity period of the RFP and also if the L1-bidder backs out from honoring the undertaking given as Part-B of Annexure-VI, then LIC may approach L2/ L3 bidders (as the case may be) at L1 prices approved by LIC. LIC will take a considered decision in this matter depending upon the circumstances and decision of LIC will be final. The EMD of the selected bidder shall be forfeited and the Bidder	the selected L1-bidder backs out at any stage during the validity period of the RFP and also if the L1-bidder backs out from honoring the undertaking given as Part-B of Annexure-VI, then LIC may approach L2/ L3 bidders (as the case may be) at L1 prices approved by LIC. LIC will take a considered decision in this matter depending upon the circumstances and decision of LIC will be final. The EMD of the selected bidder shall be forfeited and the Bidder	No change.
113	Page 23 / clause 3 / Disqualifications	As per RFP	Not acceptable request deletion. Legal to further comment.	No change.
114	Page 23 / clause 8 / Pricing & Taxes	a) Bids shall be inclusive of all taxes, duties, levies etc., but exclusive of GST as applicable. b) Vendor will be entirely responsible for upfront payment of all applicable taxes like GST, License fees, road permits etc. in connection with delivery of products at site. e) The Vendor should not, under any circumstances, request for an increase in the prices once prices are approved by LIC. No price variation relating to increases in Government levies/ taxes/ cess/ customs duty &	a) Bids shall be inclusive exclusive of all taxes, duties, levies etc., but and exclusive of GST as applicable. b) Vendor will be entirely responsible for upfront payment of all applicable taxes like GST, License fees, road permits etc. in connection with delivery of products at site. e) The Vendor should not, under any circumstances, request for an increase in the prices once prices are approved by LIC. No price variation relating to increases in Government levies/ taxes/ cess/ customs duty &	No change
115	Page 25 / clause 7iii	In case the selected bidder fails to submit performance bank guarantee even after the elapse of 28 working days from the time stipulated, it will be considered that the selected bidder has backed out. EMD of such bidder will be forfeited and the bidder will be blacklisted. LIC will go for retender.	In case the selected bidder fails to submit performance bank guarantee even after the elapse of 28 working days from the time stipulated, it will be considered that the selected bidder has backed out. EMD of such bidder will be forfeited and the bidder will be blacklisted. LIC will go for retender.	No change
116	Page 26 / clause 9	The rates approved by LIC will be valid up to 31/12/2018. The selected bidder(s) should ensure that the hardware items quoted will be available for supply for Purchase Orders issued up to 31/12/2018. If, at any time during this period, those hardware items with the configuration quoted are not available, the vendor should supply hardware items with equivalent or higher configurations at the approved rates, subject to evaluation/ OEM certificate wherever required and LIC's approval. Similarly, the spares for all the hardware provided under the scope of this RFP shall be available for a period of seven years from the date of PO. LIC also reserves the right to reduce or extend the validity of approved rates for a maximum period of up to	The rates approved by LIC will be valid up to 31/12/2018. The selected bidder(s) should ensure that the hardware items quoted will be available for supply for Purchase Orders issued up to 31/12/2018. If, at any time during this period, those hardware items with the configuration quoted are not available, the vendor should supply hardware items with equivalent or higher configurations at the approved rates, subject to evaluation/ OEM certificate wherever required and LIC's approval. Similarly, the spares for all the hardware provided under the scope of this RFP shall be available for a period of seven years from the date of PO. LIC also reserves the right to reduce or extend the validity of approved rates for a maximum period of up to	No change.

117	Page 26 / clause 10 / Repeat Orders	Beyond the validity period, ie, 31/12/2018 mentioned above, LIC reserves the right to place repeat orders for additional hardware and services on the same terms & conditions up to 30/11/2019 at prices which will be negotiable. Repeat Orders for Part-I items may be placed after the price validity period 31/12/2018. However for such orders the basis for negotiation (upwards/downwards) will be the dollar rate as on the date of the submission of the bid and the dollar rate on the date of negotiation, as well as, change in tax structure and rates (VAT, Service Tax etc. which are included in the invoice) and the quantities required. LIC will also take into account the downward revision of the product price. However, there will be no negotiations for the price if the Dollar rate variation is within the range of $\pm 5\%$ from the rate applicable on the date of submission of the Bid or last negotiation. If, at any time during the above period, those hardware items with the configuration quoted are not available, the vendor should supply hardware items with higher and compatible configurations at the same (approved/negotiated) rates, subject to evaluation and approval by LIC.	Beyond the validity period, ie, 31/12/2018 mentioned above, LIC reserves the right to place repeat orders upto +/-10% maximum of the quantity quoted as per RFP for additional hardware and services on the same terms & conditions up to 30/11/2019 at prices which will be negotiable. Vendor agrees to provide the increased quantity at the same terms and conditions. However additional prices shall be charged for the goods supplied over the contracted quantity. Repeat Orders for Part-I items may be placed after the price validity period 31/12/2018. However for such orders the basis for negotiation (upwards/downwards) will be the dollar rate as on the date of the submission of the bid and the dollar rate on the date of negotiation, as well as, change in tax structure and rates (VAT, Service Tax etc. which are included in the invoice) and the quantities required. LIC will also take into account the downward revision of the product price. However, there will be no negotiations for the price if the Dollar rate variation is within the range of $\pm 5\%$ 2% from the rate applicable on the date of submission of the Bid or last negotiation. If, at any time during the above period, those hardware items with the configuration quoted are not available, the vendor should supply hardware items with higher and compatible configurations at the same (approved/negotiated) rates, subject to evaluation and approval by LIC.	No change.
118	Page 27 / clause 13 / Pre installation survey and Acceptance Test on Delivery and InstallationOrders	LIC reserves the right to cancel the order in part or full in the event of serious discrepancy in hardware noticed after receipt of the Hardware. In such a case: a) LIC may cancel the entire purchase order and ask the Vendor to take the equipment back at the Vendor's costs and risks; and/or b) The Vendor shall have to replace the entire hardware consignment as per the committed specifications; and/or c) The Vendor will be required to replace the Hardware supplied with any of the other technically qualified Models. However, the new hardware should be delivered within delivery period as per the original Purchase order; and/ or d) The Bank Guarantee may be invoked to make good the loss or damage and/or. e) The Selected Vendor may be blacklisted for future in case serious violations are observed and LIC's	LIC reserves the right to cancel the order in part or full in the event of serious discrepancy in hardware noticed after receipt of the Hardware. In such a case: a) LIC may cancel the entire purchase order and ask the Vendor to take the equipment back at the Vendor's costs and risks; and/or b) The Vendor shall have to replace the entire hardware consignment as per the committed specifications; and/or c) The Vendor will be required to replace the Hardware supplied with any of the other technically qualified Models. However, the new hardware should be delivered within delivery period as per the original Purchase order; and/ or d) The Bank Guarantee may be invoked to make good the loss or damage and/or. e) The Selected Vendor may be blacklisted for future in case serious violations are observed and LIC's decision in this matter will be final and binding on the vendor.	No change
119	Page 28 / clause 14	Delivery: 45 days Installation: 25 days Penalty for delay in Delivery and Installation beyond 70 days* (per Day of cost of undelivered item)-@ 0.2% for delay up to 10 days and then @ 0.5% Maximum Penalty-15.0% of the Hardware Cost	Delivery: 45 days Installation: 25 days Penalty for delay in Delivery and Installation beyond 70 days* (per Day of cost of undelivered item)-@ 0.2% of the deefaulted portion of the PO value perweek for delay up to 10 days and then @ 0.5%	No change

120	Page 28 / clause 14	In case of delay beyond the maximum period of 20 days over and above the delivery and installation period as mentioned in the above Table E, the following action may be initiated: i. The order placed may be cancelled and communicated in writing to the Vendor, and even in case such decision for cancellation of order is taken by LIC, the penalty as mentioned in the above Table E (as applicable) will also be recovered from the vendor. ii. Deductions of penalty will be made from any amounts payable to the Vendor or by invoking the Performance Bank Guarantee. iii. Any other amounts that may become recoverable from the Vendor will be recovered from any available Bank Guarantee. iv. Recovery of further amounts over and above Bank guarantee will be subject to adjudication. v. In case the Vendor selected as per (v) above is prepared to supply the hardware, then he will have to submit the bank guarantee to the tune of 15% of the estimated PO value arrived at and all conditions as per RFP will become applicable to this Vendor also. vi. In case of cancellation of orders due to delay in deliveries/ installations, besides the penalty charged, the concerned Vendor may also be disallowed to participate in any RFPs as decided by LIC, period of which may extend up to three years. However, in all such cases LIC will take a considered decision in the matter and	In case of delay beyond the maximum period of 20 days over and above the delivery and installation period as mentioned in the above Table E, the following action may be initiated: i. The order placed may be cancelled and communicated in writing to the Vendor, and even in case such decision for cancellation of order is taken by LIC, the penalty as mentioned in the above Table E (as applicable) will also be recovered from the vendor. ii. Deductions of penalty will be made from any amounts payable to the Vendor or by invoking the Performance Bank Guarantee. iii. Any other amounts that may become recoverable from the Vendor will be recovered from any available Bank Guarantee. iv. Recovery of further amounts over and above Bank guarantee will be subject to adjudication. v. In case the Vendor selected as per (v) above is prepared to supply the hardware, then he will have to submit the bank guarantee to the tune of 15% of the estimated PO value arrived at and all conditions as per RFP will become applicable to this Vendor also. vi. In case of cancellation of orders due to delay in deliveries/ installations, besides the penalty charged, the concerned Vendor may also be disallowed to participate in any RFPs as decided by LIC, period of which may extend up to three years. However, in all such cases LIC will take a considered decision in the matter and LIC's decision will be final and binding on the bidder. Further, In the event of termination Customer shall pay for goods delivered and services rendered till the date of termination	No change
121	Page 28 / clause 15 / Site Not Ready	In case the site is not found ready for installation, the Vendor shall contact LIC Official. If it is concluded that the site is not ready due to any reason(s) attributable to LIC, then Vendor shall obtain a certificate from LIC for "Site Not Ready" as per the format generated through the LIC's Delivery & Installation Module. In this case, the delivery & installation payment due to the Vendor will not be held up for want of installation certificate. However, the Vendor has to submit an undertaking that as and when the site is ready, the vendor will report for installation within 3 days of being intimated that the site is ready and will complete installation within 2 weeks, ensuring integration of hardware with the other equipment(s) including the load balancer, loading of OS, Software for commissioning of the solution thereafter. If installation is not completed within the stipulated time-frame, penalty of 1% of the cost of those item(s) per day will be applicable from the 15th day of being intimated that the site is ready, subject to a maximum of 15% of the cost of those item(s). The penalty will be recovered from any amount payable to	In case the site is not found ready for installation, the Vendor shall contact LIC Official. If it is concluded that the site is not ready due to any reason(s) attributable to LIC, then Vendor shall obtain a certificate from LIC for "Site Not Ready" as per the format generated through the LIC's Delivery & Installation Module. In this case, the delivery & installation payment due to the Vendor will not be held up for want of installation certificate. However, the Vendor has to submit an undertaking that as and when the site is ready, the vendor will report for installation within 3 days of being intimated that the site is ready and will complete installation within 2 weeks, ensuring integration of hardware with the other equipment(s) including the load balancer, loading of OS, Software for commissioning of the solution thereafter. If installation is not completed within the stipulated time-frame, penalty of 1% 0.25% of the cost of those item(s) defaulted items per day week will be applicable from the 15th day of being intimated that the site is ready, subject to a maximum of 15% 3% of the cost of those item(s) defaulted portion. The penalty will be recovered from any amount payable to vendor in this contract including invoking of the	No change

122	Page 28 / clause 16 / Payment Terms	d) 50% of the payment will be made on delivery of the Hardware and submission of Invoice cum delivery Challan duly printed on the vendor's own letter head, which should contain description of hardware and machine serial numbers invariably and signed by LIC's officials with name, designation, date and stamp and Octroi receipt (if any) or the Delivery Report (DR) which is generated online from LIC's Module and Octroi receipt (if any). e) 30% payment will be made on installation, Acceptance Test and Go Live (completion of entire scope of work activity to make the hardware ready for use) of Hardware delivered. The Installation Report (IR) will be generated online from LIC's Module at the location where hardware installation has been done and the installation details generated online will be available in the Payment Module of LIC which will be considered for release of installation payment on receipt of claim for Installation Payment, from the Vendor. There is no need for submission of hard copy of the installation report. f) Balance 20% after six months from the date of issuance of certificate of successful commissioning and implementation of the project. g) The breakdown charges if any, during the warranty period of five years accumulated will be recovered from any	d) 50% 90% of the payment will be made on delivery of the Hardware and submission of Invoice cum delivery Challan duly printed on the vendor's own letter head, which should contain description of hardware and machine serial numbers invariably and signed by LIC's officials with name, designation, date and stamp and Octroi receipt (if any) or the Delivery Report (DR) which is generated online from LIC's Module and Octroi receipt (if any). e) 30% 10 % payment will be made on installation, Acceptance Test and Go Live (completion of entire scope of work activity to make the hardware ready for use) of Hardware delivered. The Installation Report (IR) will be generated online from LIC's Module at the location where hardware installation has been done and the installation details generated online will be available in the Payment Module of LIC which will be considered for release of installation payment on receipt of claim for Installation Payment, from the Vendor. There is no need for submission of hard copy of the installation report. f) Balance 20% after six months from the date of issuance of certificate of successful commissioning and implementation of the project. g) The breakdown charges if any, during the warranty period of five years accumulated will be recovered from any amount payable to the Vendor under this contract or by invoking the Performance Bank Guarantee available with LIC.	No change
123	Page 30 / clause J - SLA	As per RFP	Maximum aggregate penalties to be capped at 3% of the total contract value of the defaulting/delayed deliverables/services.	No change
124	Page 31 / Chart of Penalties	As per RFP	to be added: Maximum penalties to be limited to 3% of the cost of the defaulted portion.	No change
125	Page 34 / clause 4 - indemnity	As per RFP	request to delete	No change
126	Page 34 / clause 5 - Limitation of Liability	As per RFP	Liability to be capped to 3 months' contract value	No change
127	Page 35 / clause 6 / Consortiums or sub-contractor	No consortium bidding is allowed. LIC will not consider joint or collaborative proposals that require a contract with more than one prime Vendor. Bidder need to fulfill all the eligibility criteria and technical evaluation criteria in its individual capacity unless mentioned otherwise.	Not acceptable request deletion.	No change
128	Page 36	Violation of NDA will lead to forfeiture of performance Bank guarantee and additionally will lead to legal action and blacklisting.	Violation of NDA will lead to forfeiture of performance Bank guarantee and additionally will lead to legal action and blacklisting.	No change
129	Page 43	As per RFP	Request to delete clauses 3.12, 3.13, 6.1.iv and 7 OR request approval to submit a letter of understanding along with PCIP in its current form.	No change
130	Page 53 - Annexure V - Undertaking for Warranty and AMC	We hereby accept all the Term & Conditions of the RFP and extend complete warranty for the hardware for a period of Five years from the date of installation and Two years AMC thereafter as per the terms and conditions stated in the RFP document referred above.	We hereby accept all the Term & Conditions of the RFP, read together with our deviations and extend complete warranty for the hardware for a period of Five years from the date of installation and Two years AMC thereafter as per the terms and conditions stated in the RFP document referred above.	No deviation permitted.
131	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 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.	No change
132	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 bidder's shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. 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	No change
133	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.	No change

134	Saving Clause	Clause not present in RFP	bidder's's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent bidder's performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	No change
135	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 bidder's within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that bidder's shall have 15 days time to correct in case of any rejection by Customer.	No change
136	Limitation of Liability	Clause not present in RFP	Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of bidder's for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be limited to 25% of the annual contract value.	No change
137	Pass Through Warranty	Clause not present in RFP	bidder shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that bidder's shall not provide any additional warranties and indemnities with respect such products.	No change
138	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."	No change
139	Non Hire Clause	Clause not present in RFP	Customer acknowledges that personnel to be provided by bidder's represent a significant investment in recruitment and training, the loss of which would be detrimental to bidder's'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 bidder's employee, or induce any such individual to leave the employ of bidder's. For purposes of this clause, a bidder's employee means any employee or person who has who has been involved in providing services under this Agreement.	No change
140	Saving Clause	Clause not present in RFP	bidder's's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent bidder's performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	No change
141	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. bidder's 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, bidder's shall not be bound to perform any additional services.	No change
142	Termination for default	Clause not present in RFP	Either party shall have a right to terminate this agreement without cause by providing a written notice of 120 days 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 bidder's for goods delivered and services rendered till the date of termination.	No change
143	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.	No change
144	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.	No change
145	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, bidder's does not agree to any form of risk purchase.	No change

146	Arbitration		If the dispute cannot be settled by mutual discussions within the thirty (30) day period, either party may refer the matter to a panel of three arbitrators. Each party shall choose one arbitrator, both of whom shall elect the third arbitrator who shall be the presiding arbitrator. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act, 1996 or any of its subsequent amendments. The arbitration proceedings shall be in English and the venue of arbitration shall be Bangalore, India.	No change
147	Force Majeure		bidder's is not responsible for delays caused by the reasons of strikes, changes in Government Regulations, labor disputes, wars, acts of God or any other such reason beyond its reasonable control	No change. Already included in Force Majeure Clause
148	G. ELIGIBILITY CRITERIA: 5, , Page No. 19	Bidder should have partnership with OEM of the proposed technology for atleast last one year.	The bidders have strong domain practice and may not be working only one solution. Hence request to remove this point.	No change
149	2. The proposed L2 Engineer: Page No. 17	b) Should have been an employee of the OEM/ Vendor or should have been deputed to a similar of another customer (PSU/Govt./Pvt. Banks etc.) and should have handled & managed project for a period of at least 2 years	Kindly change the clause as "b) Should have been an employee of the OEM/ Vendor or should have been deputed to a similar of another customer and should have handled & managed project for a period of at least 2 years"	Refer above
150	1. Technical Bid Evaluation, Page No. 20	a) Hardware item with new technology / new model, not previously purchased by LIC	Kindly share the Hardware items model available with LIC	Hardware of LENOVO/HP/ACER/DELL/WIPRO etc
151	14. Deliverables and Timelines. Page No. 28	Delivery 45 days Installation 25days	As far as delivery & installation is concerned with DC & DR then it is fine. Relax on the Installation time line for locations to 3-4 months.	No Change.
152	2; Terms and Conditions; Page Number 2	Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the Annexure(s), clarifications/ corrigendum(s) issued, if any, will be contractually binding on the bidders and no	Bidder requests that deviations and modifications suggested by the Bidder be taken into consideration at the time of finalisation of all terms and conditions applicable to both Parties for this RFP.	No change
153	2; EMD; Page Number 9	The EMD of those Bidders who do not qualify for this bid will be refunded to them without interest after the procedure for selection of Vendors is over	Bidder requests that EMD of unsuccessful bidder be returned within 30 days of selection of L1 Bidder	No change.
154	10. Instructions for Bid Submission (k); Page Number 11	k) Undertaking For Warranty, AMC and Quality Assurance The Bidder should submit an undertaking/ declaration on Company letterhead as per format given in Annexure-V duly signed by the Authorized Signatory.	Bidder requests this undertaking/declaration to be provided by the OEM for the relevant products	No change
155	D; Scope of work; Page No 15	The Bidder is expected to provide end-to-end solution for the project which will cover, but not limited to, supply, installation, implementation, migration/ integration, testing, training, support and monitoring the solution during the warranty and AMC period	Bidder proposes deletion of this phrase "but not limited to the following" as the parties will agree on a detailed scope of work and the relevant timelines in the Statement of Work (SOW) mutually agreed between the Parties.	A precautionary measure which may include any regulatory compliance, etc. during the implementation.
156	4; Role of L2 Engineer; Page No. 18	b) The on-site engineers should be present in LIC's Central Office as per the RFP conditions. In case of an engineer going on leave, suitable replacement shall be provided for that period failing which penalty @ 5% per day of the L2 engineer's monthly rate approved by LIC will be recovered. c) If the on-site engineer leaves before expiry of one year, penalty of 10% of the Annual on-site support charges per L2 engineer, will be levied in case of first incident. d) The penalty will be incremented by 5% for each such repetition. Force Majeure conditions may apply subject to LIC's approval. In case the engineer is to be changed by the Vendor, minimum of one month overlapping period has to be there between the new and old engineer else penalty @ 5% per day of the L2 engineers monthly rate approved by LIC will be recovered.	Bidder requests deletion of these penalties	No change. Overall Penalty Cap has been included.
157	I; Terms and Conditions; 1	LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. Decision of LIC will be final in this matter.	Bidder requests that the L1 Bidder be afforded an opportunity to discuss and rectify any defaults or discuss reasons for cancellation with LIC if PO has been released to L1 Bidder and procurement is cancelled subsequently.	No change
158	6. Consequences of Termination of Selected Bidder: Page No. 25	In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP or otherwise].	Bidder requests Termination by LIC to be for Bidder's failure to cure any material breach beyond the 30 days cure period provided.	No change
159	6. Consequences of Termination of Selected Bidder; Page No. 25	Nothing herein shall restrict the right of LIC to invoke the Performance Bank Guarantee and take other actions as defined in this RFP and pursue such other rights and/or remedies that may be available under law or otherwise.	Bidder requests LIC to provide a cure period of 30 days to rectify any default before the Performance Bank Guarantee is invoked.	No change

160	7. Performance Bank Guarantee; Page No. 25	The Performance Bank Guarantee shall be submitted within 15 days from the date of letter issued for selection as Vendor. Failure to do so may attract a penalty of Rs.5,000/-per day, subject to maximum penalty of Rs.65,000/-	Bidder requests that Bank shall provide a cure period of 30 days for rectifying the material failure in discharging its contractual obligations prior to forfeiture of performance Bank guarantee or any legal action/blacklisting and such amount be limited to the actual losses suffered and subject to the Limitation of Liability. Bidder submits deletion of clause relating to penalties for failure to submit PBG "Failure to do so may attract a penalty of Rs. 5,000/-per day, subject to maximum penalty of Rs. 65,000/-".	No change
161	13. Pre installation survey; Page No. 27	LIC reserves the right to cancel the order in part or full in the event of serious discrepancy in hardware noticed after receipt of the Hardware. In such a case: a) LIC may cancel the entire purchase order and ask the Vendor to take the equipment back at the Vendor's costs and risks; and/or b) The Vendor shall have to replace the entire hardware consignment as per the committed specifications; and/or c) The Vendor will be required to replace the Hardware supplied with any of the other technically qualified Models. However, the new hardware should be delivered within delivery period as per the original Purchase order; and/or d) The Bank Guarantee may be invoked to make good the loss or damage and/or. e) The Selected Vendor may be blacklisted for future in case serious violations are observed and LIC's	Bidder requests amendment of this clause with the below: LIC reserves the right to cancel the order in part or full in the event of serious discrepancy in hardware noticed after receipt of the Hardware. In such a case: a) The Vendor shall have to replace the entire hardware consignment as per the committed specifications; and/or b) The Vendor will be required to replace the Hardware supplied with any of the other technically qualified Models. However, the new hardware should be delivered within delivery period as per the original Purchase order; and/or	No change
162	14; Terms and Conditions;14 (ii); Delivery & Timelines; Page No.28	Deductions of penalty will be made from any amounts payable to the Vendor or by invoking the Performance Bank Guarantee.	Bidder requests that penalties levied by LIC on Bidder be paid separately and not set-off from any amounts payable.	No change
163	14; Terms and Conditions;14 (vi); Delivery & Timelines; Page No.28	In case of cancellation of orders due to delay in deliveries/ installations, besides the penalty charged, the concerned Vendor may also be disallowed to participate in any RFPs as decided by LIC, period of which may extend up to three years.	Bidder requests deletion of this clause as LIC would have recourse to charge penalties and terminate the contract for any material breach	No change
164	15; Terms and Conditions;15; Site note ready; Page No.28	If installation is not completed within the stipulated time-frame, penalty of 1% of the cost of those item(s) per day will be applicable from the 15th day of being intimated that the site is ready, subject to a maximum of 15% of the cost of those item(s). The penalty will be recovered from any amount payable to vendor including invoking of the PBG/ any Bank Guarantee submitted by the vendor.	Bidder requests deletion of this clause.	No change
165	L;2; Transportation & Insurance; Page No.43	The insurance should indemnify LIC against all damages that would have occurred till 15 days beyond the date of delivery of Hardware to LIC Office.	Bidder submits that the risk in goods transfers to Buyer upon delivery and thus will be insured by Bidder until delivery. Also bidder submits that the settlement amount received shall be transferred to Bidder if replacement is being provided.	No change
166	L;3; Force Majeure; Page No.44	Force Majeure Clause	Bidder clarifies that force majeure could also be caused by riots, labour and industrial disputes and any other act of God beyond control. Bidder submits that the notification period be extended to 7 days and that this shall not affect payment obligations of Buyer for work already performed until force majeure	No change
167	L;5; Limitation of Liability; Page No.45	Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/Vendor to pay liquidated damages to LIC and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.	We submit that there are no exceptions to the disclaimer of liability for indirect damages and all exceptions should only apply to overall liability cap. Hence we propose modification of this clause as follows: Both parties shall not be liable, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of business, loss of reputation, loss of use, loss of production or loss of profits or interest costs. The aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to criminal negligence or willful misconduct or payment obligations for services already delivered and in case of infringement of intellectual property rights. "Willful Misconduct" means where a party intentionally causes actual harm upon the other party and does not involve error or mistake in any form. "Criminal Negligence" means a serious	Please see Corrigendum
168		BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.	Bidder submits deletion of this clause since, payments received from third parties is confidential information and crux to doing business.	No change

169	Pre-Contract Integrity; 5.1;	While submitting commercial bid, the BIDDER shall deposit an amount Rs. (to be specified in RFP/Tender) as Earnest Money as applicable/Security Deposit, with the BUYER through any of the following instruments:	Bidder submits that performance bond (or in this case BG) may only be invoked after sending a notice identifying the default and providing a cure period of thirty (30) days to Bidder to remedy a default and notifying Bidder before forfeiting such bond. Also, Bidder submits that EMD related provision is in contradiction to the one in clause 9 of RFP. Thus Bidder submits that the EMD be refunded to the qualified vendor after acceptance of Purchase Order and/or Signing of the Contract(s) by the vendor and submission of required Bank Guarantee (BG) per clause 9 of the T&Cs and not be valid for the whole contract duration.	No change
170	Pre-Contract Integrity;6;		Bidder proposes that the breach this clause relates to should materially affect performance of Bidder's obligations. Also, the Bidder submits the following: - EMD or performance bond to be forfeited only after providing a notice and cure period to remedy the default as proposed for clause 5.1 - we propose deletion of Immediate cancellation right - we propose deletion of sub clause (iv) - encashment of guarantee or bond to be done only for payments made by Buyer for work not done or performed by Bidder up to the date of termination and such encashment should not include interest. - we propose deletion of sub clause (vi) - we propose the debarment to be limited to 3 years to be kept in line with other such remedies to	No change
171	Pre-Contract Integrity;7; Fall Clause;	The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been	Bidder requests deletion of this clause	No change
172	Pre-Contract Integrity;9; Independent Monitors; Page No.60		Bidder submits that: Independent Monitors shall NOT be given access to: 1.any information not related to the Services; 2.Bidder locations/premises (or portions thereof) that are not related to the Services; or 3.Bidder records or documents relating to the make up of Bidder's internal overhead calculations or direct costs, their relationship to the service charges, any financial cost model, calculation of service charges or Bidder's profitability; or 4. internal Bidder audit reports, or any summaries thereof. Bidder requires Independent Monitors to: 1. provide Bidder with at least thirty (10) days notice of its requirement for an Audit allowed once in a year, with such notice describing the issue(s) that will be the subject of the audit; 2. be subject to Bidder site/premises security obligations and have their access controlled/monitored by Bidder; 3.pay all Bidder costs associated with the audit at current time and material rates and submit any requests for Bidder assistance with an audit as a change request. A third party auditor/inspector shall: 1. not be a competitor of Bidder or a third party in dispute / conflict with Bidder; 2. execute a confidentiality agreement acceptable to Bidder; 3. be independent. Bidder submits that in case, after inspection, the System is found to be non-compliant to the specifications after delivery, the Independent Monitors shall be entitled to warranty remedies as	No change

173	Pre-Contract Integrity;9; Facilitation of Investigation;	Facilitation of Investigation: In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.	Bidder submits that: Buyer shall NOT be given access to: 1.any information not related to the Services; 2.Bidder locations/premises (or portions thereof) that are not related to the Services; or 3.Bidder records or documents relating to the make up of Bidder's internal overhead calculations or direct costs, their relationship to the service charges, any financial cost model, calculation of service charges or Bidder's profitability; or 4. internal Bidder audit reports, or any summaries thereof. Bidder requires Buyer to: 1. provide Bidder with at least thirty (10) days notice of its requirement for an Audit allowed once in a year, with such notice describing the issue(s) that will be the subject of the audit; 2. be subject to Bidder site/premises security obligations and have their access controlled/monitored by Bidder; 3.pay all Bidder costs associated with the audit at current time and material rates and submit any requests for Bidder assistance with an audit as a change request. A third party auditor/inspector shall: 1. not be a competitor of Bidder or a third party in dispute / conflict with Bidder; 2. execute a confidentiality agreement acceptable to Bidder; 3. be independent. Bidder submits that in case, after inspection, the System is found to be non-compliant to the specifications after delivery, the Buyer shall be entitled to warranty remedies as it's sole and	No change
174	Section I (6) Page 25	Consequences of Termination	Bidder clarifies that LIC will be liable to pay for all the work done till the date of termination	No change
175	Section I (14) Page 28	Deliverables and timeline	Bidder request to cap the penalty to 10% of Hardware cost	No change
176	Pre-contract Integrity Pact Clause 6 Page 46	To recover all sums already paid by the BUYER, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter-Bank Offer Rate). If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.	Bidder request ot delete this clause	No change
177	Pre-contract Integrity Pact Clause 7 Page 47	The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded. 8. Independent Monitors:	Bidder request ot delete this clause	No change
178	Page 18, Role of L2 Engineer , Clause "g"	g) The Vendor will also have to earmark an Offsite L3 hardware engineer/Remote Support and onsite L2 engineer(s) will have to liaison with the L3 engineer for troubleshooting/resolving Breakdown calls	Another clause says L3 engineer is required seldomly only. Reuest clarity on whether we need to reserve offsite L3 engineer permananetly or only in few cases where L2 engineer needs guidance from senior resource	As and when required, L3 support may be needed.
179	Page 18, Role of L2 Engineer , Clause "h"	The services of L2 Engineer may be extended beyond one year depending on the requirement in future if required with negotiation between the Vendor and LIC.	request clarity on tenure for L2 engineer. Is is required only for 1 year or AMC and Warranty period , which is 7 years	L2 engineer required for entire project Tenure.
180	Page no 22, commercial bid evaluation point "e"	e) The selected L1-bidder(after ORA) will have to give breakup of cost (wherever asked in commercial) and supply all the line items at L1 prices, approved by LIC. The approved L1 price of each line item will be informed to the selected bidder	Does LIC intend to discuss and negotiate each line item for L1 after ORA declaration of L1 TCV ? This may impact bidder adversely as each line item L1 may differ for different OEM.	ORA will be conducted on TCO basis only and the L1 will be the lowest bidder at the end of the Reverse Auction.
181	Page 23, Right to terminate the process clause "d"	d) LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever.	We request to amend the clause as LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. However bidder will be paid for the already procured material on behalf of LIC	No change

182	Page no 24, Conflict of interest , clause ii and iii.3	The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other projects or contracts, or that may place it in a position of not being able to carry out the assignment in the best interests of LIC. And of each case. While providing services to LIC for this particular assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment.	We request to remove these clauses. These are non compete clause and restric us to take any other project of similar nature. Following this we cant have any other customer for similar work, in that case where the references will come from ? At the same time , LIC has a provision to penalize the bidder in case of any delay or deliverable issues , hence this is not required	No change
183	Page no 25, Poitn no 6, Consequences of termination	1.LIC can terminate for any reason whatso ever 2. Transition	We request to add below in the clause 1. A cure period of 60 days before any termination 2. Transition period time line - 6 months 3. Any cost incurred during transition / step in shall be capped at 100% of the value of the affected deliverable 4. Bidder should be entitled to receive all the committed and uncancellable cost incurred on	No change
184	Page no 35, point 5, Limitation of liability	this limitation shall not apply to the cost of repairing or replacing defective equipment.	We request to remove this line. As bidder should get paid for any repaire or replacement which is out side the warranty and service cope. As bidder will have to incur cost to replace anything which is out of warranty	No change.
185	Page no 39, Annexure EC part A	LIC has asked to submit the EC on stamp paper	Can it be submitted on bidder's letter head instead of stamp paper	No. It has to be submitted on stamp paper of Rs. 250/-