

Clarification to Pre Bid queries
of
RFP REF: LIC/CO/IT-BPR/HW/AMC/2016-17/06 Dated: 14/02/2017

Sr. no.	RFP document Reference(s) (Section and Page No)	Clause (in brief) of RFP requiring clarifications	Brief details/ Query in reference to the clause	Department Remarks
1	Page No. 15 of 52	The bidder should have been making Net Profit during immediate preceding 2 financial years i.e. 2014-15 and 2015-16, from computer hardware supply and servicing business in	We are requesting for to keep Turn over more than 10Cr instead of Net Profit.	Net Profit and Turn Over are two different aspects.
2	Page No. 18 of 52	Penalty of 0.5% of the cost of the hardware item will be charged every quarter per device, if the Preventive Maintenance is not done. Penalty for PM not done will not be charged for the	We are requesting to keep maximum penalty 5% of total contract value/Invoice Value.	No change.
3	Page No. 22 of 52	For any breakdown of AIO desktop, the same should be resolved within 4 working hours from the call booking in LIC's HCT Module and if it is not resolved within 4 hours, standby of equivalent or	We are requesting to provide Resolution time 24 Hr. instead of 4 hr. for AIO Desktop.	Since AIO is allotted to very senior officials in the Organization hence the resolution time is kept as 4 hr which cannot be compromised. Hence Vendor is requested to keep standby for such
4	22	Penalty caused; Table No B	penalty is very high as compare to last year; NO capping limit for penalty	Penalty capping is mentioned as 2.5 times of Hardware cost for Servers and Line Printers and 2 times for all other hardware.
5	22	AIO /Hybrid laptop ;SLA is very tight(need clarification of AIO desktop)	4 hours resolution time; if fail then is applicable as clause no A (server penalty is applicable for desktop)	repeat
6	18	Maintenance and Servicing	g) In case of Partial/Full damage or loss of the equipment due to reasons beyond the control of LIC, like Theft, Fire, floods, nature's fury or Act of god etc., then the Vendor should supply working standby equipment with same	

7			f) If the damage to the hardware is due to the power fluctuations or physical damage due to mishandling by LIC personnel or the damage by external factors, LIC would bear the cost of the parts damaged but the onus of proving this will be on the Vendor. However, the Vendor will be required to provide immediate system/solution as standby with same configuration or higher and with all services restored as if it is a normal breakdown.	
8	19	Maintenance and Servicing	h) In both the cases mentioned above, fresh order will be placed by LIC for the supply of the new hardware against the lost/damaged equipment/ component. Monthly rental of 5% of basic Hardware cost will be payable to the AMC Vendor for the equipment supplied as standby. If the AMC Vendor does not provide standby equipment, the penalties as per Chart of Penalties will be imposed.	
9	Page no. 18, point F and G	For physical damage, theft or in other such cases vendor will have to provide a standby	Period caping for providing standby is not mentioned in RFP.	Standby has to be provided immediately.
10	Page no. 22 , Table B	Penalty for Server and LMP is starting 3%,4%,5% in every cosicutive 3 days caping is 2,5 times of h/w cost.	it is very very high since last year, if Imp cost is 100000 then penalty will start from 3000 per day and will get increase by arround 1000 per day till 6% of the cost and onwards.	Line Printers and Servers are business critical hardware, the breakdown of which affects the business continuity hence the penalty is a deterrant to attend to Server and Line Printer calls on time.
11	Page no. 23, Point no. 2	there may be addition or removal of Hardware items in the AMC Inventory of the Vendor. Such changes will be effected in the Hardware Inventory through our HCT Module and will be informed to the Vendor	Divisional offices never intimate the same.	AMC exit happens only in case of hardware going under buyback or in case of hardware which is burnt or theived.
12	Page No., 22 E e)	For any breakdown of AIO desktop, the same should be resolved within 4 working hours from the call booking in LIC's HCT Module and if it is not resolved within 4 hours, standby of equivalent or higher configuration should be immediately provided. Further, if	AIO Desktop is OEM Items hence required more time for toubleshoot & resolution 48 hrs	repeat
13	Page No.13, 22. e) ii	The L1 rate will be discovered and declared as approved L1 rate, based on the outcome of Online Reverse Auction (ORA).	ORA Not to be conducted	It is a policy decision hence cannot be reversed.

14	Page No.15.	ISO 9001 (AMC Vendor & Service Partner) ISO 20000 Certification or higher versions (AMC Vendor & Service Partner). ISO 27001 (AMC Vendor & Service Partner).	As this tender is for Hardware (DT/Peripherals/Servers) hence this Tender scope covers under ISO:20000 which is for ITSM (IT services Management) which includes SLA, Service quality, Vendor Management etc. Where as ISO:27000 is for Data center and Data security which is not part of this tender. Hence 20K is only required certification for this tender.	It is necessary since the organization shall identify the internal and external issue related to information security, including the legal, regulatory and contractual requirements and AMC is a contract which includes all the above.
15	Page No.15, 22. e) ii	The Bidder should have minimum 200 engineers on Roll if no service partner is appointed. If Service Partner is appointed then the total no of Engineers of the Service Partner	Need clarity, if Service partner they should have 100 engineer, but total 200 between Bidder & Service partner. Is it Ok if Service Partner alone will have 200.	No change.
16	Page No.8, 6.	Bid Submission Date & Time - 8th Mar 2017	Need Extension in the Bid Submission date as this RFP needs lots of Documentation, Legal formalities & EMD amount is also very high of 25 lacs	We will look into it.
17	Page-15, 4	The bidder has to provide details of Top 3 customers (including LIC) being serviced by them, where the AMC revenue of the Bidder is more than 50 lacs.	Three orders has to be of 50L of which Year as the same is not mentioned	The companies should be currently serviced by the Bidder and also the revenue earned should be as on current year.
18	Page-17, 6 b	During Servicing, whenever required, the Vendor has to install original OEM manufactured Spare Parts of same or higher configuration (subject to compatibility).	Pls. confirm if any B2B arrangements needs to be shared. Also pl. confirm if the EOL of the products from OEM.	We are already seeking the undertaking by way of Annexure VIII: Undertaking for Quality Assurance & Authenticity of the spares to be provided under AMC where the Bidder has to
19	Page-17, 6 d	Penalty of 0.5% of the cost of the hardware item will be charged every quarter per device, if the Preventive Maintenance is not done. Penalty for PM not done will not be charged for the quarter in which the machine has been delivered/ installed. The penalty will be recovered from any amount due to the Vendor including	PM penalty is 0.5% of the hardware cost. Need to seek clarity on 1. Hardware cost of hardware / AMC cost. If HW cost then how we will get cost of HW. 2. It should be hardware Quarterly AMC cost of prorata of particular hardware AMC cost.	Penalty of 0.5% of the cost of the hardware item will be charged every quarter per device where the PM is not done.
20	Page 18 - 6.F	If the damage to the hardware is due to the power fluctuations or physical damage due to mishandling by LIC personnel or the damage by external factors, LIC would bear the cost of the parts damaged but the onus of proving this will be on the Vendor. However, the Vendor will be required to provide immediate system/solution as standby with same configuration or higher and with all services restored as if it is a normal breakdown.	Though LIC will pay rent @ 5%, but need time frame. If time frame exceeds then rent will be @ 10%. If same or higher then consumer will be at LIC cost even we provides different model. For such cases requesting not to impose any penalty and also standby period should be defined like 60 days etc. Rent should be 10% for first 30 days and then request for 15% for another 30 days.	Hardware taken on rent is taken only in case of dire exigency when there is a natural calamity and the rate contract is not in place. Such situations of keeping the device on rent for a long period should seldom arise since the order for new hardware will be placed by LIC as soon as possible.

21	Page 18 - 6. g	In case of Partial/Full damage or loss of the equipment due to reasons beyond the control of LIC, like Theft, Fire, floods, nature's fury or Act of god etc., then the Vendor should supply working standby equipment with same configuration or higher with all		
22	Page 18 - 6. h	In both the cases mentioned above, fresh order will be placed by LIC for the supply of the new hardware against the lost/damaged equipment/ component. Monthly rental of 5% of basic Hardware cost will be payable to the AMC Vendor for the equipment		
23	Page-19 6 k	Wherever any system has to be shifted from one LIC location to another, as decided by LIC, the Vendor is required to uninstall / reinstall and maintain the system/s at the new location, without any extra cost on account of reinstallation. The Packaging of the Hardware and the transportation along with the transit Insurance will be done by the respective Divisional Office/ Zonal Office /Central Office and the cost of the same will be borne by LIC.	If branch is at very remote location then travelling expenses will be provided.	We have already mentioned cost of transportation in the RFP clause.
24	Page -21 SLA - Class C	Next to Next Business Day + 2 working hours	In class – C, Resolution Time should be 3-5 BD	No change.
25	Page -22 Table B	Chart of Penalties	1. Again required clarification as penalty % will be on hardware cost or hardware AMC cost. 2. Counter will stop if we provide standby and will be applicable only after SLA period.	In the chart is clearly mentioned as cost of hardware per day.
26	Page -22 para F	f) For any breakdown of Laptop Model LP-1A-2 the same should be	Replacement will be of working one not new one.	Yes we will look into it.
27	Page -27	Project Manager	Need clarity as 1. Do we need to project separate ? 2. Where he will be based at. Same apply to NPM also.	NPM is a national SPOC whereas Zonal SPOC and Divisional SPOC will be Project Manager.
28	Page -29	Introductory Meeting & structured Meetings	Project Manager apart from NPM, Zonal SPOC & DO SPOC for the meeting.	NPM is a national SPOC whereas Zonal SPOC and Divisional SPOC will be Project Manager.
29		Items to be covered	Fuser Assy, Batteries and Sprockets should be out of AMC preview as these are cosmetic or consumer parts.	No change.

30		Toner cartridges for laser printers. Toners with drum integrated as a single unit, is also excluded from AMC. Where ever toner & drum are separate, then drum is included in the AMC)	Toner drum being consumer and wear and tear part should not be part of AMC.	No change.
31	Page No. 9 Section No. 12	By way of Demand Draft Rs. 10,00,000/-	Clarification required whether EMD in form of DD Rs.1000000/- and BG of 1500000/- required separately or single EMD and BG of 2500000/- can be provided	No change.
		By way of Bank Guarantee Rs. 15,00,000/-		
		Total EMD Amount Rs.25,00,000/-		
32	page No.17 Section No.3	The AMC Cost is Inclusive of Service tax & GST	The Cost of the AMC will be Inclusive or Exclusive of Service Tax & GST	It is very clear in the RFP under clause Payment Terms that the AMC value for each quarter will be all inclusive of taxes,duties,levies etc by exclusive of VAT/CST/GST and Service Tax and any other relevant tax by the government will be paid to the Vendor alongwith the AMC payment.
33	page No.17 Section No.6 A	Spares & Consumables	Whether: 1)In Laser Printer Fuser Assembly has be to Covered 2) In Laptops Battery's & Adaptors has to be Covered 3) In Line & Laser Printers Plastic Part has to be Covered in AMC 4) In DotMatrix Printer Print Head has to be Covered Under AMC	Print head is not covered under AMC.
34	Page 6	Scope of Work	AMC of the Hardware are divided into four Groups.Please provide location wise assets count & model / make details	We will look into it.
35	Page 9	EMD	DD of 10 Lakh to be submitted.Request you to allow us to submit Bank Guarantee for entire EMD Amount.	No change.

36	Page 22	Table B:	Hybrid Laptop: However if the laptop is deemed as irreparable then it should be replaced with a new laptop of equivalent or higher configuration to the user official. Kindly consider the same or higher equivalent laptop in good working condition instead new one.	We will look into it.
37	Page 9, Section 12	The EMD submitted by the bidder may be forfeited in full or part , as decided by LIC, if: i. The bidder qualifies and backs out of the L1 quotes. ii. The soft copies of the commercials are not submitted or not readable or only blank CD is submitted.	The EMD submitted by the bidder may be forfeited in full or part , as decided by LIC, if: i. The bidder qualifies and backs out of the L1 quotes, <u>due to reasons solely attributable to the bidder.</u> ii. The soft copies of the commercials are not submitted or not readable or only blank CD is	No change. These aspects are legal.
38	page 9 clause 12 c (iii)	iii. The commercial bid format is found to be without password or with different password.	Request For Deletion	No change
39	page 9 clause 12 c (ii)	The soft copies of the commercials are not submitted or not readable or only blank CD is submitted.	Request For Deletion	No change
40	page 10 Clause j	The Bidder will have to submit the AMC quote in percentage (upto two decimal places) of the Hardware cost. The base line for the quote is 10.00 %. Hence, the bidder will have to submit the quote below 10.00 % in the Commercial Annexure.	Request For Deletion, as current AMC is already at 9% and with inflation rate and increasng cost of delivery, the rates should be higher to start the reverse auction.	No change.
41	Page 12, Section 19	Bid Validity Period Bids shall remain valid for 180 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	Wipro will quote a validity period of 30 days.	No change.

42	Page12, Clause 22 e xii	If the Selected Bidder of any Group after accepting the Group and submitting the required Performance Bank Guarantee backs out at any stage during validity of RFP, the AMC will be LIC-RFP for AMC of Hardware 2017-2020 Page 14 offered to the Vendors who are Empanelled AMC Vendors under the above RFP. The Performance Bank Guarantee of the selected bidder, who has backed out, shall be forfeited and the Bidder shall be blacklisted for participation in any of the future RFPs. LIC will take a considered decision in this matter depending on the circumstances and decision of LIC in this matter will be final.	If the Selected Bidder of any Group after accepting the Group and submitting the required Performance Bank Guarantee backs out at any stage during validity of RFP, the AMC will be LIC-RFP for AMC of Hardware 2017-2020 Page 14 offered to the Vendors who are Empanelled AMC Vendors under the above RFP. The Performance Bank Guarantee of the selected bidder, who has backed out, shall be forfeited and the Bidder shall be blacklisted for participation in any of the future RFPs. LIC will take a considered decision in this matter depending on the circumstances and decision of LIC in this matter will be final.	No change.
43	Page 13 Clause 22 e	Commercial Bid Evaluation	Request For Deletion This entire ORA process is unacceptable as LIC will forfeit the BG if being a L2 or higher we are not able to accept the L1 price. Please be noted we will not submit any BG for this ORA process.	The onus is for L1 Vendor.
44	Page 16 Clause 1a	The AMC rates approved by LIC under the above RFP will be valid up to 31/03/2020.	Request For Modification: The AMC rates approved by LIC under the above RFP will be valid up to 31/03/2020. mutually renewed year on year.	No change.
45	Page 16 Clause D 2	The Performance Bank Guarantee shall be submitted within 15 days from the date of intimation/ 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. 25,000/-.	Request For Deletion	No change.
46	Page 16, Section 2	Performance Bank Guarantee A PBG (As per Annexure-V) to the tune of 15% of the AMC value of 2017-18 shall be submitted by the	Performance Bank Guarantee A PBG (As per Annexure-V) to the tune of 15 10 % of the AMC value of 2017-18 shall be submitted by the	No change since the contract is for three years and the 15% will be on the AMC value of the groups allotted for servicing.
47	Page 17 Clause 3	Pricing & Taxes	Request For Addition: Customer is responsible for payment of taxes, duties, octroi / entry tax, cesses and any other statutory levies (by whatever name called at the applicable rates from time to	No change

48	Page 17 Clause 4a	Payments will be settled by the Central Office and the respective Zonal Offices, at the end of each quarter (quarterly basis), on the pro-rata basis at the L1 AMC rate.	Request For Modification: Payments will be settled by the Central Office and the respective Zonal Offices, at the end of each quarter (quarterly basis), on the pro-rata basis at the L1 AMC rate decided after ORA.	No change.
49	Page 17 Clause 5	The selected Vendor will sign an AMC agreement (Annual Maintenance Contract). The terms and conditions, SLAs for servicing of the Hardware are defined in the AMC document. These terms and conditions, SLAs will be applicable to the selected Vendor. However, LIC reserves the right to revise these terms & conditions in AMC, in future, in the interest of LIC. The Vendor will arrange for the Introductory Meeting with all the Regional Managers (IT) of the selected Group and with Secretary (IT/BPR) for Central Office, within 15 days of intimation (through email) to the Vendor for the selected Group.	<u>Upon mutual agreement between the parties on the terms and conditions,</u> If the selected Vendor will sign an AMC agreement (Annual Maintenance Contract). The terms and conditions, SLAs for servicing of the Hardware are defined in the AMC document. These terms and conditions, SLAs will be applicable to the selected Vendor. However, LIC reserves the right to revise these terms & conditions in AMC, in future, in the interest of LIC. The Vendor will arrange for the Introductory Meeting with all the Regional Managers (IT) of the selected Group and with Secretary (IT/BPR) for Central Office, within 15 days of intimation (through email) to the Vendor for the selected Group.	No change.
50	Page 17 Clause 5	However, LIC reserves the right to revise these terms & conditions in AMC, in future, in the interest of LIC	Request For Deletion of this clause or all changes which are to be made should be mutually discussed and agreed.	If any changes are desired it will be on due information with the Bidder.
51	Page 17 Clause 6a	Spares, consumables and support for the hardware should be available for a minimum period of six years from the date of installation of the Hardware which was supplied by the Selected Vendor of the then RFP or procured from any other Principal	LIC to share list of assets with purchase date	We will look into it.
52	Page 17 Clause 6a	During specified tenure until the refresh of hardware takes place (6/7/8 years) if it is found that spares /consumables or support is not available, the hardware will have to be replaced by equivalent or higher model by the Selected Vendor at no extra cost to LIC.	Request For Deletion	No change.

53	Page 18 Clause 6d	Penalty of 0.5% of the cost of the hardware item will be charged every quarter per device, if the Preventive Maintenance is not done. Penalty for PM not done will not be charged for the quarter in which the machine has been delivered/ installed. The penalty will be recovered from any amount due to the Vendor including any subsequent AMC payment. However, if the failure to carry out the PM was because LIC could not make the systems available, this penalty will be waived. A certificate to this effect should be obtained from the LIC's authorized Officials.	Request For Modification: Penalty of 0.5% of the cost of the hardware item will be charged every quarter per device subject to overall penalty capping at @3% per quarter for the total AMC charges, if the Preventive Maintenance is not done. Penalty for PM not done will not be charged for the quarter in which the machine has been delivered/ installed. The penalty will be recovered from any amount due to the Vendor including any subsequent AMC payment. However, if the failure to carry out the PM was because LIC could not make the systems available, this penalty will be waived. A certificate to this effect should be obtained from the LIC's authorized Officials.	repeat
54	Page 18 Clause 6e	AMC should not become void if LIC buys any other supplemental hardware from a third party and installs it within these machines in the presence of the representative/ engineer of the AMC Vendor.	AMC should not become void, if LIC buys any other supplemental hardware from a third party and installs it within these machines in the presence of the representative/ engineer of the AMC Vendor.	No change.
55	Page 18, 6 f	If the damage to the hardware is due to the power fluctuations or physical damage due to mishandling by LIC personnel or the damage by external factors, LIC would bear the cost of the parts damaged but the onus of proving this will be on the Vendor. However, the Vendor will be required to provide immediate system/solution as standby with same configuration or higher and with all services restored as if it is a normal breakdown.	If the damage to the hardware is due to the power fluctuations or physical damage due to mishandling by LIC personnel or the damage by external factors, LIC would bear the cost of the parts damaged but the onus of proving this will be on the Vendor. However, the Vendor will be required to provide immediate system/solution as standby with same configuration or higher and with all services restored as if it is a normal breakdown.	No change.

56	Page 19 Clause 6h	In both the cases mentioned above, fresh order will be placed by LIC for the supply of the new hardware against the lost/damaged equipment/ component. Monthly rental of 5% of basic Hardware cost will be payable to the AMC Vendor for the equipment supplied as standby. If the AMC Vendor does not provide standby equipment, the penalties as per Chart of Penalties will be imposed.	Request For Modification: In both the cases mentioned above, fresh order will be placed by LIC for the supply of the new hardware against the lost/damaged equipment/ component. Monthly rental of 5% of basic Hardware cost as quoted by Vendor will be payable to the AMC Vendor for the equipment supplied as standby. If the AMC Vendor does not provide standby equipment, the penalties as per Chart of Penalties will be imposed.	repeat
57	Page 21, Part E	Service Level Agreement (SLA)	Max penalty capping for items mentioned in clauses a and b to be at 3% of the cost of the delayed/ defaulting hardware.	No change
58	Page 22 Table B Clause c	AIO& Hybrid Latpop	Replacement laptop can be provided only for short duration with specified time limit, meanwhile LIC to procure new laptop and rental needs to be paid for that duration of usage of replacement laptop.	Hardware taken on rent is taken only in case of dire exigency when there is a natural calamity and the rate contract is not in place. Such situations of keeping the device on rent for a long period should seldom arise since the order for new hardware will be placed by LIC as soon as possible.
59	Page 21 Clause E	Service Level Agreements	Request For Addition: The overall Quarterly penalty, if any that can be imposed on vendor under this Agreement shall not exceed 3% of the Quarterly Invoice Value.	No change.
60	Page 23 Clause 4	In the event of expiry of the AMC contract with the existing AMC Vendor resulting out of this RFP and until the next empanelment of the AMC Vendor is done for servicing of the existing hardware, the existing Empaneled Vendor with whom the contract has expired will service the hardware until the new empanelment exercise is completed or 6 months whichever is earlier at negotiable rates with the price negotiation team appointed by LIC.	Request For Modificaiton: In the event of expiry of the AMC contract with the existing AMC Vendor resulting out of this RFP and until the next empanelment of the AMC Vendor is done for servicing of the existing hardware, the existing Empaneled Vendor with whom the contract has expired will service the hardware until the new empanelment exercise is completed for 62 months whichever is earlier at negotiable rates with the price negotiation team appointed by LIC.	No change.

61	Page 24, Part F	Limitation of Liability Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or	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 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	No change as these are legal clauses.
62	Page 24, Part G	The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the	The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the	No change as these are legal clauses.
63	Page 26 Clause L	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.	Request cure period of 30 days in case of termination. Request payment of all completed, partially completed and non-cancelable services, in case of termination. Following sentence to be modified: Subject to the limitation of liability clause, Nothing herein	No change as these are legal clauses.
64	Page 26, Part N	a) If at any future point of time, it is found that the bidder had made a statement which is factually incorrect and is of significant nature, LIC will reserve the right to debar the Bidder from participating in	a) If at any future point of time, it is found that the bidder had made a statement which is factually incorrect and is of significant nature, LIC will reserve the right to debar disqualify the Bidder from participating in	No change as these are legal clauses.
65	Page 38, Part B	Undertaking by the Bidder for ISO certifications	Request to delete. We can declare that we are certified.	No change.
66	page 41, annexure IV	NDA	Request NDA to be mutually applicable.	No change as these are legal clauses.
67	Page 49, Section 3	3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER	3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER	No change as these are as per CVC.
68	Page 49, Section 4	4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's	4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any	No change as these are as per CVC.

69	Page 50, 6.1.iv	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	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,	No change as these are as per CVC.
70	Page 50, 6.1.vi	To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recission and the BUYER shall be entitled to deduct the amount so	To cancel all or any other <u>this</u> contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such	No change as these are as per CVC.
71	Page 50, 6.1.vii	To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which any be further extended at the discretion of the BUYER.	To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which any be further extended at the discretion of the BUYER.	No change as these are as per CVC.
72	Page 50, 7	7.1 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	to be deleted	No change as these are as per CVC.
73	Maintenance and Servicing (F	The entire responsibility will rest on the AMC Vendor for servicing and proper functioning of the equipment covered under AMC. During specified tenure until the refresh of hardware takes place (6/7/8 years) if it is found that spares /consumables or support is not available, the	In case of the particular asset not repairable it will be removed from the AMC and vendor will not charge for that asset from next month	No change.
74	Maintenance and Servicing (F	AMC should not become void if LIC buys any other supplemental hardware from a third party and installs it within these machines in the presence of the representative/ engineer of the AMC	Once the AMC taken with vendor, LIC can not put supplemental hardware. In that case AMC will be Void	repeat
75	Maintenance and Servicing (F	If the damage to the hardware is due to the power fluctuations or physical damage due to mishandling by LIC personnel or the damage by external factors, LIC would bear the cost of the	vendor can highlight the damage cause, proving it will be difficult as it goes on a debate mode we land in penalty. Also vendor Will not provide the standby for such case	No change.
76	Maintenance and Servicing (F	h) In both the cases mentioned above, fresh order will be placed by LIC for the supply of the new hardware against the lost/damaged equipment/ component. Monthly rental of 5% of basic	LIC should give mail confirmation on this rental part, as currently we have not got rental for even 1 year and there should be defined timeline to release the standby to release the rental payment.	Hardware taken on rent is taken only in case of dire exigency when there is a natural calamity and the rate contract is not in place. Such situations of keeping the device on rent for a long
77	E. Service Level Agreement (F	c) AIOs and Hybrid Laptops AIO: For any breakdown of AIO desktop, the same should be resolved	4 Hour resolution is not possible, amend the same to Next to Next Business Day	repeat. Hence standby should be ready within 4 hours.

78	Page no. 22, point number (e)	For any breakdown of AIO desktop, the same should be resolved within 4 working hours from the call booking in LIC's HCT Module and if it is not resolved within 4 hours, standby of equivalent or	4 Hour resolution is not possible, amend the same to Next to Next Business Day	repeat
79	General	General	Make and model, Warranty end date number of the assets, location wise with address is required	We will look into it.