

1. Varying the Services

I. Variations proposed by LIC –

LIC reserves the right to initiate any change in the scope of contract. Vendors must factor in a maximum of 25% scope changes within the services, appliances, licenses, on-site support etc. Any change in the scope beyond this 25% will be informed to the vendor in writing. If LIC wants to vary the Services:

- a) LIC will request the Vendor in writing setting out the proposed variations.
- b) within 15 working days after receiving LIC's request or within another period mutually agreed, the Vendor must respond in writing to LIC specifying what impact those variations will have on:
 - i. the Service Charges; the Services or Deliverables, including any Deliverable.
 - ii. the Vendor's ability to perform its obligations under current Contract (including its ability to meet Milestones) and with respect to the change of scope proposed.
- c) Within 15 working days after receiving the Vendor's response, or within another period mutually agreed, LIC will give the Vendor a written notice accepting or rejecting the response.
- d) The contract may be varied only in writing signed by each party.

II. Effective date of variation –

Any variation in the services will take effect from the date on which the parties execute a Change Order. In such a case, the Contract will be amended to give effect to the Change Order.

III. Change Order –

- a) If any such change causes an increase or decrease in the cost of, or the time required for, the vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the vendor for adjustment under this clause will be asserted within fifteen (15) days from the date of the vendor's receipt of LIC's change order.
- b) Payment under this clause will be made only if Change orders are exercised, approved and delivered.

IV. Change Requests –

The following would constitute a Change request:

- a) Any work which has not been specifically mentioned in the scope of work of the RFP, the annexure, and the pre-bid queries.
- b) Any changes in the deliverables post approval by LIC.

In such a case, the additional effort estimated by the vendor and its costs would be discussed and finalized in discussions with the vendor. The basis of this cost would be as quoted by the vendor in the Annexure G - Indicative Commercial Bid.

Payment under this clause will be made only if Change requests are exercised, approved, and delivered.

V. Contract Amendments –

No variation in or modification of the terms of the contract shall be made except by written amendment signed by both LIC and the vendors. Any changes in law, taxes and policies shall be governed through the provision of this RFP.