Brief Description of Procurement:	REQUEST FOR PROPOSAL Design, Development, Implementation and Maintenance of HRMS System for Life Insurance Corporation of India
Bid Ref:	Ref: LIC/CO/Personnel/HRMS Implementation/RFP-2023
Date and Time of Pre-Bid Meeting	14th July, 2023 at 14.30 Hrs.
Venue of Pre-Bid Meeting	Hosted virtually at LIC of India, Central Office, 6th Floor, East Wing, Conference Room, Yogakshema, Nariman Point, Mumbai, Maharashtra – 400021.

The following officials of LIC of India and Aon Consulting Private Limited were present in the pre-bid meeting:

S. No.	Name	Designation	Organization
1	Mr. Sandeep Kumar	Chief, Personnel	LIC Of India
2	Mrs. Vandana Buch	Secretary, Personnel	LIC Of India
3	Mr. Pramod Kumar	Deputy Secretary, Personnel	LIC Of India
4	Mr. Azhar Ahmed Khan	Assistant Secretary, Personnel	LIC Of India
5	Mr. Piyush Prakash Pujari	Administrative Officer, Personnel	LIC Of India
6	Mr. Anubhav Arora	Asst. Admin. Officer, Personnel	LIC Of India
7	Mr. Atul Grewal	Asst. Admin. Officer, Personnel	LIC Of India
8	Mr. Abhishek	Asst. Admin. Officer, Personnel	LIC Of India
9	Mr. Sangeet Saurabh	Director	Aon Consulting Pvt. Ltd.
10	Ms. Ankita Singh	Consultant	Aon Consulting Pvt. Ltd.
11	Mr. Prajwal Prithany	Consultant	Aon Consulting Pvt. Ltd.
12	Ms. Ishita Bansal	Consultant	Aon Consulting Pvt. Ltd.
13	Ms. Payal Trivedi	Consultant	Aon Consulting Pvt. Ltd.

Proceeding of the pre-bid meeting is as follows:

1. At the outset, Asst. Secretary (Personnel), made a briefing about the scope of services and purpose of the pre-bid meeting. Details pertaining to timelines, eligibility criteria, technical criteria, scoring, and other requirements were explained.

2. Thereafter, prospective bidders were requested to put up their queries related to the scope and terms and conditions given in the RFP document.

3. The responses to queries sought from prospective bidders in e-mail and those asked during the meeting have been compiled as annexure Pre-bid Queries.

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The following Bidders' Representatives attended the pre-bid meeting:

1	Dinesh	20	Prakhar	39	Srinivas	58	Darshan Watve
2	Varun	21	Sandeep Nilekar	40	RUPESH Jain	59	Krishan
3	Binoy	22	Saurabh Dwivedi	41	Ripudaman Magon	60	Sayali
4	Dhanraj	23	Punit	42	Anindo Roy Das	61	Amit
5	Muruvel	24	Rahul	43	Bipul Lahiri	62	Himanshu
6	Vidyabharthi Ganapathi	25	Ela Ngyech	44	Mohit	63	Raghav
7	Mukesh	26	Karthik	45	Pradeep	64	Rajesh Tiwari
8	Rajendra Singh	27	Ankur Khandelwal	46	Pradyuman	65	Soham B
9	Aditya	28	Bhuvana Natrajan	47	Ankur	66	Vandana Y
10	Agam	29	Rachit Sahai	48	Jitendra	67	Sanjay Singh
11	Ankit	30	REENA K	49	Surbhi		
12	Disha Arora	31	Sohini Shah	50	Manish Ganguly		
13	Pratyusha	32	Sonali Dekate	51	Manish Singh		
14	Srikunj	33	Srividya Arun	52	Ramanathan Iyer		
15	Tejas	34	Sudhir Patil	53	Ahmad		
16	Sunil P	35	Suma Wai	54	Avishek		
17	Abhinav Choudhary	36	Saurabh	55	Gautam Sangeneria		
18	Manasi Sharma	37	Krishna Sontena	56	Vishal		
19	Murthy Kattamuri	38	Sirish	57	Vinu Paul		

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Annexure_Pre_Bid_Queries

**Clarifications in regards to queries / suggestions received for REQUEST FOR PROPOSAL Design, Development, Implementation
and Maintenance of HRMS System for Life Insurance Corporation of India.
Ref: LIC/CO/Personnel/HRMS Implementation/RFP-2023 dated 06.07.2023**

Sr. No.	RFP Page No	RFP Clause No.	Existing	Clause Query/Suggestions	Response
1	105	6.3.19.1 Disaster Recovery & Business Continuity Plan	c. The bidder shall ensure that, the switch over and switch back between Production and DR should be automated and ensure RTO of 4 hour and RPO of 15 minutes are achieved.	Request to revise RTO to 12hr	No change in RFP terms
2	Page 123	PART 7: SLA AND PENALTIES	RTO during disaster for shifting to DC - 4hrs	Request to revise RTO to 12hr	No change in RFP terms
3	Page 123	PART 7: SLA AND PENALTIES	RPO during disaster for shifting to DC - 15mins	Request to revise RPO to 1hr	No change in RFP terms
4		LIC/CO/Personnel/HRMS implementation/RFP-2023		Can startups/msme's apply for this tender?	Refer to the RFP

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5		LIC/CO/Personnel/HRMS implementation/RFP-2023			Would the application and EMD amount be waived for startups?	Refer to the RFP
6					Would the minimum turnover requirement/profitability clause be waived for startups?	No change in RFP terms
7				Genral	Can System Implementator be the primary bidder?	Kindly refer to the Corrigendum uploaded
8	42		Part 5: Executive Summary	These applications are decentralized and built on legacy platforms which have limitations to integrate with enterprise applications and are not scalable. Some of the major functions such as manpower planning and training are done manually.	What are the legacy systems in use for LIC - HR management & training needs?	Details to be shared with the successful bidder.
9	42		Part 5: Executive Summary	These applications are decentralized and built on legacy platforms which have limitations to integrate with enterprise applications and are not scalable. Some of the major functions such as manpower planning and training are done manually.	Training currently happens manually, can you give the number of prople involved in managing the manual process as systems are not integrated, also would you be able to provide us a list of the manual activities performed as a result of the decentralized system?	Details to be shared with the successful bidder.

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10	44	5.1	An employee who interacts with HR process of any kind in the organization has to deal with various different systems, i.e. a. eFEAP b. eDARPAN c. Concurrencia d. Gyanpeeth e. UDIT (Disciplinary and Vigilance) f. Pen and Paper mode g. Via E-Mail	How are the current applications (eFEAP, eDARPAN, Concurrencia, Gyanpeeth, UDIT (Disciplinary and Vigilance), Pen and Paper mode, Via E-Mail) interacting with one another?	Details to be shared with the successful bidder.
11	73	6.3.2.10		What is the number of active courses that need to be migrated?	Details to be shared with the successful bidder.
12	73	6.3.2.10		What is the number of scorm/aicc contents that need to be migrated?	Details to be shared with the successful bidder.
13	73	6.3.2.10		Do you currently have a single-sign-on implemented on all the applications? What single-sign-on provider is currently being used? Are there any customizations done in the single-sign-on?	Bidder to propose the same as part of the HRMS solution
14	73	6.3.2.10		How many user transcript records need to be migrated?	Details to be shared with the successful bidder.
15	75	6.3.2.10. dd	Provision to send timetable of the course to employee via mail to get confirmation for the attendance of employee for the	Do the users need to receive calendar invites for ILT sessions? The requirement statement is incomplete. Assuming that expectation is get confirmation of attendance over email, and email should have a link to confirm the attendance back to the LMS system?	Kindly refer to the Corrigendum uploaded

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16	75	6.3.2.10. ff	Track and schedule courses for both in--house and external courses	Can you please provide a list of third party content providers that are being currently used by the LMS users? (Eg: LinkedIn Learning, Coursera, Udemy, YouTube, etc.) Also confirm if these are currently integrated with your LMS and is there an expectation to integrate it with the new LMS?	Details to be shared with the successful bidder.
17	74	6.3.2.10. q	"Launch courses from any device (mobile/tablet/desktop/ laptop) with a browser – The solution must support a browser based interface using which a participant can	The RFP mentions - Chrome, IE, Edge, Safari, Firefox etc. Do we need to consider MAC browser as well? Please list all browsers for more clarity.	Refer to the RFP
18	Functional Requirements Document	Row 1533	Listing of organizations and maintenance of institute profiles	Need more details on the 'maintenance of Institute Profiles' and its relevance on the LMS.	Details to be shared with the successful bidder.
19	Functional Requirements	Row 1572	Avg. No. of sessions handled per faculty per week. No. of sessions handled by outside guest speakers	How are the guest speakers currently managed by LIC?	Details to be shared with the successful bidder.
20	Functional Requirements Document	Row 1575	Total stock of library books (number)	How does LIC currently maintain book-keeping for all the books in their library?	Details to be shared with the successful bidder.
21	Functional Requirements Document	Row 1609	Sports Events	How does LIC currently handle Sports Events? How do you invision it to happen in the future?	Details to be shared with the successful bidder.

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22	23	PART 3: ELIGIBILITY CRITERIA	ELIGIBILITY CRITERIA	1. In case, an OEM partners with a SI and the SI is the main bidder. a. Does the SI have to disclose the OEM they are partnering with? b. Does the OEM have to meet the eligibility criteria on their own standing? c. Will the Make in India criteria apply to the OEM? If yes, how will it be applied?	1. a) Yes b) Refer to the RFP C) Refer to the RFP
23	23	PART 3: ELIGIBILITY CRITERIA	ELIGIBILITY CRITERIA	2. An HRMS comprises multiple modules. Can the SI follow the best-of-breed approach and build the HRMS with modules from different OEMs i.e. stitch together their solution with seamless experience?	No
24	23	Point No. 4 (Eligibility Criteria Table)	The Bidder should be a profitable organization based on profit before tax (PBT) for at least 03 (three) out of the last 05 (five) financial years	We request LIC to extend relaxation to this clause for MSME's	No change in RFP terms
25	23	Point No. 5 (Eligibility Criteria Table)	The Bidder must have an average annual turnover of minimum Rs. 500 crores per annum during the last 02(two) financial year(s) i.e., FY22-23 and FY21-22. For start-ups/MSEs, the Bidder must have an average annual turnover of minimum Rs. 5 crores per annum during the last 02 (two) financial years i.e., FY22-23 and FY21-22.	We request LIC to extend the relaxation to this clause for MSME's rather than MSEs similar to the one provided by large Public Sector Unit for their HRMS requirement RFP.	Kindly refer to the Corrigendum uploaded

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26				Does LIC leverage any middleware's for integration?	Currently,Tibco is being used as the middleware.
27				In the Functional Fitment sheet , it is mentioned that the points are not to be clubbed. However, for custom components (VS- 1) , there might be duplication of man days at TL and TM level if this is to be maintained for each line item. Can the man days be tracked component wise?	Kindly refer to the latest Functional Requirements Document by LIC.
28	27	Part 3, Clause 14		Solution Capabilities – Since the criteria is 70% & 80% fit for functional & non functional requirements – is there any specific criteria for aggregate scoring of the capabilities	No
29	186	10.8		Annexure H & RFP have a mismatch wherein throughout the RFP (under Bidder experience) it is mentioned that "Listed companies" will be considered, however in Annexure H, it is mentioned as only "Listed Public Companies"	Kindly refer to the Corrigendum uploaded
30	278	Anexure AA	Declaration on Implementation of HRMS in companies over 30,000 employees to be submitted in Annexure I	In the document checklist, it is mentioned that this information is to be provided as part of annexure I, however there is no line item in Annexure I that refers to this statement. Kindly confirm in which annexure this information has to be provided	Kindly refer to the Corrigendum uploaded
31	44	Point 1.1	Personal Information - Duration of Data Transfer	What is the amount of data (in terms of number of years) expected to be uploaded when it says "Since Inception"? Does the data transfer include exit employees also?	1)Details to be shared with the successful bidder. 2)Data includes exit employees (pensioners and non-pensioners)

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32	48	Point 5.2.h	The new applications should be able to interface with systems like Enterprise data warehousing, document management system, eFEAP, Portal/Intranet, CRM, Financial Management system, Email and SMS Server etc.	Who is the current Email service provider for your employees?	Microsoft outlook 2016 on premises.
33	51	Point - aa	The Bidder shall be responsible for extractions, validations and migration of entire legacy data from the existing systems to new HRMS system by the Bidder before going-live with proper validations, controls and consistency checks in coordination with respective departments.	Data extraction & cleansing is typically carried out by client. Is our understanding correct, kindly confirm? Could you also kindly share what is the volume of data that is in scope (tentatively)	Refer to RFP terms for role of Bidder in migration. Volume of data in scope may be 2-3 TB (Tentatively, Subject to Final Confirmation)
34				Does LIC has an existing change management team, tools and related processes? If yes, how does it operate?	No
35				As part of comms strategy, is there a client expectation to translate the communication material in Hindi or any other regional languages?	All communication material to be provided in English and Hindi
36				What were the challenges faced by the LIC during the previous implementation from change management perspective (in driving change adoption)?	Details to be shared with the successful bidder.

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37	23	Eligibility condition Clause 5	The Bidder must have an average annual turnover of minimum Rs. 500 crores per annum during the last 02(two) financial year(s) i.e., FY22-23 and FY21-22. For start-ups/MSEs, the Bidder must have an average annual turnover of minimum Rs. 5 crores per annum during the last 02 (two) financial years i.e., FY22-23 and FY21-22. Document Required: Copy of the audited financial statement for required financial years.	1. Since the financial statements are currently in the process of being audited, request you to permit submission of provisional certificate/certificate from certified auditor certifying the numbers for the FY2022-23. 2. Kindly provide a template for such certificate from auditor, if any.	Kindly refer to the corrigendum uploaded
38	231	Clause dd	Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and any revision thereto will be applicable for this RFP.	Requesting guidance/ template on how to furnish any details certifying that OEM deployed is "Make in India" compliant.	Bidder can provide the same in their own Self Declaration Format
39	64	6.3.2.2.e	Physical biometric devices already exist with all the IT hardware inventory in LIC. Thus, integration of the system to capture the attendance	Who is the Biometric devices vendor? Where is the biometric data maintained? Is the biometric data maintained at a Central location? What database is being used to capture the biometric data? What is the structure of the data?	Details to be shared with successful bidder
40	32	4.1.3.a.ii.	Mobile Device Management	Please clarify if there is any specific MDM solution that the team is looking to integrate with (e.g. Microsoft Intune)	Bidder to propose a MDM solution as part of the HRMS solution.

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41	32	4.1.3.b.ii.	Interoperability	Please elaborate on this requirement	The proposed solution should work seamlessly on multiple platforms, browsers etc.
42	48	5.2.h.	The new applications should be able to interface with systems like Portal/Intranet, etc.	Please explain the use cases for Portal/intranet integrations.	The proposed solution should integrate with required and relevant LIC portals seamlessly
43	49	5.2.i.	The system should be able to integrate with LIC's email messaging system and should allow forwarding/receiving of emails to/from the system.	Kindly specify in a saas model email messaging come within the product as a service hence particularly the separate integration would not be required. Request to confirm considering the same	Microsoft Outlook 2016 on premises.
44	54	6.1.i.	Test instance to be always available and refreshed in the frequency confirmed by LIC.	By default, a staging instance is provided to test out the configurations before go live and all the configurations as well as data is then migrated to Production post go live. Will LIC require this additional instance even post-go live? Please confirm as we would need to tweak the commercials accordingly	Test instance will be required for the entire duration of the project.
45	54	6.1.j.	The Bidder will be required to fix any vulnerability in the solution at no additional cost during the entire tenure of the contract. These vulnerabilities can be detected by the LIC or can be a finding of any internal or external audit conducted by the LIC or its auditors on a periodic basis.	As part of standard operations, third party audits are conducted (ISO 27001, ISO 9001, SOC2, VAPTs, etc) on the platform and reports are shared with customer on need basis. Please confirm if LIC will still need to carry out any other external audits on the platform, please specify.	Yes, LIC at its discretion may carry out audits by its empanneled auditors

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46	54	6.1.m.	Over and above India Operations, the bidder has to ensure that the specified modules (Performance Management System, Learning Management System, and any other specified to the Bidder by LIC) in the proposed solution should be made available for LIC employees in its foreign offices as well.	For employees based out of countries other than India, are there any requirements w.r.t. hosting of the data? Is it safe to assume that all data needs to be hosted within Indian boundaries?	Yes, data to be hosted within Indian boundaries
47	90	6.3.6.d.	Selected Bidder must interface the solution to the below mentioned applications of the LIC. i. LIC ERP eFEAP ii. Third party Bio-metric Attendance System. iii. Document Management Systems.(EDMS)	i. Please specify the data points (e.g. employee master data, attendance data, etc.) to be sent from HCM to eFEAP or vice versa ii. Could the team please elaborate on how the attendance punches are getting stored in the system? Is it being stored in a database (e.g. MySQL or MS SQL)? Is the database centralised for all locations? iii. Is the requirement to store employee HR documents in this system?	i,ii - Details to be shared with the successful Bidder iii - Yes, employee HR Documents to be stored in the system
48	90	6.3.6.d.	Selected Bidder must interface the solution to the below mentioned applications of the LIC. iv. Enterprise Integration System (EIS) v. Email, SMS vi. Business Intelligence Applications	iv. Is it safe to assume that the EIS layer will act as an integration bus to carry out further downstream integrations, once the HRMS is integrated with the EIS system? v. Please specify the service providers for Emails, SMS's, Whatsapp messages and if integration is required for these? vi. If the HRMS has a whitelabelled and embedded Microsoft PowerBI within the solution, then please specify if the integration is still needed? If yes, please elaborate on the use case.	i,ii - Details to be discussed and assessed with the successful Bidder iii - In case the analysis required by LIC can be done through embedded Microsoft PowerBI, integration will not be required. This will be assessed at a later stage.

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49	90	6.3.6.d.	Selected Bidder must interface the solution to the below mentioned applications of the LIC. vii. Enterprise-wide data warehouse viii. File Gateway ix. Integration with LIC's Security Operation Center (SOC) including SIEM, DAM, WAF	vii. Could you please elaborate on what all data points need to be sent/received to/from the data warehouse (e.g. employee master data, etc.)? viii. Please elaborate on this requirement. ix. For SaaS applications, generally the SOC operations are handled centrally by the solution provider and integration with customer's SIEM, SAM, WAF is not generally required. Please confirm if this will still be applicable for SaaS providers. We need this information as it will potentially have impact on the commercials.	vii, viii - Details to be discussed with the successful bidder ix - Yes, integration needs to be done
50	90	6.3.6.d.	Selected Bidder must interface the solution to the below mentioned applications of the LIC. x. Integration with LIC's AD (Microsoft AD), SSO. xii. System should support traditional integration · Bulk upload of flat files · API based integration · Message based integration	x. Please specify if there is a single instance of Azure AD being used throughout the organization or multiple integrations will be required for separate instances of Azure AD? xii. Please elaborate on the requirement for message based integration.	Details to be discussed with the successful bidder
51	97	6.3.13.d.	Provide automated audit tools for LIC's internal/ concurrent/ statutory / IRDAI, RBI, or any other government authorities/inspectors for auditing all the components of the solution provided.	In general, SaaS providers centrally manage the auditing requirements and share the reports and findings with customers on need basis. Please confirm if this requirement also applies to SaaS providers.	No change in RFP terms

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52	98	6.3.14.e.	Terminal devices (e.g. bio-metric device for access management) attached to the HRMS system shall experience response times (from the point at which the key is depressed to indicate the completion of a transaction until the transaction response is displayed at the terminal device) no greater than 3s (Three Seconds).	The installation or maintenance of terminal devices does not seem to be in scope of the RFP. Please confirm if this requirement pertains to HRMS systems.	Installation and maintenance of terminal devices to be managed by LIC. Response time on these devices to be ensured by HRMS Bidder.
53	100	6.3.18.f.	Bidder shall comply with Data Governance policies and standards of LIC including data retention	Please share the Data Governance policies and data retention policies of LIC.	Details to be shared with the successful bidder.
54	50	5.2.cc	Conduct digitization of content for knowledge management	Can you please elaborate on this point? What exactly is meant by digitization of content?	Refer to the latest Functional Requirements document by LIC.
55	105	6.3.21.b	The training batches may be continuous or in a staggered fashion	Is this training expected to be in-person or virtual? If in-person, what all locations are to be covered?	Trainings will be a mix of virtual and in-person. In-person training will be conducted at LIC Central office in Mumbai

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56	273	10.25	Over and above India Operations, the bidder has to ensure that the specified modules (Performance Management System, Learning Management System, and any other specified to the Bidder by LIC) in the proposed solution should be made available for LIC employees in its foreign offices as well. The remaining modules may have to be extended to these employees in the future as per business need.	Can we assume India processes also apply to global population and processes are consistent across the globe?	Policies may vary across different regions
57	53	6.1.a	The Solution Design of the to-be systems, operating model, and processes (also referred to as blueprint) will be used to drive the following phases of the delivery. The blueprint will have to address both functional/business requirements, technical specifications for the platform as well as integrations with other LIC systems specified in the scope.	Can you please elaborate on the future state operating model?	Details to be shared with the successful bidder.
58	52		The bidder shall carry out all customizations related work at the premises of LIC.	Typically, we propose a hybrid working model leads/critical resources are present in person and majority of the team work remotely and join in person for all key activities/phases of the project. Can we consider a similar approach here?	Yes. Further details shall be shared with successful bidder

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59	54	6.1.m	Over and above India Operations, the bidder has to ensure that the specified modules (Performance Management System, Learning Management System, and any other specified to the Bidder by LIC) in the proposed solution should be made available for LIC employees in its foreign offices as well.	Can we assume that the processes and deployment approach defined for India locations also apply for foreign offices? Please specify if any special considerations need to be included.	Policies may vary across different regions.
60	104	6.3.19.1.a	The selected Bidder will be responsible for providing regular backup (full, incremental, and inclusive of log backup), disaster recovery (DR) services under the standard hosting agreement.	The backups are taken at a defined intervals and is maintained by the OEM. The backup cannot be shared with the customer. Please confirm if the backup report can suffice.	Yes, backup report will suffice
61	93	6.3.8.2.q	During hypercare tenure, dedicated teams to be available around the clock to address urgent issues, minimize downtime, and ensure the smooth operation of critical systems.	Is the technical support services during hypercare period required 24*7. Also, all this helpdesk services is required onsite/remotely. Pls clarify. If it needs to be onsite, then will it be only required at LIC HQ in Mumbai or at other office locations also? Kindly provide all details around the same	1) In hypercare period, on-site technical support services are not required 24*7 2) Remote support services will be required 24*7 throughout the support period. 3) Help Desk services required onsite will be within office hours specified by LIC and only at the LIC Central Office in Mumbai.

62	94	6.3.9.g	Knowledge transfer sessions to end-users to help them adapt to new systems or workflows	Typically we follow a Train-the-Trainer (TTT) model, where we provide training to the Core User group, who in turn provide training to the End users. We provide training materials to the Core User group which can be leveraged by the Core Users to ccascade to the the End Users. While we may provide assistance to the Core Users for providing End User training, however, End-User training should be essentially Client responsibility. Is our understanding correct, kindly clarify? Or do we need to provide end user training also? If yes, will this training be done in-person or remotely? Please clarify the total number of users to whom training needs to be provided from our end	1) Bidder will have to provide training to the Core Team 2) The composition of Core Team will be at LIC discretion 3) Bidder may have to provide remote training to End Users on need basis
63	125	7.2.1.5	Penalty for failed UAT Test cases: A total of 95% of all the test cases in UAT for every Service should be successful. Failing which there will be a penalty of Rs. 10,000/- per service.	How penalty per service will be calculated for UAT. Please clarify . Accordingly the penalty will be calculated for both phase 1 and phase 2 UAT.	For the calculation of failed UAT Test Cases, Sub-Phase 1 and Sub-Phase 2 will be treated separately.
64	134	8.9	NO Subcontracting is permitted for the scope of work to be provided to LIC pursuant to this RFP.	Could you please reword this clause to "Subcontracting will be allowed with written authorization from LIC", as otherwise the bidder is not allowed to assign whole or part of the assignment to OEM provider.	No change in RFP terms
65				Could you kindly provide the employee split of India vs Global? Can we get a bifurcation of location wise headcount (both within India & across foreign locations also)	Details to be shared with the successful bidder.

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66	164	8.35	The Selected Bidder (Bidder) may be subject to audit by internal/ external Auditors appointed by the LIC / IRDAI or any regulatory authority.	Is this an Audit of the Project/implementation or an audit of the Firm?	Audit of the Project
67	170			Annexure C: Bank Guarantee towards EMD 1. Please specify the value of stamp paper to be used for Bank Guarantee. 2. Kindly indicate if the beneficiary bank (for BG) is SFMS compliant? Yes/ No 3. Please share the supporting document for SFMS compliance status.	1) Value of stamp paper is INR 500 2) SFMS compliance not mandatory
68	54	6.1.c	Testing of the new platform addressing both functional and nonfunctional behaviours (including performance, capacity, and security testing)	Is Accessibility Testing In-Scope?	Yes
69	54	6.1.c	Testing of the new platform addressing both functional and nonfunctional behaviours (including performance, capacity, and security testing)	Are we planning for Cross Browser Testing? If Yes, What are the different browsers with the applicable versions on which the testing needs to be done?	All latest versions of browsers. Please refer to "Non-Functional Requirements by LIC"

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70	49	5.2.e	To use a Web enabled centralized solution (bilingual – English & Hindi) with security features that helps the LIC achieve the objectives of operational efficiency, streamlined process and workflow automation in respect of HR functions.	What is the default language for the HRMS application?	English
71	53	5.3	The bidder shall start customization and User Acceptance Test as per the project timelines.	The bidder will be supporting LIC during UAT and the actual UAT will be performed by LIC. Please confirm on this understanding.	Refer to RFP Section 6.3.23
72				Is Data virtualisation part of Scope?	Yes
73				What is the current as-is infrastructure and what is the planned to-be infrastructure including Data Centers for supporting the New cloud based HRMS?	Current Data is hosted on private Cloud. Further details to be shared with successful Bidder
74				What is the recommended infrastructure architecture by LIC for HRMS. Details on the available architecture will help understand the interdependencies and design the Operate part of the solution for Cloud based HRMS?	Details to be shared with the successful bidder.
75	106	6.3.21.g	Before the start of UAT, all core users of the system identified need to be trained for conducting UAT.	Can we propose to have training for UAT testers remotely?	No change in RFP terms

76	109	6.3.22.1.c	System testing shall utilize "real" data, and shall be performed by the Bidder. The system test shall be intended to demonstrate the critical business functions of the application and the overall effectiveness of the user-facing aspects.	The term "real" data pertains to mock data simulating the real life scenarios or LIC will be providing the existing prod like data for testing?	Yes, "real" data refers to mock data simulating real scenarios
77	16		EMD of all unsuccessful bidders would be returned to the issuing bank, by Life Insurance Corporation of India within 45 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of the successful bidder would be returned within 30 days upon submission of the Performance Bank Guarantee as per the format provided in Annexure D	Can we request to reduce the timeline to max 15 days instead of 45 days in case of unsuccessful bidders	No change in RFP terms
78	48		Considering the enormity of the assignment and the envisaged relationship with the bidder, any service, which forms a part of the solution that is not explicitly mentioned in this RFP as excluded, would form part of this RFP, and the bidder is expected to provide the same at no additional costs to LIC.	Request to modify the clause. Any new solution that may be identified to be required during the contract period but is not envisioned in this current RFP scope will be treated as Change Request and will follow the due diligence of additional costing and approval required from client as well.	Kindly refer to the Corrigendum uploaded

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79	54		LIC will not be responsible or liable for any infringements or unauthorized use of the licensed products. In the event of any claims against LIC for any license related issues, the selected Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the selected Bidder.	Request to modify the clause. The bidder should not be liable for indirect and consequential damages. Its liability & Risk should be restricted to direct damages determined to have arisen from its breach of contract. Such direct damages should be capped.	No change in RFP terms
80	54		Further if the selected Bidder has missed out providing any required licenses/artifact/resource requirements etc. to LIC, then LIC will not bear any additional amount for procurement of such licenses/artifact/provision of resources at a later date.	Request to modify the clause. Licences/artifacts/resource requirement limited to the scope defined in this RFP will be given within the cost proposed. Any out of scope activities will require change request and additional effort,timeline and costing.	No change in RFP terms

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81	93			The Bidder will be responsible for data migration to the new system in case of contract termination, at no additional cost to LIC.	Can we propose to modify this clause to the following: LIC to make the payment till the data migration stage as per the agreed payment milestone in case of any such termination. Further, the standard termination clause that needs to be addressed is : Client may terminate the Contract, by not less than thirty (30) days written notice of termination to the bidder. If the bidder does not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) days after being notified or with any further period as the Client may have subsequently approved in writing.	No change in RFP terms
82	100			In case LIC decided to extend the HRMS implementation for its foreign offices, bidder shall comply with the applicable country specific regulatory compliances.	Could you list out all such requirements that needs regulatory compliances due to foreign office engagement?	Details to be shared with the successful bidder.

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| 83 | 115 | | Unless expressly agreed otherwise in a specific agreement, the Bidder shall invoice the fees for the Services as set out in this section. The project will be completed in 3 major phases.

Phase 1: 15 months of Implementation and Training (Further breakdown of this is mentioned in table below)

Phase 2: 3 months of Hypercare support post Go-Live of each phase

Phase 3: Remaining period of Total Contract Tenure as Stable State Support (Total Contract Tenure is 8 years) | Estimation on the overall licenses required by LIC during contract period is not mentioned. Could you kindly provide this information? | Refer to Annexure T |
| 84 | 119 | | LIC expects that the selected bidder completes the scope of work within the timeframe. Inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. | Request to modify the clause. The bidder should not be liable/penalized for indirect and consequential damages. Its liability & Risk should be restricted to direct damages determined to have arisen from its breach of contract. Such direct damages should be capped to a reasonable LD amount.

Can we propose to modify this clause accordingly? | No change in RFP terms |

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85	120		Any reasonable additional third-party costs which have accrued for third parties which are managed suppliers, and which have accrued because of steps which LIC has reasonably and necessarily incurred directly because of the delay in achieving the milestone, and which have been notified to the Bidder but for the avoidance of doubt excluding any such costs which LIC has recovered elsewhere under the Contract. LIC shall use its reasonable endeavours to mitigate such costs and shall not be entitled to recover twice in respect of the same loss.	Request to modify the clause. Bidder should be held responsible for delay that is solely attributable to the bidder based on the agreed penalty percentage	No change in RFP terms
86	125		Penalty for failed UAT Test cases: A total of 95% of all the test cases in UAT for every Service should be successful. Failing which there will be a penalty of Rs. 10,000/ per service.	How penalty per service will be calculated for UAT. Please clarify . Accordingly the penalty will be calculated for both phase 1 and phase 2 UAT.	For the calculation of failed UAT Test Cases, Sub-Phase 1 and Sub-Phase 2 will be treated separately.

| 87 | 125 | | Penalty worked out will be recovered from the bills. No payment due will be released/ adjusted before penalty due is paid by Bidder. There would be no payment for man-days invested in removing defects in developments. | In case we are raising parallel invoice of any two services provided or for services that are not linked directly but invoice has to be raised for those multiple services in a particular month. But due to penalty imposed on one bill, the subsequent payments will be kept hold.

We request LIC to delete such clause and allow release of payment for all those parallel services that are completed by bidder. | In case parallel invoices are raised for multiple services not directly linked, penalty will be recovered from the bill which is related to the penalty. Payment will be released for the other services. |
|----|-----|--|--|--|--|
| 88 | 125 | | In case of non-replacement of resource within two weeks after the release of existing resource, a penalty of Rs.10,000/- per day will be charged till the new and suitable resource is provided. The waiver can only be permitted by LIC in befitting situations as per discretion of LIC. | Request to modify the clause.
i. Penalties should be charged only for the replacement of key personnel and to calculated weekly instead of per day wise.
ii. Limit overall penalty/LD of the bidder for any instance where bidder is solely attributable for loss/damage/penalty to maximum of 10% of contract value. | No change in RFP terms |
| 89 | 133 | | The bidder will abide by the job safety measures prevalent in India and will free LIC from all demands or responsibilities arising from accidents or loss of life the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated. | Indemnity clause must be mutual for both the parties. Bidder would request to negotiate on this clause | No change in RFP terms |

| 90 | 137 | | During the performance of the services for this agreement, each party grants to the other party a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the term of this Agreement. | We can give the ownership of deliverables to LIC. However, pre-existing IPR in the deliverables will still be with the bidder. Considering this we propose below language for modification:

"Upon expiration of this Agreement / Contract or sooner upon written request of the Client, all Confidential Information in the possession of <<bidder>> shall be returned to the Client or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. Notwithstanding the foregoing, <<bidder>> retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that <<bidder>> may use or develop in connection with this Contract".

<<bidder>> is not responsible if the client infringes the IPR by modifying the deliverables submitted by <<bidder>> | No change in RFP terms |

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| 91 | 138 | | The Bidder will indemnify LIC against all third-party claims of infringement of patent, Intellectual Property Rights, trademark, copy right or industrial design rights arising from use of the Bidder's Solution or any part thereof throughout the Offices of LIC, including but not limited to the legal actions by any third party against LIC | Here Indemnity is wide and not mutual. Can we suggest for modification of above remedy for breach of warranty to below language to have a mutually agreed indemnity clause/for remedy of warranty:-

Each Party shall indemnify (Indemnifying Party), defend and hold harmless Other Party and its Affiliates, and respective employees, directors, officers, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents (each a "Indemnified Party"), from and against any and all sums finally awarded to a third Party arising from a claim, action or demand by such third Party against a Indemnified Party, whether based in whole or in part in contract, tort, negligence, statute or otherwise, to the extent that such claim, action or demand arises from the death of or bodily injury to any person or loss of or damage to real or tangible personal property to the extent directly caused by the gross negligence or Willful Misconduct of Indemnifying Party, its personnel, agents, or Affiliates during the course of the Services under this Agreement. As used in this Agreement, "Willful Misconduct" means an action undertaken by a Party with the malicious intent to cause harm to the other Party. | No change in RFP terms |

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92	139		In the event of any claim asserted by a third party of infringement of copyright, patent trademark or industrial design rights arising from the use of the systems or any parts thereof with relation to the contract deliverables, in LIC's country, the Bidder will act expeditiously to extinguish such claim. If the Bidder fails to comply and LIC is required to pay compensation to a third party resulting from such infringement, the Bidder will be responsible for the compensation including all expenses (court costs and lawyer fees). LIC will give notice to the Bidder of such claim, if it is made, without delay as when received.	Bidder's Intellectual Property Indemnity covers only copyrights and trademarks and not patents. The reason for this is that providing an indemnity for Patents becomes a practical challenge and is not relevant for the services being provided by Bidder. It is difficult to figure out whether a product infringes third party patent or not. Additionally, a patent check would be required throughout the world resulting in additional costs. We therefore prefer to exclude patents from IP indemnity and provide protection for trademarks and copyright infringements. Bidder would request to negotiate on this clause once project is awarded	No change in RFP terms
93	141		The Amount against Penalties, if any, will be recoverable from the Payment OR from any other payment due to the Bidder OR from performance Company Guarantee	If any such penalty is to be imposed,the same must be mutually agreed between LIC and bidder and such deductions must be informed in written to bidder. Can we propose to modify the clause accordingly?	No change in RFP terms

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| 94 | 144 | | Subject to Clause 8.19.1 below, Bidder will undertake to indemnify LIC from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, Corporation or other entity (including LIC) attributable to the Bidder's negligence or wilful default in performance or non-performance under the contract. If LIC promptly notifies Bidder in writing of a third-party claim against LIC that any Service provided by the Bidder infringes a copyright, trade secret or Indian patents of any third party, Bidder will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. | The indemnity is wide and is not mutual. the indemnity should be in interest of both the parties to be specific on the language in order to avoid any unambiguous or broad indemnities.

We suggest the following language as below:

1. Each Party shall indemnify (Indemnifying Party), defend and hold harmless Other Party and its Affiliates, and respective employees, directors, officers, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents (each a "Indemnified Party"), from and against any and all sums finally awarded to a third Party arising from a claim, action or demand by such third Party against a Indemnified Party, whether based in whole or in part in contract, tort, negligence, statute or otherwise, to the extent that such claim, action or demand arises from the death of or bodily injury to any person or loss of or damage to real or tangible personal property to the extent directly caused by the gross negligence or Willful Misconduct of Indemnifying Party, its personnel, agents, or Affiliates during the course of the Services under this Agreement. As used in this Agreement, "Willful Misconduct" means an action undertaken by a Party with the malicious intent to cause harm to the other Party. | No change in RFP terms |

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| 95 | 146 | | Except in cases of criminal negligence or wilful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the Bidder and used/consumed by LIC, the Supplier/Bidder shall not be liable to LIC, 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 the supplier/Bidder to pay liquidated damages to LIC and the aggregate liability of the Supplier/Bidder to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. | The bidder should not be liable for indirect and consequential damages. Its liability should be restricted to direct damages/loss determined to have arisen from its breach of contract. Such direct damages should be capped to the fees paid to it for this engagement.

Bidder would request to negotiate on this clause once project is awarded | No change in RFP terms |

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96	156		If Bidder fails to comply with the Scope of Work and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate the Contract immediately by giving the Bidder written notice of 15 days.	Can we propose for increasing the timeline to 30 days instead of 15 days for termination clause . We suggest the below language as modification - Client may terminate the Contract, by not less than thirty (30) days written notice of termination to the Consultant If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) days after being notified or with any further period as the Client may have subsequently approved in writing"	No change in RFP terms
97	159		In the event of termination of the selected bidder(Bidder) due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP, end of project life or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach.	The bidder should be held responsible only for direct damage/cause/loss attributable to the bidder. LIC and bidder in such cases will mutually agree to solutions that is best in interest for both the parties. The bidder would request to negotiate on '8.29-Termination clause'	No change in RFP terms

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98	250		10% of the TCO on demand to LIC	Bidder is already penalized for SLA on performance,implementations , LD on delay etc that is mentioned as 15% each of contract value. Can we propose modifications on this clause? Bidder would like to negotiate on this clause to best interest of both the parties	No change in RFP terms
99	106	6.3.21.g	Before the start of UAT, all core users of the system identified need to be trained for conducting UAT.	Can we propose to have training for UAT testers remotely?	No change in RFP terms
100	74	6.3.2.10	6.3.2.10 LMS a. Upload of documents – The solution should allow uploading of documents to a central document management server.	What type of documents and file format (PDF, PPT, etc.) would need to be uploaded?	Word, powerpoint, pdf, excel
101	74	6.3.2.10	6.3.2.10 LMS a. Upload of documents – The solution should allow uploading of documents to a central document management server.	Document upload facility is required for all users of only for admins?	Yes
102	75	6.3.2.10	6.3.2.10 LMS d. Provision for Solution repository - Queries, Solution to problems faced, e. Provision for FAQs	The Solution repository and FQA are limited to the LMS module of the HRMS or to the entire HRMS?	Entire HRMS
103	76	6.3.2.10	6.3.2.10 LMS aa. Capability of training needs analysis as per business needs xx. Ability to link of the Competency mapping, PMS, Annual Training plan	By this does it mean that there is a requirement for TNI, TNA, and Competency mapping as part of LMS module?	Yes

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104	78	6.3.2.10.1	6.3.2.10.1 Training a. System should allow integration with other packages dealing with Trainings	Kindly elaborate what is meant by 'Integration with other packages'. Does it mean integration with MOOCs like Udemy, LinkedIn Learning, etc., which provide eLearning courses?	Integration with internal packages/modules. No integration with MOOCs as on today
105	105	6.3.21	6.3.21 Training a. The Selected Bidder will be responsible for training LIC's employees in the areas of parameterization, implementation, security, operation and migration operation, management, error handling, system administration, etc. The training and knowledge transfer should at least cover the following areas:	We understand that the training has to be only of the HRMS application? - Please confirm.	Yes
106	105	6.3.21	6.3.21 Training c. The selected Bidder will be responsible for providing proper lab-based training and any required training materials to the trainees.	By Lab-based does it mean that physical trainings have to conducted for LIC?	Yes

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107	106	6.3.21	6.3.21 Training j. The Bidder will be responsible for providing the users with the requisite training material and refresher courses in both hard, soft copies, e-learning courseware for the core team training, technical training, end user training and train the trainers. The onus of preparing the training material will be on the Bidder.	We understand that the training material has to be on how to use the HRMS, troubleshooting of HRMS, etc. Basically only related to the HRMS. No other training material has to be developed by vendor. Please confirm.	Yes
108	133	8.7	8.7 Services Location Obligation to provide Services: The bidder offers to provide the Services to LIC at Mumbai and / or at such locations as may be required by LIC.	We understand that the HRMS has to be deployed on cloud and the deployment does not have to be on premise at LIC Mumbai location. Please confirm.	Yes
109	138	8.15.2	8.15.2 Rights in Bidder's Pre-existing IPR a. All IPR including the materials developed or otherwise obtained independent of the efforts of a party under this Agreement ("pre-existing work") including any enhancement or modification thereto shall remain the sole property of that party.	By this we understand that the IPR of vendors produce will remain with the vendor. Please confirm.	Yes

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110	138	8.15.2	8.15.2 Rights in Bidder's Pre-existing IPR c. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the Bidder should grant LIC a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to LIC as a part of the service or deliverables only for its internal business operations.	By 'perpetual' does it mean that LIC will be able to use the HRMS even after the contact period is over?	No,the licenses wll be renewed after contract expires
111	NA	NA	General	Please confirm if consortium is allowed for this RFP	Consortium is not allowed in this RFP
112	NA	NA	General	If consortium is allowed how many partners will be allowed in the consortium?	Not applicable
113	NA	NA	General	If consortium is allowed will the Eligibility and Evaluation criteria be applicable for each consortium partner or only to lead bidder.	Not applicable
114	NA	NA	General	Can one OEM participate as an OEM with different SI bidders?	Kindly refer to the Corrigendum uploaded

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115	NA	NA	General	The RFP requirement needs several modules. Many OEMs may not have all modules so they will need to take help of other OEM. For example a OEM will have all required modules of HRMS system except LMS, as LMS itself is a separate industry. In such a case HRMS OEM can take LMS from other OEM and provide a bundled and integrated solution to a SI or a SI may take different systems from 2 - 3 OEMs and provide a bundled solution to LIC. Hence we request not put any restriction on number of OEMs. Please allow SI to stitch solution from different OEMs instead of keeping the clause of one SI and one OEM.	Kindly refer to the Corrigendum uploaded
116	49	Purpose of RFP- H	Further the new applications should be able to interface with systems like Enterprise data warehousing, document management system, eFEAP, Portal/Intranet, CRM, Financial Management system, Email and SMS	Please confirm if Target system would be able to consume API or flat file. We also assume they LIC IT will take care of any changes to be done on these targeted systems for the Integration	Data will be consumed via APIs provided by the Bidder. LIC IT team will be taking care of the changes to be done in the targeted system.
117	49	Purpose of RFP- I	The complete responsibility of integration of HRMS solution with the email system of LIC shall be of the bidder	Please specify what email system LIC is using	Microsoft outlook 2016 on premises.

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118	55	6.1: Description of Software-M	Over and above India Operations, the bidder has to ensure that the specified modules (Performance Management System, Learning Management System, and any other specified to the Bidder by LIC) in the proposed solution should be made available for LIC employees in its foreign offices as well. The remaining modules may have to be extended to these employees in the future as per business need. List of Foreign Offices are mentioned in Annexure Y.	We assume that Foreign offices would use India rules & policies	Policies may vary across different regions.
119	7	Definitions	Onsite	Can we assume one centralised project office location for all onsite activities	Yes
120	214	Annexure R: Technical Evaluation Criteria	Number of HRMS Implementation projects completed / on-going by bidders team based in India for implementing proposed SaaS based Human Resource Management system as on bid submission date of RFP for Insurance Company/Public Sector Banks (PSBs) /Private Sector Banks/ Public Sector Enterprises (PSEs)/Listed Companies. i. Completed project – 2 marks per project. ii. On-going project – 1 mark per project	We kindly request LIC to incude experience of bidders implementation where bidders have co-participated in the proposed HRMS implementation alongwith the OEM in the capacity of a sub-contracted implementation parner of the OEM	No change in RFP terms

121	14	Tentative Schedule	Presentation Start Date (in-person):	Kindly elaborate the agenda of the meeting	This will be a formal introduction between the bidder and the LIC team. This will only be for bidders who had nominated for the same during pre bid meeting. This meeting bears no evaluation.
122	14	Tentative Schedule of Events (Timelines)	RFP Submission End Date & Time	Considering the comprehensive scope of the RFP as well as the need to reach out to our clients for references, we request LIC to please grant us at least 3 weeks of extension for bid submission, till 21st August 2023	Kindly refer to the Corrigendum uploaded
123	119	Part 7: SLA AND PENALTIES 7.2 Penalties and Escalation Hierarchy 7.2.1 Penalties	Penalty for delay in remediation of Fixing Zero-Day Viruses/Un-identified Threats/others	Bidder requests for deletion of this penalty as this is indirect and consequential in nature. ~~Penalty for delay in remediation of Fixing Zero-Day Viruses/Un-identified Threats/others~~	No change in RFP terms

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| 124 | 119 | Part 7: SLA AND PENALTIES

7.2 Penalties and Escalation Hierarchy

7.2.1 Penalties | a. LIC expects that the selected bidder completes the scope of work within the timeframe. Inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. LIC at its discretion may apply this rule to any major non-delivery, non-adherence, non - conformity, non-submission of agreed or mandatory documents as part of the Project. | Bidder understands that only where the failure to meet timelines are the sole fault of the Bidder shall it be treated as a breach as there are dependencies which are outside of the control of the Bidder.

a. LIC expects that the selected bidder completes the scope of work within the timeframe. Inability of the selected bidder**, solely attributable to the selected bidder,** to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. LIC at its discretion may apply this rule to any major non-delivery, non-adherence, non -conformity, non-submission of agreed or mandatory documents as part of the Project. | No change in RFP terms |

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| 125 | 120 | Part 7: SLA AND PENALTIES

7.2 Penalties and Escalation Hierarchy

7.2.1 Penalties | b. Without prejudice to any other right to which it may be entitled, if the Bidder does not achieve a key milestone on or before the applicable milestone date (after allowing for any extension of time to which the Bidder may be entitled) LIC shall be entitled to withhold a proportion of the milestone charge for that milestone (a "Payment Cut") and such Payment Cuts shall be calculated in accordance with the following table: | Bidder understands that only where the failure to meet timelines are the sole fault of the Bidder shall it be treated as a breach as there are dependencies which are outside of the control of the Bidder.

b. Without prejudice to any other right to which it may be entitled, if the Bidder does not achieve a key milestone, **for reasons solely attributable to the Bidder,** on or before the applicable milestone date (after allowing for any extension of time to which the Bidder may be entitled) LIC shall be entitled to withhold a proportion of the milestone charge for that milestone (a "Payment Cut") and such Payment Cuts shall be calculated in accordance with the following table: | No change in RFP terms |

| 126 | 121 | Part 7: SLA AND PENALTIES

7.2 Penalties and Escalation Hierarchy

7.2.1 Penalties | e. In case the delay exceeds 12 weeks, LIC reserves the right to cancel the order. In such an event the Bidder will not be entitled to recover from LIC any amount by ways of damages, loss, or otherwise. If orders are cancelled due to non-delivery, the Bidder will be debarred by LIC for participating in any future tenders floated by LIC. | Termination for cause should also only be for material breach of the contract after giving the Bidder a reasonable cure period of not less than 30 days.

The Bidder requests the following amendments: -

e. In case the delay of the delivery of a critical deliverable that exceeds 12 weeks, LIC reserves the right to cancel the order, after providing that the Bidder with a reasonable opportunity to remedy ay breach or delay. In such an event the Bidder will not be entitled to recover from LIC any amount by ways of direct damages, actual loss, or otherwise. If orders are cancelled due to non-delivery, the Bidder will be debarred by LIC for participating in any future tenders floated by LIC subject to natural justice principles. | No change in RFP terms |
| 127 | 121 | Part 7: SLA AND PENALTIES

7.2 Penalties and Escalation Hierarchy

7.2.1 Penalties | f. Thereafter, at the discretion of LIC, the contract may be cancelled. LIC also has the right to invoke the Performance Guarantee, Penalty Clause on delay which is not attributable to LIC and is attributable to the selected Bidder. | The Bidder submits that in the event that the contract is cancelled the remedy be limited to invoking the Performance Guarantee and not extend to Penalties as well. | No change in RFP terms |

| 128 | 128 | PART 8: TERMS AND CONDITIONS | This section along with its Annexure states the terms and conditions of this RFP. 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 and these will be contractually binding on the bidders. All these terms and conditions and the contents of the RFP along with the Annexure/ Appendices/ clarifications/ addenda/ corrigenda issued will form the part of the purchase orders and any resulting contracts with the Bidder/s from time to time as an outcome of this RFP Process. | The Bidder requests that it is allowed to provide deviations at the time of submission of the proposal.

This section along with its Annexure states the terms and conditions of this RFP. 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 **except for the deviations proposed** and these will be contractually binding on the bidders **subject to mutual agreement between the successful bidder and LIC**. All these **mutually agreed** terms and conditions and the contents of the RFP along with the Annexure/ Appendices/ clarifications/ addenda/ corrigenda issued will form the part of the purchase orders and any resulting contracts with the Bidder/s from time to time as an outcome of this RFP Process. | No change in RFP terms |

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| 129 | 129 | PART 8: TERMS AND CONDITIONS
8.2 Right to terminate the process | e. Exit option and contract re-negotiation:
a. LIC reserves the right to cancel the purchase order in the event of
i. failure of the selected bidder to accept the order within the time stipulated
ii. delay/failure in executing the contract
iii. failure to furnish the performance Company guarantee
iv. failure to maintain the uptime and SLAs
v. Breach of the terms and condition of the contract. LIC also has the right to cancel the purchase order without cause by giving 3 months advance notice. | The Bidder requests additional flexibility when LIC exercises its Exit Options.

e. Exit option and contract re-negotiation:
a. LIC reserves the right to cancel the purchase order in the event of
i. failure of the selected bidder to accept the order within the time stipulated
ii. delay/failure in executing the **mutually agreed** contract
iii. failure to furnish the performance Company guarantee
iv. failure to maintain the uptime and SLAs
v. **material** Breach of the terms and condition of the contract **subject to cure period to the Bidder**. LIC also has the right to cancel the purchase order without cause by giving 3 months advance notice. **In this case, LIC shall pay the bidder all payments for services rendered till effective date of termination, unamortised investments, work in progress cost, termination charges (if agreed in the proposal).** | No change in RFP terms |
| 130 | 132 | PART 8: TERMS AND CONDITIONS
8.7 Services Location | Obligation to provide Services:
The bidder offers to provide the Services to LIC at Mumbai and / or at such locations as may be required by LIC. | Bidder requests that the parties agree on other locations mutually or LIC highlights the locations before the submission of the proposal to take right cost estimation. | All service locations are in Mumbai |

| 131 | 132 | PART 8: TERMS AND CONDITIONS 8.8 General obligations of the Parties | c. The bidder will supply the services: i. With due skill and care and to the best of the bidder's knowledge and experience. ii. In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, leading practice and guidelines. iii. Using the Specified Personnel. iv. In accordance with all applicable Laws. v. In accordance with any reasonable directions in relation to the Services given by LIC from time to time; vi. So as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay. | Bidder requests the following amendments: c. The bidder will supply the services: i. With ~~due~~ **reasonable** skill and care ~~and to the best of the bidder's knowledge and experience~~. ii. In accordance with relevant Indian industry standards, ~~good~~ **generally accepted** industry practice and guidelines or where none apply, relevant **generally accepted** international industry standards, ~~leading~~ **generally accepted** practice and guidelines. iii. Using the Specified Personnel. iv. In accordance with all applicable Laws **which are applicable to Bidder in its role as an information technology services provider**. v. In accordance with any reasonable directions in relation to the Services given by LIC from time to time **agreed to by Bidder**; vi. So as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, ~~promptly~~ **reasonably** and without delay. | No change in RFP terms |

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132	133	PART 8: TERMS AND CONDITIONS 8.8 General obligations of the Parties	e. The bidder will be obliged to work closely with LIC's staff (if required), act within its own authority and abide by directives issued by LIC and undertake implementation activities.	The Bidder believes that it is required to implement the scope related activities as per the scope agreed between the parties. Please confirm. e. The bidder will be obliged to work closely with LIC's staff (if required), act within its own authority and abide by directives issued by LIC and undertake implementation activities **as per the executed Agreement/ Contract**.	No change in RFP terms
133	133	PART 8: TERMS AND CONDITIONS 8.8 General obligations of the Parties	f. The bidder will abide by the job safety measures prevalent in India and will free LIC from all demands or responsibilities arising from accidents or loss of life the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated.	Bidder requests the following amendments: f. The bidder will abide by the job safety measures prevalent in India and will free LIC from all demands or responsibilities arising from accidents or loss of life the cause of which is the bidder's negligence. ~~The bidder will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated.~~	No change in RFP terms
134	133	PART 8: TERMS AND CONDITIONS 8.8.1 Warranties	The Bidder will have to represent and warrant that: d. The Services will be complete, accurate and free from material faults; and	Bidder requests the following amendments: Bidder(s) will have to represent and warrant that: iv. The Services provided will comply with documentation/specifications/functionality in all ~~be complete, accurate and free from~~ material aspects ~~faults~~; and	No change in RFP terms

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| 135 | 133 | PART 8: TERMS AND CONDITIONS
8.8.1 Warranties | The Bidder will have to represent and warrant that:

e. It will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into LIC's systems or any Deliverables any Harmful Code. | Bidder cannot agree that a virus (Harmful Code) cannot penetrate LIC's environment nor can Bidder warrant that it will fully eliminate the virus. Viruses are consistently changing and developing. Bidder can agree to use commercially reasonable efforts to avoid introducing the virus into the Customer's environment.

Bidder requests the deletion of this warranty and that it be replaced by a mutual agreement as follows:

Each Party shall co-operate with the other Party and shall take commercially reasonable actions and precautions to prevent the introduction and proliferation of Harmful Code into LIC's environment or any System used by Bidder to provide the Services. Without limiting Bidder's other obligations under this Agreement, in the event Harmful Code is found in Equipment, Software or Systems managed or supported by Bidder or used by Bidder to provide the Services, Bidder shall, at no additional charge to LIC, use commercially reasonable efforts to eliminate and reduce the effects of such Harmful Code and, if the Harmful Code causes a loss of operational efficiency or loss of data, to mitigate such losses and restore such data with generally accepted data restoration techniques.Bidder will have to represent and warrant that:
e. It will not, nor will it suffer or permit any | No change in RFP terms |

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				~~third party under its direction or control to negligently introduce into LIC's systems or any Deliverables any Harmful Code.~~	

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136	134	PART 8: TERMS AND CONDITIONS 8.8.2 Access to LIC's Premises	LIC will provide the bidder necessary access to its premises as and when required and is deemed reasonable.	Bidder requests clarity as to whether it will require access to LIC's premises.	Yes
137	134	PART 8: TERMS AND CONDITIONS 8.8.3 Conduct at LIC's Premises	The selected Bidder will, if using or accessing LIC's premises or facilities, comply with all reasonable directions and procedures relating to occupational health and safety and security in operation at those premises or facilities whether specifically drawn to the attention of the bidder or as might reasonably be inferred from the circumstances.	Bidder requests a copy of directions and procedures relating to occupational health and safety and security in operation so that it may determine whether it can abide by same. Bidder requests the following amendments: The selected Bidder will, if using or accessing LIC's premises or facilities, comply with all reasonable directions and procedures relating to occupational health and safety and security in operation at those premises or facilities whether specifically drawn to the attention of the bidder ~~or as might reasonably be inferred from the circumstances~~.and where Bidder has agreed to be bound by same.	No change in RFP terms
138	134	PART 8: TERMS AND CONDITIONS 8.9 Subcontracting	NO Subcontracting is permitted for the scope of work to be provided to LIC pursuant to this RFP.	Bidder requests that it be able to subcontract freely or in the alternative that the parties agree on a list of preapproved subcontractors to ensure that the services are efficiently provided.	No change in RFP terms

139	134	PART 8: TERMS AND CONDITIONS 8.10 Assignments	The bidder will not be allowed to assign, in whole or in parts, its obligations under the Contract/Purchase Order, to any other entity.	Bidder requests that neither party be able to assign without the consent of the other. Bidder requests the following amendments: ~~The bidder will not be allowed to assign, in whole or in parts, its obligations under the Contract/Purchase Order, to any other entity.~~ Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other. Assignment of Bidder's rights to receive payments and by Bidder in conjunction with the sale of the portion of Bidder's business that includes the product or service is not restricted.	No change in RFP terms
140	135	PART 8: TERMS AND CONDITIONS 8.11.1 Change in Constitution	Any Change in the constitution of the firm, etc. shall be notified forth with by the bidder in writing to LIC and such change shall not relieve any former member of the firm, etc., from any liability under the contract.	Please confirm if this clause is limited to partnership firm or is also applicable to companies. Bidder requests the following change in the clause in case this clause relates to partnership firm: Any Change in the constitution of the **partnership** firm, etc. shall be notified forth with by the bidder in writing to LIC and such change shall ~~not~~ relieve any former member of the firm, etc., from any liability under the contract.	No change in RFP terms

141	136	PART 8: TERMS AND CONDITIONS 8.13.3 Rectification of non-compliant Services	If LIC notifies the bidder that all or part of the Services does not meet the Performance Criteria, the bidder will: a. Take all necessary steps to ensure that the Services are promptly corrected within the period as requested by the bidder or period as mutually agreed upon by both the parties. b. Give notice to LIC when the Services have been corrected; and c. Allow LIC to repeat the assessment of all or part of the Services against the specifications, within five Business Days after the date of the notice or such other time as agreed mutually in writing.	Bidder agrees to take reasonably necessary steps to correct materially non-compliant Services. Bidder requests the following amendments: If LIC notifies the bidder that all or part of the Services does not **materially** meet the Performance Criteria, the bidder will: a. Take all **reasonably** necessary steps to ensure that the Services are promptly corrected within **a reasonable time** ~~the~~ period as requested by the bidder or period as mutually agreed upon by both the parties. b. Give notice to LIC when the Services have been corrected; and c. Allow LIC to repeat the assessment of all or part of the Services against the specifications, within five Business Days after the date of the notice or such other time as agreed mutually in writing. **d. confirm the bidder that the all or part of the relevant Service meets the Performance Criteria within ten Business Days after the date of the notice or such other time as agreed mutually in writing.**	No change in RFP terms

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142	136	PART 8: TERMS AND CONDITIONS 8.14.2 If the Specified Personnel are not available	Where one or more of the Specified Personnel is or will become unable or unwilling to be involved in providing the Services, the Bidder will notify LIC immediately. The Bidder will: a. If desired by LIC, provide a replacement person of suitable ability and qualifications, having appropriate technical qualifications and experience equivalent or more than the replaced person, at no additional charge and at the earliest opportunity; and b. Obtain LIC's written consent prior to appointing any such replacement person.	Bidder requests that it be able to assign its employees in any way it choses and that final determinations in respect to personnel/employees remain with Bidder. Bidder requests the following amendments: Where one or more of the Specified Personnel is or will become unable or unwilling to be involved in providing the Services, the Bidder will notify LIC ~~immediately~~**promptly**. The Bidder ~~will~~ **may agree to**: a. If ~~desired~~ **requested** by LIC, provide a replacement person of suitable ability and qualifications, having appropriate technical qualifications and experience equivalent ~~or more~~ than the replaced person, at no additional charge and **within a reasonable time period** ~~at the earliest opportunity~~; and ~~b. Obtain LIC's written consent prior to appointing any such replacement person~~. **Bidder retains the right to make final determinations in respect to its employees.**	No change in RFP terms

| 143 | 137 | PART 8: TERMS AND CONDITIONS 8.14.3 LIC may Request Replacement of Personnel | LIC may at any time request the Bidder to remove from work any of the Specified Personnel. The Bidder must promptly arrange for the removal of such Personnel and their replacement. | Bidder requests that it be able to assign its employees in any way it choses and that final determinations in respect to personnel/employees remain with Bidder.

Bidder requests the following amendments:

LIC may at any time request the Bidder to remove from work any of the Specified Personnel. The Bidder**, after mutually discussion,** ~~must~~ **may agree to** promptly arrange for the removal of such Personnel and their replacement. **Bidder retains the right to make final determinations in respect to its employees.** | No change in RFP terms |

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| 144 | 138 and 251 | PART 8: TERMS AND CONDITIONS

8.15 Intellectual Property Rights (IPR)

8.15.2 Rights in Bidder's Pre-existing IPR

10.23 Annexure W: Service Level Agreement
12. Intellectual Property Rights | b. During the performance of the services for this agreement, each party grants to the other party a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the term of this Agreement. | The Bidder understand that the pre-exisiting rights are available only for the use. The pre-existing rights cannot be reproduced or modified. Therefore, the Bidder requests the following change:

b. During the performance of the services for this agreement, each party grants to the other party a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the term of this Agreement. | No change in RFP terms |

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| 145 | 138 | PART 8: TERMS AND CONDITIONS 8.15.3 IPR Warranty | The Bidder will warrant that: a. The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and b. It has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause 8.15. | Bidder requests deletion of this warranty. Bidder agrees to provide an indemnity in respect to third party infringement of patent and copyright. ~~The Bidder will warrant that: a. The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and b. It has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause 8.15.~~ | No change in RFP terms |

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146	138	PART 8: TERMS AND CONDITIONS 8.15.4 Remedy for breach of warranty	If someone claims, or LIC reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights, the Bidder will, in addition to the indemnity under clause 8.19 and to any other rights that LIC may have against it, promptly, at the Bidder's expense: c. The Bidder will indemnify LIC against all third-party claims of infringement of patent, Intellectual Property Rights, trademark, copy right or industrial design rights arising from use of the Bidder's Solution or any part thereof throughout the Offices of LIC, including but not limited to the legal actions by any third party against LIC.	Bidder requests amendment of the Clause as below. Bidder agrees to provide an indemnity in respect to third party infringement of patent and copyright claims. c. The Bidder will indemnify **by defending** LIC against all third-party claims of infringement of patent, ~~Intellectual Property Rights, trademark,~~ copy right ~~or industrial design rights~~ arising from use of the Bidder's Solution or any part thereof throughout the Offices of LIC, including but not limited to the legal actions by any third party against LIC.	No change in RFP terms

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| 147 | 139 | PART 8: TERMS AND CONDITIONS 8.15.5 Patent Rights and other litigation costs | In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the systems or any parts thereof with relation to the contract deliverables, in LIC's country, the Bidder will act expeditiously to extinguish such claim. If the Bidder fails to comply and LIC is required to pay compensation to a third party resulting from such infringement, the Bidder will be responsible for the compensation including all expenses (court costs and lawyer fees). LIC will give notice to the Bidder of such claim, if it is made, without delay as when received. | Bidder agrees to provide an indemnity in respect to third party claims for patent and copyright infringement. Bidder shall provide this under clause 8.19 and requests that this clause be deleted. ~~In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the systems or any parts thereof with relation to the contract deliverables, in LIC's country, the Bidder will act expeditiously to extinguish such claim. If the Bidder fails to comply and LIC is required to pay compensation to a third party resulting from such infringement, the Bidder will be responsible for the compensation including all expenses (court costs and lawyer fees). LIC will give notice to the Bidder of such claim, if it is made, without delay as when received.~~ | No change in RFP terms |

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| 148 | 140 | PART 8: TERMS AND CONDITIONS 8.17 Payment Terms and Conditions 8.17.2 Invoicing and Billing Frequency | 8.17.2 Invoicing and Billing Frequency

Invoicing is to be done on completion of each phase and sign-off given by LIC (As mentioned in the payment terms of this RFP).

The other terms and conditions are as mentioned below:
a. No advance payment or interest will be made by LIC.
c. LIC reserves the right to temporarily withhold payments and impose penalty, if it is not satisfied with progress made during that period or if there is a delay in activity timelines.
d. LIC shall make payments in Indian Rupee (INR) on receipt of invoices, after deduction of penalties (if any) and applicable taxes at source from the agreed price to the selected Bidder.
e. The payment will be released by the Personnel department, Central Office.
Payment related objections, if raised after 3 months from the date of release of payment, will not be entertained. Such objection must be raised in writing. | The Bidder seeks to clarify that payment terms are to be mutually agreed to by the parties taking into account the nature of the services.

For c - there are other sufficient contractual remedies in instances of delay or unsatisfactory progress and withholding of payment should not be permitted.

For d and h - The Bidder incurs substantial monthly operating costs in providing the services and therefore penalties should be charged to the Bidder but not deducted from any amounts owing to the Bidder.

Bidder requests the following amendments:

8.17.2 Invoicing and Billing Frequency

Invoicing is to be done on completion of each phase and sign-off given by LIC **which cannot be unreasonably withheld,** (As mentioned in the payment terms of this RFP).

The other terms and conditions are as mentioned below:
a. No advance payment or interest will be made by LIC **unless otherwise agreed in the relevant statement of work**.
c. LIC reserves the right to temporarily withhold payments and impose penalty, if it is not satisfied with progress made during | No change in RFP terms |

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			g. LIC will not consider any other payment terms even if it is mentioned in the bidder's proposal. h. The Amount against Penalties, if any, will be recoverable from the Payment OR from any other payment due to the Bidder OR from performance Company Guarantee.	that period or if there is a delay in activity timelines. d. LIC shall make payments in Indian Rupee (INR) on receipt of invoices, after deduction of ~~penalties (if any) and~~ applicable taxes at source from the agreed price to the selected Bidder. e. The payment will be released by the Personnel department, Central Office. ~~Payment related objections, if raised after 3 months from the date of release of payment, will not be entertained. Such objection must be raised in writing.~~ ~~g. LIC will not consider any other payment terms even if it is mentioned in the bidder's proposal.~~ h. The Amount against Penalties, if any, will be recoverable from the ~~Payment OR from any other payment due to the Bidder OR from~~ performance Company Guarantee.	

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149	141	PART 8: TERMS AND CONDITIONS 8.17 Payment Terms and Conditions 8.17.5 Liquidated Damages	8.17.5 Liquidated Damages a. The delivery of the entire system consisting of software and services will be as per the Schedule of Service Level Agreement mentioned in this RFP; failure to do so will attract penalties. If, at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the systems and/or Services, the Bidder shall promptly notify LIC in writing of the fact of the delay, it is likely duration and its cause(s). As soon as practicable, after receipt of the Bidder's notice, LIC shall evaluate the situation and may, at its discretion, extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract. b. There shall be a penalty for non-adherence to the time schedule. The total penalty will be capped at 15% of the total contract value. Once the maximum deduction is reached,	The Bidder requests the following amendments: 8.17.5 Liquidated Damages a. The delivery of the entire system consisting of software and services will be as per the Schedule of Service Level Agreement mentioned in this RFP; failure to do so will attract penalties. If, at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the systems and/or Services, the Bidder shall promptly notify LIC in writing of the fact of the delay, it is likely duration and its cause(s). As soon as practicable, after receipt of the Bidder's notice, LIC shall evaluate the situation and may, at its discretion, extend the Bidder's time for performance, ~~with or~~ without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract. b. There shall be a penalty for non-adherence to the time schedule. The total penalty will be capped at 1**0**~~5~~% of the total contract value. Once the maximum deduction is reached, LIC may consider termination of the Agreement. c. Liquidated Damages is not applicable for reasons attributable to LIC and Force Majeure. d. However, it is the responsibility/onus of the bidder to ~~prove~~ **reasonably**	No change in RFP terms

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			LIC may consider termination of the Agreement. c. Liquidated Damages is not applicable for reasons attributable to LIC and Force Majeure. d. However, it is the responsibility/onus of the bidder to prove that the delay is attributed to LIC and Force Majeure. The bidder shall submit the proof authenticated by the bidder and LIC official that the delay is attributed to LIC and Force Majeure along with the bills requesting payment.	**demonstrate** that the delay is attributed to LIC and Force Majeure. The bidder shall submit the ~~proof~~ **reasonable grounds demonstrating,** authenticated by the bidder and LIC official, that the delay is attributed to LIC and Force Majeure along with the bills requesting payment.	

150	142	PART 8: TERMS AND CONDITIONS 8.17 Payment Terms and Conditions 8.17.7 Due Date for Payment	8.17.7 Due Date for Payment LIC will make payment of a correctly rendered invoice on undisputed work within agreed working days after receiving the invoice.	Bidder requests that payment be within 30 days of the invoice. 8.17.7 Due Date for Payment LIC will make payment of a ~~correctly~~ rendered invoice ~~on undisputed work~~ within ~~agreed~~ **30** ~~working~~ days ~~after receiving~~ **of the date on** the invoice.	No change in RFP terms
151	142	PART 8: TERMS AND CONDITIONS 8.17 Payment Terms and Conditions 8.17.8.1 Expenses	8.17.8.1 The Bidder will not be entitled to charge LIC licensing or related fees for any Third-Party Material available for the purpose of performance of services under this RFP.	Bidder understands that all license fees which are included in the Bidder's proposal and any subsequently requested to be procured on behalf of LIC shall be provided on a flow through basis.	No change in RFP terms

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| 152 | 145 | PART 8: TERMS AND CONDITIONS 8.19 Indemnity | Subject to Clause 8.19.1 below, Bidder will undertake to indemnify LIC from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, Corporation or other entity (including LIC) attributable to the Bidder's negligence or wilful default in performance or non-performance under the contract. If LIC promptly notifies Bidder in writing of a third-party claim against LIC that any Service provided by the Bidder infringes a copyright, trade secret or Indian patents of any third party, Bidder will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Bidder will not indemnify LIC, however, if the claim of infringement is caused by: | The Bidder seeks the following amendments as indemnities should balance the commercial advantage against the risk under the agreement:

Subject to Clause 8.19.1 below, Bidder will undertake to indemnify **by defending** LIC from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any **third** person, Corporation or other entity ~~(including LIC)~~ attributable to the Bidder's negligence or wilful default in performance ~~or non-performance~~ under the contract **by paying amounts finally awarded by a court or included in a settlement agreement approved by the Bidder**.

If LIC promptly notifies Bidder in writing of a third-party claim against LIC that any Service provided by the Bidder infringes a copyright, ~~trade secret~~ or Indian patents of any third party, Bidder will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Bidder will not indemnify LIC, however, if the claim of infringement is caused by: | No change in RFP terms |

| 153 | 145 | PART 8: TERMS AND CONDITIONS 8.19 Indemnity | The bidder shall, at its own cost and expenses, defend and indemnify LIC against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India. The bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If LIC is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible therefor, including all expenses and court and legal fees. The bidder shall also be liable to indemnify LIC, at its own cost and expenses, against all losses/damages, which LIC may suffer on account of violation by the Bidder of any or all national/international trade laws, norms, standards, procedures etc. | Bidder seeks the deletion of this provision as the indemnity is already provided in under the second paragraph in this clause. ~~The bidder shall, at its own cost and expenses, defend and indemnify LIC against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India. The bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If LIC is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible therefor, including all expenses and court and legal fees. The bidder shall also be liable to indemnify LIC, at its own cost and expenses, against all losses/damages, which LIC may suffer on account of violation by the Bidder of any or all national/international trade laws, norms, standards, procedures etc.~~ | No change in RFP terms |

| 154 | 147 | PART 8: TERMS AND CONDITIONS 8.20 Liability | a. Except in cases of criminal negligence or wilful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the Bidder and used/consumed by LIC, the Supplier/Bidder shall not be liable to LIC, 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 the supplier/Bidder to pay liquidated damages to LIC and the aggregate liability of the Supplier/Bidder to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. b. The bidder's aggregate liability in connection with obligations, undertaken as a part of this project regardless of the form or nature of the action giving rise to such liability, shall be limited to the Total Cost of Ownership | Bidder seeks to have the following amendments as the bidder should not be held liable for any indirect and consequential damages. Liability should equal to the amounts paid by LIC. An uncapped liability should be limited to the misuse or misappropriation of the confidential information for Bidder's benefit, and a Wilful Misconduct or Gross Negligence which leads to damage to tangible personal property or bodily injury including death.

a. ~~Except in cases of criminal negligence or wilful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the Bidder and used/consumed by LIC,~~ the Supplier/Bidder shall not be liable to LIC, whether in contract tort or otherwise, for any **special, incidental, exemplary,** indirect or consequential loss of damage, loss of use, loss of production, or loss of profits, **data, business, value, revenue, goodwill or anticipated savings** or interest costs, ~~provided that this exclusion shall not apply to any obligation of the supplier/Bidder to pay liquidated damages to LIC and the aggregate liability of the Supplier/Bidder to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation~~ | No change in RFP terms |

(TCO) of the project. The bidder's liability in case of third-party claims against the LIC resulting from breach of confidentiality, Wilful Misconduct or Gross Negligence of the bidder, its employees and subcontractors or from third party claims resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights shall be unlimited.

~~shall not apply to the cost of repairing or replacing defective equipment.~~

b. The bidder's aggregate liability in connection with obligations, undertaken as a part of this project regardless of the form or nature of the action giving rise to such liability, shall be limited to **amount of any actual direct damages incurred by LIC up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the product or service that is the subject of the claim, regardless of the basis of the claim** ~~the Total Cost of Ownership (TCO) of the project~~. The bidder's liability in case of third-party claims against the LIC resulting from ~~breach~~ **misappropriation or misuse of confidential information for its own benefit** ~~of confidentiality~~, Wilful Misconduct or Gross Negligence of the bidder, its employees and subcontractors **which leads to damage to tangible personal property or bodily injury including death** or from third party claims resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights shall be unlimited.

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155	147	PART 8: TERMS AND CONDITIONS 8.22 Confidentiality 8.22.1 Confidential Information not to be disclosed	8.22.1 Confidential Information not to be disclosed - As per the RFP Violation of NDA will lead to forfeiture of performance Company guarantee and additionally will lead to legal action and blacklisting.	Bidder seeks to clarify that the definition of Confidential Information and the obligations on the Bidder in relation to Confidential Information is governed by the NDA submitted by the Bidder.Further, the bidder believes that the blacklisting is unreasonable for this purpose. Violation of NDA will lead to forfeiture of performance Company guarantee and additionally will lead to legal action ~~and blacklisting~~.	No change in RFP terms

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| 156 | 147 | PART 8: TERMS AND CONDITIONS
8.22 Confidentiality
8.22.2 Exceptions to obligations | 8.22.2 Exceptions to obligations

The obligations on the parties under this clause 8.22 will not be taken to have been breached to the extent that Confidential Information:
a. is disclosed by a party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under the contract.
b. is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;
c. is disclosed by LIC.
d. is disclosed by LIC, in response to a request by a House or a Committee of the Parliament/ Assembly.
e. is authorized or required by law, including under the contract, under a license or otherwise, to be disclosed; or
f. Is in the public domain otherwise than due to a breach of this clause 8.22.
g. Lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential.
h. Independently developed by | Bidder seeks the following exclusion to be added:

8.22.2 Exceptions to obligations

The obligations on the parties under this clause 8.22 will not be taken to have been breached to the extent that Confidential Information:
a. is disclosed by a party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under the contract.
b. is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;
c. is disclosed by LIC.
d. is disclosed by LIC, in response to a request by a House or a Committee of the Parliament/ Assembly.
e. is authorized or required by law, including under the contract, under a license or otherwise, to be disclosed; or
f. Is in the public domain otherwise than due to a breach of this clause 8.22.
g. Lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential.
h. Independently developed by the Recipient without use or reference to such Confidential Information.
i. is disclosed by LIC to another without the obligation of confidentiality. | No change in RFP terms |

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			the Recipient without use or reference to such Confidential Information.	**j. is received by the Recipient from a third-party without the obligation of confidentiality.**	

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157	149	PART 8: TERMS AND CONDITIONS 8.22 Confidentiality 8.22.5 Period of Confidentiality	8.22.5 Period of confidentiality The obligations under this clause 8.22 continue, notwithstanding the expiry or termination of the contract: a. Any item of information, for the contract period and one year thereafter; and b. In relation to any information which the parties agree in writing after the date of the contract is to constitute Confidential Information for the purposes of the contract, for the period agreed by the parties in writing in respect of that information	Bidder requests that the term of the confidenitality should be fixed during the start of the contract. 8.22.5 Period of confidentiality The obligations under this clause 8.22 continue, notwithstanding the expiry or termination of the contract: a. Any item of information, for the contract period and one year thereafter; and b. In relation to any information which the parties agree in writing after the date of the contract is to constitute Confidential Information for the purposes of the contract, for the period agreed by the parties in writing in respect of that information **but no later than 5 yearsfrom the date of expiry or termination of the contract.**	No change in RFP terms

| 158 | 150 | PART 8: TERMS AND CONDITIONS
8.23 Protection of Personal Information
8.23.2 Obligations | 8.23.2 Obligations

The Bidder acknowledges that it will use or disclose personal information obtained during the course of providing Services under the contract, only for the purposes of the contract. | Bidder would like to understand if the successful bidder will have access to personal data for the purpose of rendering services.

The Bidder requests that the following be included at the end of this provision:

Unless permitted or agreed to in the applicable statement of work required for performance of Services, LIC shall not provide Bidder with access to personal data. Bidder undertakes to inform the LIC, and to enter into a separate data processing agreement on reasonable terms, which will be subject to the terms of this Agreement, if and to the extent Bidder considers that any such personal data is being processed through the Services. Notwithstanding anything else in this Agreement, should the Bidder process personal data under this Agreement, the Parties will execute mutually agreed data processing agreement. | No change in RFP terms |

| 159 | 150 | PART 8: TERMS AND CONDITIONS 8.24 Conflict of Interest 8.24.1 Warranty that there is no conflict of interest | 8.24.1 Warranty that there is no conflict of interest

The Bidder will warrant that, to the best of its knowledge after making diligent inquiry, at the date of signing the contract no conflict of interest exists or is likely to arise in the performance of its obligations under the contract.
a. A Bidder will not have a conflict of interest that may affect the Services
b. LIC requires that the Bidder provides professional, objective, and impartial services and at all times hold LIC 's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to LIC, or that may place it in a position of not being able to carry out the assignment in the best interests of LIC.
c. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest, if there | Bidder cannot warrant that there will be no conflict of interest for the duration of the engagement, the Bidder will only undertake to provide the services in terms of the agreement which may not be in the best interests of LIC at all times.

8.24.1 Warranty that there is no conflict of interest

The Bidder will warrant that, to the best of its knowledge ~~after making diligent inquiry~~, at the date of signing the contract no conflict of interest exists ~~or is likely to arise~~ in the performance of its obligations under the contract.
a. A Bidder will **at the time of signing the contract,** not have a conflict of interest that may affect the Services
~~b. LIC requires that the Bidder provides professional, objective, and impartial services and at all times hold LIC 's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.~~ The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to LIC, or that may place it in a position of not being able to carry out the assignment ~~in the best interests of LIC~~.
c. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest, if there is a conflict | No change in RFP terms |

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			is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by the Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances 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.	among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by the Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances 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 **material** conflict with the present assignment.	

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| 160 | 151 | PART 8: TERMS AND CONDITIONS

8.24.3 Ambiguities within the Document | Ambiguities within the Document
In case of ambiguities or discrepancies within this RFP, the following principles shall apply:
a. Apart from the clauses where specifically mentioned all other terms and conditions of the RFP are applicable.
b. As between two Clauses of this RFP, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause.
c. As between the provisions of this RFP and its Annexures, the RFP shall prevail, save and except as expressly provided otherwise in the RFP or the Annexures; and
d. As between any value written in numerals and that in words, the value in words shall prevail. | Bidder requests that the Bidder's proposal should be a part of the Contract document to mitigate ambiguities.

Ambiguities within the Document
In case of ambiguities or discrepancies within this RFP, the following principles shall apply:
a. Apart from the clauses where specifically mentioned all other terms and conditions of the RFP are applicable.
b. As between two Clauses of this RFP, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause.
c. As between the provisions of this RFP and its Annexures, the RFP shall prevail, save and except as expressly provided otherwise in the RFP or the Annexures; and
d. As between any value written in numerals and that in words, the value in words shall prevail.
e. As between the provisions of this RFP, its Annexures and the deviations proposed in the Proposal, the deviations proposed in the Proposal shall prevail unless mutually agreed between the parties. | No change in RFP terms |

161	153	PART 8: TERMS AND CONDITIONS 8.25.1 Compliance with LIC requirements / Regulatory Compliance	The Bidder will ensure that its Personnel comply with: a. All relevant security and other requirements specified in LIC 's Information Security Policy, if the same has been made aware by LIC. b. Any other security related incidents /procedures or requirements notified, in writing, by LIC to the Bidder. The Bidder must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice. c. Any regulatory guidelines about IT security issued by the Regulator.	The Bidder will ensure that its Personnel comply with: a. All relevant security and other requirements specified in LIC 's Information Security Policy, if the same has been made aware by LIC. b. Any other security related incidents /procedures or requirements notified, in writing, by LIC to the Bidder. The Bidder must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice **subject to mutual agreed between the parties through a change request process**. c. Any regulatory guidelines about IT security issued by the Regulator.	No change in RFP terms
162	153	PART 8: TERMS AND CONDITIONS 8.27 Force Majeure or Unforeseen Events 8.27.1 Occurrence of Unforeseen event	LIC or the Bidder is excused from performing its obligations under the Contract to the extent it is prevented by circumstances beyond its reasonable control (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Bidder only), including but not limited to acts of God, natural disasters, acts of war, riots and strikes outside that party's organisation.	The Bidder requests the following amendments: - LIC or the Bidder is excused from performing its **non-monetary** obligations under the Contract to the extent it is prevented by circumstances beyond its reasonable control (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Bidder only), including but not limited to acts of God, natural disasters, acts of war, riots and strikes outside that party's organisation.	No change in RFP terms

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163	154	PART 8: TERMS AND CONDITIONS 8.27 Force Majeure or Unforeseen Events 8.27.3 Termination	If non-performance or diminished performance by the Affected Party due to the circumstances under the contract continues for a period of more than 30 consecutive days, the other party may terminate the Contract immediately by giving the Affected Party written notice.	The bidder seeks to increase the duration before termination as follows: If non-performance or diminished performance by the Affected Party due to the circumstances under the contract continues for a period of more than 30 90 consecutive days, the other party may terminate the Contract immediately by giving the Affected Party written notice.	No change in RFP terms
164	154	PART 8: TERMS AND CONDITIONS 8.27 Force Majeure or Unforeseen Events 8.27.4 Consequences of termination	If the Contract is terminated: a. Each party will bear its own costs and neither party will incur further liability to the other. b. Where the Bidder is the Affected Party, it will be entitled to payment for Services Accepted or work performed prior to the date of intervention of the circumstances described in the contract.	8.27.4 Consequences of termination If the Contract is terminated: a. Each party will bear its own costs and neither party will incur further liability to the other. b. Where the Bidder is the Affected Party, it will be entitled to payment for Services Accepted or work performed **(including unamortised investments made by the bidder)** prior to the date of intervention of the circumstances described in the contract.	No change in RFP terms

165	154	PART 8: TERMS AND CONDITIONS 8.28 Dispute Resolution 8.28.1 Settlement of Disputes, Arbitration	8.28.1 Settlement Of Disputes, Arbitration: a. Any dispute and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of work (whether during the progress of the work or after its completion and whether before or after determination, abandonment, or breach of contract) shall be referred through Contract Executing Authority to a three members committee to be constituted by LIC of India. All disputes / representations are to be placed before the committee and the committee after due diligence and hearing both the parties will submit the report to LIC of India. The report will be shared with contractually agreed parties for their acceptances / nonacceptance.In case of non-acceptance by any of the party, the matter shall be referred to the arbitration tribunal which will be constituted by ED (Personnel) only after receipt of specific request from either of the aggrieved party. The arbitration tribunal prescribed herein above with shall comprise of a three	8.28.1 Settlement Of Disputes, Arbitration: a. Any dispute and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of work (whether during the progress of the work or after its completion and whether before or after determination, abandonment, or breach of contract) shall be referred ~~through Contract Executing Authority to a three members committee to be constituted by LIC of India. All disputes / representations are to be placed before the committee and the committee after due diligence and hearing both the parties will submit the report to LIC of India. The report will be shared with contractually agreed parties for their acceptances / nonacceptance.In case of non-acceptance by any of the party, the matter shall be referred~~ to the arbitration tribunal which will be constituted ~~by ED (Personnel)~~ only after receipt of specific request from either of the aggrieved party. The arbitration tribunal prescribed herein above with shall comprise of a three members Arbitral Tribunal, one of each will be appointed by either party and both the appointed Arbitrator by either party will appoint the 3rd Arbitrator who will act as a Presiding Arbitrator. The processing of arbitration will be as per Arbitration and Conciliation Act 1996 or any statutory modifications or Amendment to it from time to time.	No change in RFP terms

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			members Arbitral Tribunal, one of each will be appointed by either party and both the appointed Arbitrator by either party will appoint the 3rd Arbitrator who will act as a Presiding Arbitrator. The processing of arbitration will be as per Arbitration and Conciliation Act 1996 or any statutory modifications or Amendment to it from time to time.		

166	154	PART 8: TERMS AND CONDITIONS 8.28 Dispute Resolution 8.28.1 Settlement of Disputes, Arbitration	c. All disputes between the parties to the contract (other than those for which the decision of the Chief-Personnel or any other person is by the contract expressed to be final & binding i.e. issues pertaining to excepted matters) shall after written notice by either party to the contract to the other of them be referred. e. The Arbitral Tribunal shall determine all matters in disputes other than excepted matters as below: i. Scope of Work ii. Technical and Functional Specifications iii. Discrepancies (varying or conflicting provisions among documents, agreement). iv. Suspension or discontinuation of work v. Acceptance of deliverables In the above excepted matters, the decision of the Executive Director (Personnel) will be final, conclusive and binding on the parties hereto and shall be without appeal. f. The references to arbitration by contractor on the matter of withholding by the Employer the	Bidder requests following changes in the Arbitration clause, which bidder believes are necessary for either parties: c. All disputes between the parties to the contract (other than those for which the decision of the Chief-Personnel or any other person is by the contract expressed to be final & binding i.e. issues pertaining to excepted matters) shall after written notice by either party to the contract to the other of them be referred. e. The Arbitral Tribunal shall determine all matters in disputes other than excepted matters as below: i. Scope of Work ii. Technical and Functional Specifications iii. Discrepancies (varying or conflicting provisions among documents, agreement). iv. Suspension or discontinuation of work v. Acceptance of deliverables In the above excepted matters, the decision of the Executive Director (Personnel) will be final, conclusive and binding on the parties hereto and shall be without appeal. f. The references to arbitration by contractor on the matter of withholding by the Employer the certificate for interim payment can take place during the currency of the contract. However, on other kinds of disputes, unless both the parties agree in writing, reference of such disputes to	No change in RFP terms

			certificate for interim payment can take place during the currency of the contract. However, on other kinds of disputes, unless both the parties agree in writing, reference of such disputes to arbitration shall not take place until after the completion or alleged completion of the work or termination or determination of contract. h. It is also a term of the contract that if the contractor does not make any demand for arbitration in respect of any claims within 120 days of receiving the intimation from the Corporation that the final bill is ready for payment, the claims if any received after 90 days period shall be absolutely barred from reference to the Arbitrator.	~~arbitration shall not take place until after the completion or alleged completion of the work or termination or determination of contract.~~ ~~h. It is also a term of the contract that if the contractor does not make any demand for arbitration in respect of any claims within 120 days of receiving the intimation from the Corporation that the final bill is ready for payment, the claims if any received after 90 days period shall be absolutely barred from reference to the Arbitrator.~~	

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| 167 | 156 | PART 8: TERMS AND CONDITIONS
8.29 Termination

8.29.1 Right to terminate | If Bidder fails to comply with the Scope of Work and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate the Contract immediately by giving the Bidder written notice of 15 days. | The Bidder requests the following amendments: -

If Bidder fails to comply with the Scope of Work and, if any part of the service does not meet the specifications on three or more **consecutive** occasions, LIC may (in addition to its other remedies) terminate the Contract immediately by giving the Bidder written notice of 15 days **post giving cure period of 30 days**. | No change in RFP terms |

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| 168 | 157 | PART 8: TERMS AND CONDITIONS
8.29 Termination

8.29.2 Termination and reduction for convenience | a. LIC may, at any time, by a prior written notice of one week, terminate the contractor and / or reduce the scope of the Services.

c. If the contract is terminated, LIC is liable only for payments in respect of services rendered before the effective date of termination. | The Bidder requests that both parties be afforded the opportunity to terminate the contract for convenience.

The Bidder requests the following amendments: -

LIC may, at any time, by a prior written notice of **ninety days** ~~one week~~, terminate the contractor **subject to payments for the services rendered till the effective date of termination, work in progress, wind down charges, unamortised investments and termination charges if agreed between the parties in the proposal**. ~~and / or~~ **The parties may** reduce the scope of the Services **by mutual consent**.

c. If the contract is terminated, LIC is liable only for payments in respect of services rendered before the effective date of termination, **work in progress, wind down charges, unamortised investments and termination charges if agreed between the parties in the proposal.**. | No change in RFP terms |

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| 169 | 157 | PART 8: TERMS AND CONDITIONS
8.29 Termination

8.29.2 Termination and reduction for convenience | b. On receipt of a notice of termination or reduction the Bidder must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect LIC Material and Contract Material; and continue work on any part of the Services not affected by the notice.

f. The deliverables that are complete and ready for delivery within 7 days after the Bidder's receipt of notice of termination shall be accepted by LIC as per the Contract. For the remaining systems, LIC may choose to have any portion completed and delivered at the Contract terms and prices, and /or to cancel the remainder and pay to the Bidder an agreed amount for partially completed systems and for materials and parts previously procured by the Bidder. | The Bidder requests the following amendments: -

On receipt of a notice of termination or reduction the Bidder must stop work as specified in the notice; take all **reasonable** available steps to minimize loss resulting from that termination and to protect LIC Material and Contract Material; and continue work on any part of the Services not affected by the notice.

~~f. The deliverables that are complete and ready for delivery within 7 days after the Bidder's receipt of notice of termination shall be accepted by LIC as per the Contract. For the remaining systems, LIC may choose to have any portion completed and delivered at the Contract terms and prices, and /or to cancel the remainder and pay to the Bidder an agreed amount for partially completed systems and for materials and parts previously procured by the Bidder.~~ | No change in RFP terms |

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| 170 | 157 | PART 8: TERMS AND CONDITIONS
8.29 Termination

8.29.3 Termination by LIC for default | a. Notwithstanding what has been stated in this section of the Agreement, LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part if the Bidder fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Bidder fails to perform any other obligation(s) under the Contract.

b. In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered, and the Bidder shall be liable to LIC for any excess costs for such similar systems or Services. However, the Bidder shall continue the performance of the Contract to the extent not terminated. | Termination for cause should only be for material breach of the contract after giving the Bidder a reasonable period to cure of not less than 30 days.

The Bidder requests the following amendments: -

Notwithstanding what has been stated in this section of the Agreement, LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part, **after providing the Bidder with a reasonable opportunity to remedy any breach or delay,** if the Bidder fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Bidder fails to perform any other obligation(s) under the Contract.

b. In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered **at its own cost**, and the Bidder shall be liable to LIC for any excess costs for such similar systems or Services. However, the Bidder shall continue the performance of the Contract to the extent not terminated. | No change in RFP terms |

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171	158	PART 8: TERMS AND CONDITIONS 8.29 Termination 8.29.4 Termination for Insolvency	b. In case of termination under this clause, LIC is liable to pay for all the services performed by the Bidder till the effective date of termination.	b. In case of termination under this clause, LIC is liable to pay for all the services performed by the Bidder till the effective date of termination, **work in progress, wind down charges, unamortised investments and termination charges if agreed between the parties in the proposal**.	No change in RFP terms
172	158	PART 8: TERMS AND CONDITIONS 8.29 Termination 8.29.6 Survival	The following clauses survive the termination and expiry of the contract: a) Clause 8.15 (Intellectual Property Rights); b) Clause 8.19 (Indemnity); c) Clause 8.22 (Confidentiality and privacy); d) Clause 8.23 (Protection of personal information); e) Clause 8.25(Security); f) Clause 8.29.9 (Knowledge Transfer);	The bidder requests the following modification in the clause: The following clauses survive the termination and expiry of the contract: a) Clause 8.15 (Intellectual Property Rights); b) Clause 8.19 (Indemnity); **bb) Clause 8.20 (liability)**; c) Clause 8.22 (Confidentiality and privacy); d) Clause 8.23 (Protection of personal information); e) Clause 8.25(Security); f) Clause 8.29.9 (Knowledge Transfer);	No change in RFP terms

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173	159	PART 8: TERMS AND CONDITIONS 8.29 Termination 8.29.8 Termination does not affect accrued rights	a. In the event of termination of the selected bidder(Bidder) due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP, end of project life or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach.	a. In the event of termination of the selected bidder (Bidder) due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP, end of project life or otherwise], ~~LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure~~ **the Parties shall mutually agree to** an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach.	No change in RFP terms
174	163	PART 8: TERMS AND CONDITIONS 8.32 Performance Guarantee	a. The proceeds of the performance guarantee shall be payable to LIC as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. b. The performance guarantee will be discharged by LIC and returned with intimation to the Bidder not later than 60 days following the date of completion of the Bidder's performance obligations including any warranty obligations under the contract.	a. The proceeds of the performance guarantee shall be payable to LIC as compensation for any loss resulting from the Bidder's **material** failure to complete its obligations under the Contract. b. The performance guarantee will be discharged by LIC and returned with intimation to the Bidder not later than 60 days following the date of completion of the Bidder's performance obligations including any warranty obligations under the contract**, which shall be confirmed through completion certificate by LIC**.	No change in RFP terms

| 175 | 164 | PART 8: TERMS AND CONDITIONS 8.35 Right to Audit | The Selected Bidder (Bidder) may be subject to audit by internal/ external Auditors appointed by the LIC / IRDAI or any regulatory authority. | Bidder requests certain exceptions and carve outs in the case of an audit that are critical for the bidder to submit the bid: The Selected Bidder (Bidder) may be subject to audit by internal/ external Auditors appointed by the LIC / IRDAI or any regulatory authority. **Other than the audit by a regulatory authortiy, Such audit shall be conducted (a) upon thirty days prior written notice to Selected Bidder; (b) no more than once each calendar year; (c) only in relation to the previous twelve months' activities; (d) during normal business hours; and (e) to the extent it does not interfere with Selected Bidder's ability to perform the Services in accordance with the Agreement.** **Notwithstanding anything contained elsewhere in the Agreement, Selected Bidder shall not be obligated to share any information or records relating to the Selected Bidder's proprietary information, internal controls, internal or external audit information, internal cost records or the Selected Bidder's affiliates, subcontractors' proprietary information, or any information subject to attorney-client privilege or prepared at the direction of counsel.** | No change in RFP terms |

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| 176 | 164 | PART 8: TERMS AND CONDITIONS 8.36 Privacy and Security Safeguards | a. The bidders must ensure to report forthwith in writing of information security breaches to the Bidder by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's Data, facilities or Confidential Information.

b. The bidders need to ensure to treat information passed on to them under the agreement with the bidder as classified. Such Information will not be communicated / published / advertised by the CSP to any person/organization without the express permission of the bidder. | The Bidder requests the following amendments: -

The bidders must ensure to report forthwith in writing of information security breaches, **within a reasonable time period,** to the Bidder by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's Data, facilities or Confidential Information.

b. The bidders need to ensure to treat **Confidential** information passed on to them under the agreement with the bidder as classified. Such Information will not be communicated / published / advertised by the CSP to any person/organization without the express permission of the bidder. | No change in RFP terms |

177	164	PART 8: TERMS AND CONDITIONS 8.37 Acceptance Criteria and Sign-Off Framework	All Bidder deliverables will be subject to review by LIC prior to final approval, acceptance, and payment. LIC will accept or reject the deliverables in writing. In the event of the rejection of any deliverable, the Bidder shall be notified in writing giving the specific reason(s) for rejection. The Bidder shall have five (5) working days to correct the rejected deliverable and return it to LIC.	Bidder suggests an exhaustive process for the sign off. All Bidder deliverables will be subject to review by LIC prior to final approval, acceptance, and payment. LIC will accept or reject the deliverables in writing. In the event of the rejection of any deliverable, the Bidder shall be notified in writing giving the specific reason(s) for rejection. The Bidder shall have five (5) working days **or any other time agreeed between the parties** to correct the rejected deliverable and return it to LIC **for sign off**. **The deliverbales will be deemed accepted in case LIC does not notify the acceptance or rejection of the deliverables within fifteen (15) days or any other time agreed between the parties.**	No change in RFP terms
178	164	PART 8: TERMS AND CONDITIONS 8.38 Validity of Agreement	The Agreement/ SLA will be valid for the initial period of 8 Years. LIC reserves the right to terminate or extend the Agreement as per the terms of RFP/ Agreement and as extended as per provision of this RFP.	The Agreement/ SLA will be valid for the initial period of 8 Years. LIC reserves the right to terminate **the Agreement** or extend the Agreement as per the **mutually agreed** terms of ~~RFP/~~ Agreement and as extended as per provision of this RFP.	No change in RFP terms

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179	241	10.23 Annexure W: Service Level Agreement 1.1 Definition	1.1.6 "Deliverables" shall mean all work products generated by the Consultant in the performance of the Services, including, but not limited to, any and all information, notes, reports, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.	1.1.6 "Deliverables" shall mean all work products generated by the Consultant in the performance of the Services, including, ~~but not limited to,~~ **copyrights and patents** ~~any and all information, notes, reports, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets~~.	No change in RFP terms
180	245	10.23 Annexure W: Service Level Agreement 2. Scope Of Work 2.5	2.5 Successful Bidder shall be required to get the Device hardened/configured as per LIC's prevailing standards and policy.	Bidder requests a copy of LIC's standards and policies. Bidder requires sight of such policies and standards in order to agree to be bound by same.	Details to be shared with the successful bidder.

| 181 | 245 | 10.23 Annexure W: Service Level Agreement 2. Scope Of Work 2.7 | 2.7 Successful Bidder shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of LIC's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), access configurations, parameter settings, executable files, etc., which LIC representative may inspect. Bidder shall facilitate and/ or handover the Device to LIC or its authorized representative for investigation and/or forensic audit. | Bidder cannot agree to provide LIC such inspection and audit rights. Bidder agrees to take reasonable steps to ensure services are performed securely and confidentially. Bidder agrees to provide access to routinely prepared record and reports.

Bidder requests deletion of this clause:

~~2.7 Successful Bidder shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of LIC's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), access configurations, parameter settings, executable files, etc., which LIC representative may inspect. Bidder shall facilitate and/ or handover the Device to LIC or its authorized representative for investigation and/or forensic audit.~~ | No change in RFP terms |

| 182 | 245 | 10.23 Annexure W: Service Level Agreement 2. Scope Of Work 2.8 | 2.8 Successful Bidder shall be responsible for protecting its network and subnetworks, from which remote access to LIC's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure LIC's information technology system is not compromised in the course of using remote access facility. | Bidder agrees to take commercially reasonable steps to avoid introducing viruses, malicious code into LIC's environment.

Bidder requests the following amendments:

2.8 Successful Bidder shall take commercially reasonable steps be responsible for protecting its network and subnetworks, from which remote access to LIC's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure LIC's information technology system is not compromised in the course of using remote access facility. | No change in RFP terms |

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3. Fees /Compensation

3.4 Performance Bank Guarantee and Penalties | 3.4.1 Successful bidder shall furnish performance security in the form of Bank Guarantee (format to be provided/ approved by LIC) for an amount of Rs. 10% of total project cost issued by any Scheduled Commercial Bank valid for the tenure of the Contract plus a claim period of six months, indemnifying any loss to LIC

3.4.2 Performance Bank Guarantee is required to protect the interest of LIC against delay in supply/installation and/or the risk of non- performance of Bidder in respect of successful implementation of the project; or performance of the material or services sold; or breach of any terms and conditions of the Agreement, which may warrant invoking of Performance Bank Guarantee. | 3.4.1 Successful bidder shall furnish performance security in the form of Bank Guarantee (format to be provided/ approved by LIC) for an amount of ~~Rs.~~ **3** ~~10~~% of total project cost issued by any Scheduled Commercial Bank valid for the tenure of the Contract plus a claim period of six months~~, indemnifying any loss to LIC.~~

3.4.2 Performance Bank Guarantee is required to protect the interest of LIC against delay in supply/installation and/or the risk of **materal** non- performance of Bidder in respect of successful implementation of the project; ~~or performance of the material or services sold~~; or breach of any **material** terms and conditions of the Agreement, which may warrant invoking of Performance Bank Guarantee. | No change in RFP terms |

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3. Fees /Compensation

3.4 Performance Bank Guarantee and Penalties | 3.4.3 If at any time during performance of the Contract, Successful Bidder shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Successful Bidder shall promptly notify LIC in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable, after receipt of Successful Bidder's notice, LIC shall evaluate the situation and may at its discretion extend Successful Bidder's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement. | Bidder requests that the parties agree together on extensions. | No change in RFP terms |

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185	247	10.23 Annexure W: Service Level Agreement 3. Fees /Compensation 3.4 Performance Bank Guarantee and Penalties 3.4.6	3.4.6 Any unexcused delay by the Successful Bidder in the performance of its Contract obligations shall render this Agreement to be terminated.	Bidder seeks to have termination limited to instances of material breach of the overall agreement as there are other appropriate remedies for delay. 3.4.6 Any unexcused delay by the Successful Bidder in the performance of its Contract obligations shall render this Agreement to be terminated **as per the termination clause**.	No change in RFP terms
186	247	10.23 Annexure W: Service Level Agreement 4. Liabilities/Obligation 4.2 Successful Bidder Duties	a. To ensure that the services are delivered as per the scope of work and timelines are adhered to. b. Regular MIS to LIC regarding progress of project. c. Proper liaison with LIC officials for smooth implementation of project.		No comments

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5. Representations & Warranties | The Bidder will have to represent and warrant that:
a. It has the right to enter into the Contract resulting this RFP;
b. It has all rights, title, licenses, interests and property necessary to lawfully perform the Services;
c. Its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
d. The Services will be complete, accurate and free from material faults; and
e. It will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into LIC's systems or any Deliverables or any Harmful Code. | In respect to (d) and (e) Bidder requests the following amendments:

The Bidder will have to represent and warrant that:
a. It has the right to enter into the Contract resulting this RFP;
b. It has all rights, title, licenses, interests and property necessary to lawfully perform the Services;
c. Its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
d. The Services will be **completed** ~~,~~ ~~accurate and~~ free from material faults; and
e. It will ~~not, nor will it suffer or permit any third party under its direction or control to negligently~~ **take commercially reasonable steps to avoid introducing**~~e~~ into LIC's systems or any Deliverables ~~or~~ any Harmful Code. | No change in RFP terms |

| 188 | 248 | 10.23 Annexure W: Service Level Agreement 6. General Indemnity | Bidder will undertake to indemnify LIC from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, Corporation or other entity (including LIC) attributable to the Bidder's negligence or wilful default in performance or non-performance under the contract. If LIC promptly notifies Bidder in writing of a third-party claim against LIC that any Service provided by the Bidder infringes a copyright, trade secret or Indian patents of any third party, Bidder will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. a. If any Service is or likely to be held to be infringing, Bidder will at its expense and option either i. Procure the right for LIC to continue using it, ii. Replace it with a non-infringing equivalent, iii. Modify it to make it non-infringing. b. The foregoing remedies constitute LIC's sole and exclusive remedies and successful Bidder's entire liability with respect to infringement. | Please see the relevant suggestions in Clause 8.19 of the RFP. | No change in RFP terms |

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			c. The successful Bidder shall, at its own cost and expenses, defend and indemnify LIC against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or any part thereof in India. The bidder shall expeditiously meet any such claims and shall have full rights to defend itself therefrom. If LIC is required to pay compensation to a third party resulting from such infringement, the successful Bidder shall be fully responsible therefor, including all expenses and court and legal fees. The successful Bidder shall also be liable to indemnify LIC, at its own cost and expenses, against all losses/damages, which LIC may suffer on account of violation by the successful Bidder of any or all national/international trade laws, norms, standards, procedures etc.		

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| 189 | 249 | `10.23 Annexure W: Service Level Agreement 7. Contingency Plans | Successful Bidder shall arrange and ensure proper data recovery mechanism, attrition plan and other contingency plans to meet any unexpected obstruction to successful Bidder or any employees in rendering the Services or any part of the same under this Agreement to LIC. Successful Bidder at LICs discretion shall co-operate with LIC in case on any contingency. | The Bidder understand that the contigency plans will be at an added cost to LIC and will be added to the scope of work. Please confirm. | No change in RFP terms |

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8. Transition Requirement
8.1 - 8.2 | 8.1 In the event of failure of successful Bidder to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, LIC at its sole discretion may make alternate arrangement for getting the Services contracted with another bidder. In such case, LIC shall give prior notice to the existing Bidder. The existing Bidder shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work.
8.2 During the transition phase, the existing Bidder shall render all reasonable assistance to the new Bidder within such period prescribed by LIC, at no extra cost to LIC, for ensuring smooth switch over and continuity of Services, provided where transition services are required by LIC or New Bidder beyond the term of this Agreement, reasons for which are not attributable to Bidder, payment shall be made to Bidder for such additional period on the same rates and payment terms as specified in this Agreement. If existing Bidder is in | Bidder requests that where step-in rights are required that these be for a limited time period and as agreed between the parties. Bidder further requests that these be limited to instances of sustained material issues.

Bidder requests the following amendments:

8.1 In the event of failure of successful Bidder to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, LIC ~~at its sole discretion~~ **may agreed mutually with Bidder to** make alternate arrangement for getting the Services contracted with another bidder. In such case, LIC shall give prior notice to the existing Bidder. The existing Bidder shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work.
8.2 During the transition phase, the existing Bidder shall render all reasonable assistance to the new Bidder within such period **agreed to by the parties mutually** ~~prescribed by LIC~~, ~~at no extra cost to LIC~~, for ensuring smooth switch over and continuity of Services, provided where transition services are required by LIC or New Bidder beyond the term of this Agreement, reasons for which are not attributable to Bidder, payment shall be made to Bidder for such additional period on the same rates and payment terms as | No change in RFP terms |

| | | | breach of this obligation, they shall be liable for paying a penalty of 10% of the TCO on demand to LIC, which may be settled from the payment of invoices or Performance Bank guarantee for the contracted period. | specified in this Agreement. ~~If existing Bidder is in breach of this obligation, they shall be liable for paying a penalty of 10% of the TCO on demand to LIC, which may be settled from the payment of invoices or Performance Bank guarantee for the contracted period.~~ | |

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191	250	10.23 Annexure W: Service Level Agreement 8. Liquidated Damages (8.17.5 Liquidated Damages)	9.1 The delivery of the entire system consisting of software and services will be as per the schedule mentioned in the Service Level Agreement; failure to do so will attract penalties. If, at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the systems and/or Services, the Bidder shall promptly notify LIC in writing of the fact of the delay, it is likely duration and its cause(s). As soon as practicable, after receipt of the Bidder's notice, LIC shall evaluate the situation and may, at its discretion, extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract. 9.2 If the bidder fails to deliver and install the solution or to perform the services within the time period(s) specified in the contract, LIC shall without prejudice to its other remedies under the contract, deduct from the contract price, as Liquidated Damages, a sum equivalent to 1% of the contract price for every week (7 days) or part thereof	Bidder requests that liquidated damages be capped at 10% TCV and that Bidder only accepts liability where they are solely attributable to bidder. Bidder requests the following amendments: 9.1 The delivery of the entire system consisting of software and services will be as per the schedule mentioned in the Service Level Agreement; failure to do so will attract penalties. If, at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the systems and/or Services, the Bidder shall promptly notify LIC in writing of the fact of the delay, it is likely duration and its cause(s). As soon as practicable, after receipt of the Bidder's notice, LIC shall evaluate the situation and may, at its discretion, extend the Bidder's time for performance, ~~with or~~ without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract. 9.2 If the bidder fails to deliver and install the solution or to perform the services within the time period(s) specified in the contract, LIC shall without prejudice to its other remedies under the contract, deduct from the contract price, as Liquidated Damages, a sum equivalent to 1% of the contract price for every week (7 days) or part thereof delay, up-to maximum deduction of 1~~0~~5% of	No change in RFP terms

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			delay, up-to maximum deduction of 15% of the contract price. 9.3 There shall be a penalty for non-adherence to the time schedule. The total penalty will be capped at 15 % of the total contract value. Once the maximum deduction is reached, LIC may consider termination of the Agreement. 9.4 Liquidated Damages is not applicable for reasons attributable to LIC and Force Majeure. However, it is the responsibility/onus of the successful Bidder to prove that the delay is attributed to LIC and Force Majeure. The successful Bidder shall submit the proof authenticated by the successful Bidder and LIC official that the delay is attributed to LIC and Force Majeure along with the bills requesting payment.	the contract price. 9.3 There shall be a penalty for non-adherence to the time schedule. The total penalty will be capped at **10**5 % of the total contract value. Once the maximum deduction is reached, LIC may consider termination of the Agreement. 9.4 Liquidated Damages is not applicable for reasons attributable to LIC and Force Majeure. However, it is the responsibility/onus of the successful Bidder to ~~prove~~ **reasonably demonstrate** that the delay is attributed to LIC and Force Majeure. The successful Bidder shall submit the ~~proof~~ a **reasonable grounds demonstrating** authenticated by the successful Bidder and LIC official that the delay is attributed to LIC and Force Majeure along with the bills requesting payment.	

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11. Sub-Contracting | As per the scope of this Agreement, sub-contracting is not permitted. | Bidder requests that it be able to subcontract freely or that a pre-approved list of subcontractors be complied from which the Bidder can subcontract without limitation. | No change in RFP terms |

| 193 | 251 | 10.23 Annexure W: Service Level Agreement
12. Intellectual Property Rights

12.1 Third Party Material

12.2 Rights in Bidder's Pre-existing IPR | 12.1 Third Party Material
The successful Bidder must have ownership or obtain all necessary copyright and other Intellectual Property Right permissions before making any Third-Party Material available for the purpose of performance of services under this RFP and resulting purchase order.

12.2 Rights in Bidder's Pre-existing IPR
1.2.1 All IPR including the source code and materials developed or otherwise obtained independent of the efforts of a party under this Agreement ("pre-existing work") including any enhancement or modification thereto shall remain the sole property of that party.
1.2.2 During the performance of the services for this agreement, each party grants to the other party a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the term of this Agreement.
1.2.3 Except as may be otherwise explicitly agreed to in a statement | Please see the relevant suggestions in Clause 8.15 of the RFP. | No change in RFP terms |

			of services, upon payment in full, the successful Bidder should grant LIC a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to LIC as a part of the service or deliverables only for its internal business operations. 1.2.4 Under such license, either of the parties will have no right to sell the pre-existing work of the other party to a Third Party. LIC's license to pre-existing work is conditional upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that successful Bidder leaves with LIC at the conclusion of performance of the services.		

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12. Intellectual Property Rights

12.3 IPR Warranty | 12.3 IPR Warranty
The successful Bidder will warrant that:
a. The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and
b. It has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause 12. | Please see the relevant suggestions in Clause 8.15 of the RFP. | No change in RFP terms |

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12. Intellectual Property Rights

12.4 Remedy for breach of warranty | If someone claims, or LIC reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights, the successful Bidder will, in addition to the indemnity under clause 6 and to any other rights that LIC may have against it, promptly, at the successful Bidder's expense:
a. Use its best efforts to secure the rights for LIC to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
b. Replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.
c. The successful Bidder will indemnify LIC against all third-party claims of infringement of patent, Intellectual Property Rights, trademark, copy right or industrial design rights arising from use of the successful Bidder's Solution or any part thereof throughout the Offices of | Bidder requests deletion of this clause. | No change in RFP terms |

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			LIC, including but not limited to the legal actions by any third party against LIC. d. LIC shall not be held liable for and would be absolved of any responsibility or claim/litigations arising out of the use of any third party software or its components or modules supplied by the successful Bidder in terms of requirements of this RFP.		

196	252	10.23 Annexure W: Service Level Agreement 12. Intellectual Property Rights 12.5 Patent Rights and other litigation costs	12.5.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the systems or any parts thereof with relation to the contract deliverables, in LIC's country, the successful Bidder will act expeditiously to extinguish such claim. If the successful Bidder fails to comply and LIC is required to pay compensation to a third party resulting from such infringement, the Bidder will be responsible for the compensation including all	Please see the relevant suggestions in Clause 8.15 of the RFP.	No change in RFP terms

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12. Intellectual Property Rights

12.5 Patent Rights and other litigation costs | 12.5.2 In no event shall LIC be liable for any indirect, incidental or consequential damage or liability, under or in connection with or arising out of this RFP, or out of any subsequent agreement related to the services delivered. For this purpose, it would be immaterial how such liability may arise provided that the claims against customers, users and service providers of LIC are considered as a direct claim. | Bidder requests that it will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings.

Bidder requests the following amendments:

12.5.2 In no event shall ~~LIC~~ Bidder be liable for any indirect, **exempolary, special,** incidental or consequential damage or liability, **or any lost profits, data loss business, revenune, value goodwill, or anticipated savings** under or in connection with or arising out of this RFP, or out of any subsequent agreement related to the services delivered. ~~For this purpose, it would be immaterial how such liability may arise provided that the claims against customers, users and service providers of LIC are considered as a direct claim.~~ | No change in RFP terms |

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14. Inspection And Audit | As per the RFP. | Bidder has suggested changes in clause 8.25 of the RFP.

Other than the audit by a regulatory authortiy, Such audit shall be conducted (a) upon thirty days prior written notice to Selected Bidder; (b) no more than once each calendar year; (c) only in relation to the previous twelve months' activities; (d) during normal business hours; and (e) to the extent it does not interfere with Selected Bidder's ability to perform the Services in accordance with the Agreement.

Notwithstanding anything contained elsewhere in the Agreement, Selected Bidder shall not be obligated to share any information or records relating to the Selected Bidder's proprietary information, internal controls, internal or external audit information, internal cost records or the Selected Bidder's affiliates, subcontractors' proprietary information, or any information subject to attorney-client privilege or prepared at the direction of counsel. | No change in RFP terms |

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199	254	10.23 Annexure W: Service Level Agreement 15. Confidentiality	As per the RFP.	Bidder requests that confidentiality provisions be set out in a separate agreement and that they be made mutual. Bidder seeks to clarify that the definition of Confidential Information and the obligations on the Bidder in relation to Confidential Information is governed by the NDA submitted by the Bidder.	No change in RFP terms
200	257	10.23 Annexure W: Service Level Agreement 16. Protection of Personal Information	16.1 Application of the clause This clause applies only where the Bidder deals with personal information and for the purpose of, providing Services under the contract. 16.2 Obligations The Bidder acknowledges that it will use or disclose personal information obtained during the course of providing Services under the contract, only for the purposes of the contract.	Bidder would like to understand if the successful bidder will have access to personal data for the purpose of rendering services. The Bidder requests that the following be included at the end of this provision: **Unless permitted or agreed to in the applicable statement of work required for performance of Services, LIC shall not provide Bidder with access to personal data. Bidder undertakes to inform the LIC, and to enter into a separate data processing agreement on reasonable terms, which will be subject to the terms of this Agreement, if and to the extent Bidder considers that any such personal data is being processed through the Services. Notwithstanding anything else in this Agreement, should the Bidder process personal data under this Agreement, the Parties will execute mutually agreed data processing agreement.**	No change in RFP terms

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| 201 | 257 | 10.23 Annexure W: Service Level Agreement 17. Security | The Successful bidder must ensure the security of the application and the data throughout the project lifecycle. The System should be compliant with the latest IT Act and Security Guidelines issued by Government Agencies. The outcome of this task must include, but not limited to, the following information on: a. Approach to establishing and maintaining security responsibility and accountability b. Granting or restricting access to all the application and data, auditing security events, auditing security configurations and changes, generating security reports, and monitoring the application for vulnerabilities and intrusions. c. Managing user creation, assignment of new User ID (User Identification)/password/personal identification numbers (PINs), role assignments, and activity monitoring. d. Compliance, including the approach to maintaining compliance with law, standards, best practices and LIC's enterprise security requirements. 17.1 Compliance with LIC | Please see the relevant suggestions in Clause 8.25 of the RFP. | No change in RFP terms |

requirements / Regulatory Compliance

The Successful bidder will ensure that its Personnel comply with:

a. All relevant security and other requirements specified in LIC 's Information Security Policy, if the same has been made aware by LIC;

b. Any other security related incidents /procedures or requirements notified, in writing, by LIC to the Successful bidder. The Successful bidder must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice.

c. Any regulatory guidelines about IT security issued by the Regulator.

17.2 Security clearance

LIC may, from time to time, notify the Successful bidder of the level of security or access clearance applicable to the Successful bidder's Personnel, and the date

			from which, or the period during which, that clearance will be effective and the Successful bidder must comply with and ensure its Personnel act in accordance with that notice.		

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18. Termination | 18.1 Right to terminate
If Successful bidder fails to comply with the Scope of Work and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate the Contract immediately by giving the Bidder written notice of 15 days.

18.2 Termination and reduction for convenience
a. LIC may, at any time, by a prior written notice of one week, terminate the contractor and / or reduce the scope of the Services.
b. On receipt of a notice of termination or reduction the Successful bidder must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect LIC Material and Contract Material; and continue work on any part of the Services not affected by the notice.
c. If the contract is terminated, LIC is liable only for payments in respect of services rendered before the effective date of termination.
d. If the scope of the Services is reduced, LIC's liability to pay the | Bidder standard position in respect to termination is: Either party may terminate this Agreement: a) without cause on at least one month's notice to the other after expiration or termination of its obligations under this Agreement; or b) immediately for cause if the other is in material breach of this Agreement, provided the one who is not complying is given notice and reasonable time to comply. Failure to pay is a material breach. Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to successors and assignees.

Bidder should have a right to terminate the Agreement in case LIC does not make payments as per the payment terms.

Further, Please see the relevant suggestions in Clause 8.29 of the RFP. | No change in RFP terms |

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Service Charges or to provide LIC Material abates in accordance with the reduction in the Services.
e. LIC is not liable to pay compensation under clause ('C') supra, if the amount, in addition to any amounts paid or due, or becoming due, to the Successful bidder under the contract, exceeds the total Service Charges payable under the Contract. The Successful bidder is not entitled to compensation for loss of prospective profits.
f. The deliverables that are complete and ready for delivery within 7 days after the Successful bidder 's receipt of notice of termination shall be accepted by LIC as per the Contract. For the remaining systems, LIC may choose to have any portion completed and delivered at the Contract terms and prices, and /or to cancel the remainder and pay to the Successful bidder an agreed amount for partially completed systems and for materials and parts previously procured by the Bidder.

18.3 Termination by LIC for default
a. Notwithstanding what has been

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stated in clause 18 of this Agreement, LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful bidder, terminate the Contract in whole or part if the Successful bidder fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Successful bidder fails to perform any other obligation(s) under the Contract.

b. In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered, and the Successful bidder shall be liable to LIC for any excess costs for such similar systems or Services. However, the Successful bidder shall continue the performance of the Contract to the extent not terminated.

18.4 Termination for Insolvency
a. LIC may at any time terminate the Contract by giving written notice to the Successful bidder, if the Successful bidder becomes

		bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to LIC. b. In case of termination under this clause, LIC is liable to pay for all the services performed by the Successful bidder till the effective date of termination.		

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18. Termination | 18.8 Termination does not affect accrued rights
a. Termination of the contract does not affect any accrued rights or remedies of a party.
b. Consequences of Termination of the Successful bidder:
c. In the event of termination of the Successful bidder (Bidder) due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP, end of project life or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach.
d. Nothing herein shall restrict the right of LIC to invoke the Performance Company 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.
e. The termination hereof shall not affect any accrued right or | Bidder standard position in respect to termination is: Either party may terminate this Agreement: a) without cause on at least one month's notice to the other after expiration or termination of its obligations under this Agreement; or b) immediately for cause if the other is in material breach of this Agreement, provided the one who is not complying is given notice and reasonable time to comply. Failure to pay is a material breach. Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to successors and assignees.

Further, Please see the relevant suggestions in Clause 8.29 of the RFP. | No change in RFP terms |

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			liability of either Party nor affect the operation of the provisions of the RFP that are expressly or by implication intended to come into or continue in force on or after such termination.	

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204	261	10.23 Annexure W: Service Level Agreement 18. Termination 18.9 Knowledge Transfer	a. Subject to any qualification or provision to the contrary in the Scope of Work, the Bidder must provide the following assistance to LIC on termination or expiration of the contract: b. Transferring or providing access to LIC to all information stored by whatever means held by the Successful bidder or under the control of the Successful bidder in connection with the contract; and c. Making Specified Personnel and Bidder Personnel available for discussions with LIC as may be required. The time, length and subject of these discussions will be at the sole discretion of LIC, provided that any matter discussed is not considered to reveal any Commercial-in-Confidence' information of the Successful bidder. d. The Parties agree that duration of Knowledge transfer shall in no event exceed for more than 90 days.	Bidder agrees to provide assistance to LIC on mutually agreed terms. Bidder requests the following amendment to C: c. Making Specified Personnel and Bidder Personnel available for discussions with LIC as may be required. The time, length and subject of these discussions **will be mutually agreed between the Parties** ~~at the sole discretion of LIC~~, provided that any matter discussed is not considered to reveal any Commercial-in- Confidence' information of the Successful bidder.	No change in RFP terms

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19. Dispute Redressal Mechanism & Governing Law | a. This Agreement shall be governed by, and be construed in accordance with the laws of Republic of India. All disputes or differences whatsoever arising between the Parties out of or in connection with the Agreement in discharge of any obligation arising out of this Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of the contract, abandonment or breach of the contract), shall be settled amicably. If however, the Parties are not able to solve them amicably within 30 (thirty) days after dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the nature of dispute, the same shall be referred to and be subject to arbitration in the manner hereinafter appearing.
b. If the Parties are not able to solve them amicably within 30 (thirty) days after the dispute occurs as evidenced through the first written communication from any party notifying the other regarding the disputes, either Party shall give written notice to | No comments |

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other Party clearly setting out therein, specific dispute(s) and/or All questions, disputes or differences arising under and out of, or in connection with the Contract, shall be referred to a panel of three arbitrators: one arbitrator to be nominated by LIC and the other to be nominated by the Bidder. The arbitrators appointed by LIC and the Bidder shall appoint the third arbitrator who shall act as the presiding arbitrator and the award made in pursuance thereof shall be binding on the Parties.

c. The Arbitration and Conciliation Act 1996 shall apply to the arbitration proceedings.

d. The seat of arbitration proceedings shall be Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be in English.

e. This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Mumbai only.

		f. In case of any change in Applicable Laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed. g. The Consultant shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by LIC or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. h. Any fees payment/ reimbursements payable to the Arbitrator shall be shared equally by both the parties. i. The Successful Bidder hereby also agrees that Arbitration under this Clause shall be a condition precedent to any right of action in Law Courts under the Contract. j. No interest will accrue on any amount during the arbitration proceedings. k. Any legal dispute will come under the sole jurisdiction of	

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			Mumbai High Court Only. I. Any information or documents disclosed by a party under this clause must be kept confidential and may only be used to attempt to resolve the dispute.		

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206	263	10.23 Annexure W: Service Level Agreement 20. Powers to Vary or Omit Work	20. Powers To Vary Or Omit Work The Successful Bidder represents and acknowledges to LIC that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, involved in the performance of the provisions of this RFP. The Successful Bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Successful Bidder at no additional cost to the LIC.	Bidder requests that changes take place by a mutually agreed change control mechanism. Bidder requests the following amendments: 20. Powers To Vary Or Omit Work The Successful Bidder represents and acknowledges to LIC that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, involved in the performance of the provisions of this RFP. The Successful Bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. ~~If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Successful Bidder at no additional cost to the LIC.~~ The Successful Bidder also acknowledges	No change in RFP terms

			The Successful Bidder also acknowledges that the LIC relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Successful Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the LIC expects the bidder to fulfil all the terms and conditions of this RFP. 20.1 Variations proposed by LIC LIC reserves the right to initiate any change in the scope of contract. Any change in the general scope will be informed to the Successful Bidder in writing. If LIC wants to vary the Services: a. LIC will request the Successful Bidder in writing setting out the proposed variations; b. Addition to Scope :In such a case, the additional effort estimated by the Successful Bidder and its impact would be discussed and finalized in discussions with the Successful Bidder. The basis of this would be the effort estimates quoted by the bidder. c. Within 15days after receiving LIC's request or within another period mutually agreed, the	that the LIC relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Successful Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the LIC expects the bidder to fulfil all the terms and conditions of this RFP. 20.1 Variations proposed by LIC LIC reserves the right to initiate any change in the scope of contract. Any change in the general scope will be informed to the Successful Bidder in writing. If LIC wants to vary the Services: a. LIC will request the Successful Bidder in writing setting out the proposed variations; b. Addition to Scope :In such a case, the additional effort estimated by the Successful Bidder and its impact would be discussed and finalized in discussions with the Successful Bidder. The basis of this would be the effort estimates quoted by the bidder. c. Within 15days after receiving LIC's request or within another period mutually agreed, the Successful Bidder must respond in writing to LIC specifying what impact those variations will have on: i. the Scope; the Services or Deliverables, including any particular Deliverable; ii. the Successful Bidder's ability to perform its obligations under current Contract (including its ability to meet Milestones) and with respect to the change of scope proposed;	

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Successful Bidder must respond in writing to LIC specifying what impact those variations will have on:
i. the Scope; the Services or Deliverables, including any particular Deliverable;
ii. the Successful Bidder's ability to perform its obligations under current Contract (including its ability to meet Milestones) and with respect to the change of scope proposed;

d. Within 15 days after receiving the Successful Bidder's response, or within another period mutually agreed, LIC will give the Successful Bidder a written notice accepting or rejecting the response.

20.2 Effective date of variation

Any variation in the Services will takes 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.

20.3 Change Order

If any such change causes an

d. Within 15 days after receiving the Successful Bidder's response, or within another period mutually agreed, LIC will give the Successful Bidder a written notice accepting or rejecting the response.

20.2 Effective date of variation

Any variation in the Services will takes 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.

20.3 Change Order

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

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		increase or decrease in the scope of, or the time required for, the Successful Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the scope or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Successful Bidder for adjustment under this clause will be asserted within fifteen (15) days from the date of the Successful Bidder's receipt of LIC's change order. It should be understood that payment under this clause will be made only if Change orders are exercised, approved and delivered. 20.4 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 annexures and the pre-bid queries; b. Any changes in the deliverables post approval by LIC. c. Any additional software	20.4 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 annexures and the pre-bid queries; b. Any changes in the deliverables post approval by LIC. c. Any additional software components that is additional to the approved quantity. In such a case, the additional cost/effort estimated by the Successful Bidder and its impact would be discussed and finalized in discussions with the Successful Bidder. The basis of this would be the effort estimates quoted by the Successful Bidder or the unit price available to the respective component. 20.5 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 Successful Bidder. Any changes in law, taxes and policies shall be governed through the provision of clause 3.	

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components that is additional to the approved quantity.

In such a case, the additional cost/effort estimated by the Successful Bidder and its impact would be discussed and finalized in discussions with the Successful Bidder. The basis of this would be the effort estimates quoted by the Successful Bidder or the unit price available to the respective component.

20.5 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 Successful Bidder.

Any changes in law, taxes and policies shall be governed through the provision of clause 3.

207	265	10.23 Annexure W: Service Level Agreement 22. Limitation of Liability	22.1 The maximum aggregate liability of Successful Bidder, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.	Bidder requests that liability be capped. Bidder requests the following amendments: 22.1 ~~The maximum aggregate liability of Successful Bidder, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.~~ **Bidder's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by LIC up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the product or service that is the subject of the claim, regardless of the basis of the claim. This limit applies collectively to Bidder, its subsidiaries, contractors, and suppliers**	No change in RFP terms
208	265	10.23 Annexure W: Service Level Agreement 22. Limitation of Liability	22.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.		No comments

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22. Limitation of Liability | 22.3 The limitations set forth in Clause 22.1 shall not apply with respect to:
a. claims that are the subject of indemnification pursuant to clause 6 (infringement of third-party Intellectual Property Right).
b. damage(s) occasioned by the Gross Negligence or Wilful Misconduct of Successful Bidder.
c. damage(s) occasioned by Successful Bidder for breach of Confidentiality Obligations.
d. Regulatory or statutory fines imposed by a government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to LIC, provided such guidelines were brought to the notice of Successful Bidder. | Please see the relevant suggestions in Clause 8.20 of the RFP. | No change in RFP terms |

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23. Force Majeure | 8.27.1 Occurrence of unforeseen event

LIC or the Bidder is excused from performing its obligations under the Contract to the extent it is prevented by circumstances beyond its reasonable control (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Bidder only), including but not limited to acts of God, natural disasters, acts of war, riots and strikes outside that party's organisation.

8.27.2 Notice of unforeseen event

When the circumstances described in the contract arise or are reasonably perceived by the affected party as an imminent possibility, the affected party will give notice of those circumstances to the other party as soon as possible but within 7 days, identifying the effect they will have on its performance. An Affected Party will make all reasonable efforts to minimize the effects of such circumstances on the performance of the contract. | Please see the relevant suggestions in Clause 8.27 of the RFP. | No change in RFP terms |

		8.27.3 Termination If non-performance or diminished performance by the Affected Party due to the circumstances under the contract continues for a period of more than 30 consecutive days, the other party may terminate the Contract immediately by giving the Affected Party written notice. 8.27.4 Consequences of termination If the Contract is terminated: a. Each party will bear its own costs and neither party will incur further liability to the other. b. Where the Bidder is the Affected Party, it will be entitled to payment for Services Accepted or work performed prior to the date of intervention of the circumstances described in the contract.		

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25. General Terms & Conditions | 25.4 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other Party, or aid any third person to do so, without the specific written consent of the other Party. However, nothing in this clause shall affect LIC's regular recruitments as per its recruitment policy and not targeted to the employees of Successful Bidder. | Bidder requests that right to recruit per recruitment policies and not be affected by this clause be mutual.

25.4 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither Party shall (either directly or indirectly through a third party) ~~employ,~~ solicit to employ, cause to be solicited for the purpose of employment ~~or offer employment to~~ any employee(s) of the other Party, or aid any third person to do so, **which have directly received or provided the services under this Agreement,** without the specific written consent of the other Party. However, nothing in this clause shall affect LIC's regular recruitments as per its recruitment policy and not targeted to the employees of Successful Bidder. | No change in RFP terms |

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26. Compliance with Applicable Laws | 26.1 The Successful Bidder agrees and declares that it shall be the sole responsibility of to comply with the provisions of all the Applicable Laws, concerning or in relation to rendering of Services by Successful Bidder as envisaged under this Agreement.
26.2 The Successful Bidder shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the Applicable Laws throughout the currency of this Agreement, required for performing the Services under this Agreement.
26.3 The Successful Bidder shall be solely liable & responsible for compliance of applicable labour laws in respect of its employee, agents, representatives and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and LIC shall have no liability in these regards.
26.4 The Successful Bidder shall cooperate fully with any legitimately provided/constituted body under the Applicable Laws | Bidder agrees to comply with laws that are applicable to it in its role as an information technology services provider.

Further, bidder requests following addition:

Each party is responsible for complying with: i) laws and regulations applicable to its business and Content; and ii) import, export and economic sanction laws and regulations, including defense trade control regime of any jurisdiction, including the International Traffic in Arms Regulations and those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users. | No change in RFP terms |

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			conducting inquiry into processing and execution of this Agreement/any other matter related with discharge of contractual obligations by the Successful Bidder. 26.5 The Successful Bidder confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all corporate or other necessary approvals have been obtained for entering into this Agreement with LIC. Further, the persons executing this Agreement on behalf of Successful Bidder have full authority and power to execute this Agreement and bind the Successful Bidder.		

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| 213 | 280 | 10.28 Annexure AB: Non-Disclosure and Confidentiality Agreement

1 Definitions and Interpretation | **"Confidential Information"** means any information, disclosed for the Purpose by the Disclosing Party to the Receiving Party in writing (including by email, fax and other forms of electronic transmission) or orally, which:
(a) is not generally known to the public;
(b) either derives economic value, actual or potential, from not being generally known or has a character such that the Disclosing Party and/or any third party from whom the Disclosing Party has received the Confidential Information has a legitimate interest in maintaining its secrecy;
(c) relates to the Disclosing Party's business (and/or to those of its suppliers and clients, and/or any third party from whom the Disclosing Party has received the Confidential Information) and includes, but is not limited to: equipment; software; designs; technology; technical documentation; product or service specifications; marketing or business plans and strategy; pricing information; financial information; information relating to existing, previous, and potential | Many of the communications listed as confidential are vague, broad, and intangible. The Bidder does not believe that the insertion thereof holds any prejudice to LIC, but affords both parties protection by knowing what steps must be taken to treat information as confidential. Essentially, all information can still be treated as confidential provided that it is explicitly identified as such to be afforded protection. Any obligation of confidentiality only comes into existence upon conclusion of this Agreement. It is too onerous to expect the Biider to keep information confidential before the acceptance of the terms of this Agreement and before any such obligation exists.

The Bidder reuqests the following amendments: -

"Confidential Information" means ~~any~~ information **marked with a restrictive legend or identified as confidential infromation at the time of disclosure and is disclosed after the exection of this agreement and is** disclosed for the Purpose by the Disclosing Party to the Receiving Party in writing (including by email, fax and other forms of electronic transmission) or orally **where it has been identified as confidential and subseqently reduced to written summary within 30 days**, which: | No change in RFP terms |

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| | | | suppliers, customers, and contracts; inventions; trade secrets; trademarks; intellectual property; applications; methodologies; insurance practices, plans, and strategies, and other know-how which is identified as confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, as confidential to the Disclosing Party. Confidential Information includes original information supplied by the Disclosing Party, as well as all paper and electronic copies; (d) includes the existence and terms of this Agreement; and | (a) is not generally known to the public; (b) either derives economic value, actual or potential, from not being generally known or has a character such that the Disclosing Party and/or any third party from whom the Disclosing Party has received the Confidential Information has a legitimate interest in maintaining its secrecy; (c) relates to the Disclosing Party's business (and/or to those of its suppliers and clients, and/or any third party from whom the Disclosing Party has received the Confidential Information) and includes, ~~but is not limited to~~: equipment; software; designs; technology; technical documentation; product or service specifications; ~~marketing or business plans and strategy~~; pricing information; financial information; information relating to existing, previous, and potential suppliers, customers, and contracts; ~~inventions; trade secrets; trademarks; intellectual property; applications; methodologies; insurance practices, plans, and strategies, and other know-how~~ which is identified as confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, as confidential to the Disclosing Party. Confidential Information includes original information supplied by the Disclosing Party, as well as all paper and electronic copies; (d) includes the existence and terms of this | |

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				Agreement; and	

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| 214 | 280 | 10.28 Annexure AB: Non-Disclosure and Confidentiality Agreement

1 Definitions and Interpretation | (e) Confidential Information excludes information which:
(i) is publicly available at the time of its disclosure under this Agreement;
(ii) becomes publicly available (other than as a result of disclosure by the Receiving Party contrary to the terms of this Agreement);
(iii) was lawfully in the possession of the Receiving Party free of any restriction as to its use or disclosure prior to it being disclosed under this Agreement; or
(iv) is or has been developed independently by the Receiving Party and without use of the Confidential Information disclosed under this Agreement. | The Bidder requests the following amendments: -

(e) Confidential Information excludes information which:
(i) is publicly available at the time of its disclosure under this Agreement;
(ii) becomes publicly available (other than as a result of disclosure by the Receiving Party contrary to the terms of this Agreement);
(iii) was lawfully in the possession of the Receiving Party free of any restriction as to its use or disclosure prior to it being disclosed under this Agreement; or
(iv) is or has been developed independently by the Receiving Party and without use of the Confidential Information disclosed under this Agreement; **or**
(v) information obtained from a source other than the Disclosing Party without the obligation of confidentiality; or
(vi) information disclosed by the Disclosing Party to another without the obligation of confidentiality. | No change in RFP terms |

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				The Bidder requests the following amendments: -	
215	281	10.28 Annexure AB: Non-Disclosure and Confidentiality Agreement 1 Definitions and Interpretation	"Authorized Partners/Persons" shall mean concerning each Party, the members, directors, officers, employees, agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) and controlling persons of such Party.	"Authorized Partners/Persons" shall mean concerning ~~each Party, the members, directors, officers,~~ employees, **and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; or subcontractors,** ~~or agents or~~ **financial and legal** advisors, **and then only to those who have a need to know.** ~~(including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) and controlling persons of such Party.~~	No change in RFP terms
216	281	10.28 Annexure AB: Non-Disclosure and Confidentiality Agreement 2 Term	This Agreement and the obligations contained in this Agreement shall remain effective for a period of-eight (8) years beginning on the Effective Date, unless terminated earlier by either party providing fifteen days prior written notice of such termination to the other party.	The Bidder requests the following amendments: - This Agreement and the obligations contained in this Agreement shall remain effective for a period of ~~eight (8)~~ five (5) years. ~~beginning on the Effective Date, unless terminated earlier by~~ Either party may terminate the Agreement providing ~~fifteen~~ thirty days prior written notice of such termination to the other party.	No change in RFP terms

217	282	10.28 Annexure AB: Non-Disclosure and Confidentiality Agreement 3 Confidentiality Obligations	(e) disclose it only to such of its' or its Affiliates' directors, employees, agents, subcontractors or professional advisors ("Representatives") who need to know the Confidential Information for the Purpose and who have been advised of the obligations of confidentiality and are obligated to keep the Confidential Information confidential;	The Bidder requests the following amendments: - disclose it only to such of its' or its Affiliates' ~~directors,~~ employees,and employees of any legal entity that it controls, controls it, or with which it is under common control ~~agents,~~ subcontractors or ~~professional~~ legal and financial advisors ("Representatives") who need to know the Confidential Information for the Purpose and who have been advised of the obligations of confidentiality and are obligated to keep the Confidential Information confidential;	No change in RFP terms
218	282	10.28 Annexure AB: Non-Disclosure and Confidentiality Agreement 3 Confidentiality Obligations	(h) Notify the other Party immediately, if it becomes aware that any Confidential Information has been disclosed to or is in the possession of any person who is not an Authorized Person.	The Bidder requests the following amendments: - (h) **promprtly** Notify the other Party ~~immediately~~, if it becomes aware that any Confidential Information has been disclosed to or is in the possession of any person who is not an Authorized Person.	No change in RFP terms

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3 Confidentiality Obligations | (j) Hold the Disclosing Party harmless and indemnified from any direct liability, direct damage, direct loss, reasonable cost or expense (including any reasonable attorney's fees) incurred or suffered by the Disclosing Party on account of the proven breach of any provision of this Agreement by the Receiving Party; provided, however, that the total liability of the Receiving Party shall under no circumstances exceed the fees received by the Receiving Party in connection with the Purpose, except in the event of wilful misconduct or gross negligence by the Receiving Party. | Bidder requests that the clause be removed because the Bidder does not agree to indemnity in a stand alone NDAs. Indemnification for misappropriation of CI is provided in definitive agreements, such as the head terms, which is subject to a liability cap. | No change in RFP terms |

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3 Confidentiality Obligations

3.1.3 | All Confidential Information shall be deemed to be (and all copies thereof or of any part or parts thereof shall become upon the creation thereof) and shall remain the property of the Disclosing Party. | The Bidder requests the following amendments: -

All Confidential Information shall be deemed to be (and all copies thereof or of any part or parts thereof shall become upon the creation thereof) and shall remain the property of the Disclosing Party. The Receiving Party of Confidential **Information will not acquire any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Disclosing Party. Confidential Information is disclosed without warranties of any kind and is on an "as-is" basis.** | No change in RFP terms |

| 221 | 283 | 10.28 Annexure AB: Non-Disclosure and Confidentiality Agreement

3 Confidentiality Obligations

3.2 | Upon expiry or termination of this Agreement, if the Disclosing Party so requests in writing, the Recipient shall, in 7 (seven) days, return to the Disclosing Party or use its reasonable efforts to the extent technically achievable and permissible by law, to destroy all the Confidential Information, and copies thereof, received by the Receiving Party or any of its Representatives. Notwithstanding the foregoing, the Receiving Party may retain copies of the Confidential Information (a) for its internal record retention purposes and consistent with its record retention policy, to meet the requirements of its professional indemnity insurance arrangements and any applicable legal, regulatory or internal compliance obligations, and (b) where that information has been automatically saved electronically under any back-up system or which constitutes temporary files, metadata or other electronic files generally considered not to be retrievable without applying specialised techniques, in each case provided that such copies shall continue to be held in | The Bidder requests the following amendments: -

Upon expiry or termination of this Agreement, if the Disclosing Party so requests in writing, the Recipient shall, within **a reasonable time frame** ~~in 7 (seven) days, promptly~~ return ~~and~~ **to the extent that is feasible and subject to any other licenses**, return to the Disclosing Party or use its reasonable efforts to the extent technically achievable and permissible by law, to destroy all the Confidential Information, and copies thereof, received by the Receiving Party or any of its Representatives. Notwithstanding the foregoing, the Receiving Party may retain copies of the Confidential Information (a) for its internal record retention purposes and consistent with its record retention policy, to meet the requirements of its professional indemnity insurance arrangements and any applicable legal, regulatory or internal compliance obligations, and (b) where that information has been automatically saved electronically under any back-up system or which constitutes temporary files, metadata or other electronic files generally considered not to be retrievable without applying specialised techniques, in each case provided that such copies shall continue to be held in accordance with the provisions of this Agreement. | No change in RFP terms |

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			accordance with the provisions of this Agreement.		

222	283	10.28 Annexure AB: Non-Disclosure and Confidentiality Agreement 3 Confidentiality Obligations 3.5		The Bidder requests a new clause be inserted into the Agreement. The Bidder requests the following amendments: - **This Agreement does not require either party to disclose or to receive Information, perform any work, or enter into any license, business engagement or other agreement. Neither this Agreement nor any disclosure of Information under it creates any joint or fiduciary relationship.**	No change in RFP terms

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| 223 | 283 | 10.28 Annexure AB: Non-Disclosure and Confidentiality Agreement

4 Compelled Disclosure

4.2 | If the Receiving Party is required to disclose Confidential Information as part of a Compelled Disclosure, the Receiving Party will give prior written notice of such requirement to the Disclosing Party to the extent such notice is not prohibited by law. Reasonable efforts will be made to provide this notice to allow the Disclosing Party (at Receiving Party's sole cost and expense) to seek an appropriate confidentiality agreement, protective order, or modification of any such disclosure, and the Receiving Party will reasonably cooperate in such efforts. | The Bidder requests the following amendments: -

If the Receiving Party is required to disclose Confidential Information as part of a Compelled Disclosure, the Receiving Party will give prior written notice of such requirement to the Disclosing Party to the extent such notice is not prohibited by law. Reasonable efforts will be made to provide this notice to allow the Disclosing Party (at Receiving Party's sole cost and expense) to seek an appropriate ~~confidentiality agreement~~, protective order~~, or modification of any such disclosure~~, and the Receiving Party will reasonably cooperate in such efforts. | No change in RFP terms |

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| 224 | 284 | 10.28 Annexure AB: Non-Disclosure and Confidentiality Agreement

5 Data Protection | 5 DATA PROTECTION

5.1 In the event any Confidential Information contains personal data (including special categories of data) each party acknowledges, confirms and represents for its own part that it shall (a) process the personal data solely for the Purpose and in accordance with the Applicable - Laws and this Agreement, (b) where applicable, provide necessary notices and obtain relevant permissions, (c) have a lawful basis to process personal data for the Purpose and (d) implement appropriate technical and organisational security measures in relation to processing the personal data, which shall ensure a level of security appropriate to the risk.

5.2 Each party will on request provide reasonable assistance necessary to enable the other party to comply with -the Applicable Law(s) in relation to the personal data in particular with respect to responding to requests by data subjects and/or data protection | Bidder seeks the deletion of the clause as Data Protection provisions are to be included in the head terms. | No change in RFP terms |

authorities, and personal data breaches.

5.3 Each party acknowledges and agrees that due to the global nature of services provided by <Company Name>, Confidential Information provided by the –LIC may be transmitted, used, stored and/or otherwise processed outside the country where the -LIC submits that information. <Company Name> shall be responsible to LIC for maintaining the confidentiality of LIC's information and shall also follow all the Applicable Laws of India in this matter.

5.4 The Disclosing Party acknowledges and confirms that (a) all instructions given by the Disclosing Party to the Receiving Party in respect of personal data shall be in accordance with - the Applicable Law(s); and (b) all personal data collected or sourced by it or on its behalf for processing in connection with the Purpose and/or for the performance of this Agreement or which is otherwise provided or

			made available to the Receiving Party, has been collected or otherwise obtained in compliance with the Applicable Law(s).		

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225	285	10.28 Annexure AB: Non-Disclosure and Confidentiality Agreement 6 General 6.2	Neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consent.	The Bidder requests the following amendments: - Neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consen**t except as part of the divestiture of a business line where the acquirer agrees to be bound by the terms of this Agreement. Any attempt to do so is void**.	No change in RFP terms
226	287	10.28 Annexure AB: Non-Disclosure and Confidentiality Agreement 6 General 6.7	The parties acknowledge that the unauthorised use or disclosure of the Confidential Information could cause irreparable harm to the Disclosing Party. Without prejudice to any other rights or remedies which the Disclosing Party may have, the Receiving Party acknowledges and agrees that damages may not be an adequate remedy for any breach by the Receiving Party of the provisions of this Agreement and the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any imminently likely or actual breach of the provisions of this Agreement by the Receiving Party.	The Bidder requests the following amendments: - The parties acknowledge that the unauthorised use or disclosure of the Confidential Information could cause irreparable harm to the Disclosing Party. Without prejudice to any other rights or remedies which the Disclosing Party may have, the Receiving Party acknowledges and agrees that damages may not be an adequate remedy for any breach by the Receiving Party of the provisions of this Agreement and the Disclosing Party shall be entitled to seek **injunctive** ~~the remedies of injunction, specific performance and other equitable~~ relief **as its sole remedy** for any ~~imminently likely or~~ actual breach of the provisions of this Agreement by the Receiving Party.	No change in RFP terms

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6 General

6.9 | Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996. The arbitration tribunal shall be composed of a sole arbitrator, and the Parties shall appoint such arbitrator with mutual consent. If the Parties fail to appoint the Arbitrator by mutual consent within 30 (thirty) days from the date of notice of arbitration, then, the Parties shall appoint 1 (one) arbitrator each and both these appointed arbitrators shall mutually appoint the third arbitrator who shall be the presiding arbitrator. The place of arbitration shall be Courts in Mumbai, India and the arbitration proceedings shall take place in the English language. | | No comments |

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6 General

6.15 | | The Bidder requests that a new clause be inserted. The Bidder is a US headquarter entity and accordingly all subsidiaries are required to comply with US import/export laws and sanctions.

The Bidder requests the following amendments: -

Each party will comply with all applicable export and import laws and associated embargo and economic sanction regulations, including those of the United States. | No change in RFP terms |

229	140	PART 8: TERMS AND CONDITIONS 8.17 Payment Terms and Conditions 8.17.2 Invoicing and Billing Frequency	8.17.2 Invoicing and Billing Frequency Invoicing is to be done on completion of each phase and sign-off given by LIC (As mentioned in the payment terms of this RFP). The other terms and conditions are as mentioned below: a. No advance payment or interest will be made by LIC. c. LIC reserves the right to temporarily withhold payments and impose penalty, if it is not satisfied with progress made during that period or if there is a delay in activity timelines. d. LIC shall make payments in Indian Rupee (INR) on receipt of invoices, after deduction of penalties (if any) and applicable taxes at source from the agreed price to the selected Bidder. e. The payment will be released by the Personnel department, Central Office. Payment related objections, if raised after 3 months from the date of release of payment, will not be entertained. Such objection must be raised in writing.	The Bidder seeks to clarify that payment terms are to be mutually agreed to by the parties taking into account the nature of the services. For c - there are other sufficient contractual remedies in instances of delay or unsatisfactory progress and withholding of payment should not be permitted. For d and h - The Bidder incurs substantial monthly operating costs in providing the services and therefore penalties should be charged to the Bidder but not deducted from any amounts owing to the Bidder. Bidder requests the following amendments: 8.17.2 Invoicing and Billing Frequency Invoicing is to be done on completion of each phase and sign-off given by LIC **which cannot be unreasonably withheld,** (As mentioned in the payment terms of this RFP). The other terms and conditions are as mentioned below: a. No advance payment or interest will be made by LIC **unless otherwise agreed in the relevant statement of work**. c. LIC reserves the right to temporarily withhold payments and impose penalty, if it is not satisfied with progress made during	No change in RFP terms

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g. LIC will not consider any other payment terms even if it is mentioned in the bidder's proposal. h. The Amount against Penalties, if any, will be recoverable from the Payment OR from any other payment due to the Bidder OR from performance Company Guarantee.	~~that period or if there is a delay in activity timelines.~~ d. LIC shall make payments in Indian Rupee (INR) on receipt of invoices, after deduction of ~~penalties (if any) and~~ applicable taxes at source from the agreed price to the selected Bidder. e. The payment will be released by the Personnel department, Central Office. ~~Payment related objections, if raised after 3 months from the date of release of payment, will not be entertained. Such objection must be raised in writing.~~ ~~g. LIC will not consider any other payment terms even if it is mentioned in the bidder's proposal.~~ h. The Amount against Penalties, if any, will be recoverable from the ~~Payment OR from any other payment due to the Bidder OR from~~ performance Company Guarantee.	

| 230 | 141 - 142 | PART 8: TERMS AND CONDITIONS
8.17 Payment Terms and Conditions
8.17.5 Liquidated Damages | 8.17.5 Liquidated Damages

a. The delivery of the entire system consisting of software and services will be as per the Schedule of Service Level Agreement mentioned in this RFP; failure to do so will attract penalties. If, at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the systems and/or Services, the Bidder shall promptly notify LIC in writing of the fact of the delay, it is likely duration and its cause(s).
As soon as practicable, after receipt of the Bidder's notice, LIC shall evaluate the situation and may, at its discretion, extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
b. There shall be a penalty for non-adherence to the time schedule. The total penalty will be capped at 15% of the total contract value. Once the maximum deduction is reached, | The Bidder requests the following amendments:

8.17.5 Liquidated Damages

a. The delivery of the entire system consisting of software and services will be as per the Schedule of Service Level Agreement mentioned in this RFP; failure to do so will attract penalties. If, at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the systems and/or Services, the Bidder shall promptly notify LIC in writing of the fact of the delay, it is likely duration and its cause(s). As soon as practicable, after receipt of the Bidder's notice, LIC shall evaluate the situation and may, at its discretion, extend the Bidder's time for performance, ~~with or~~ without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
b. There shall be a penalty for non-adherence to the time schedule. The total penalty will be capped at 1**0**~~5~~% of the total contract value. Once the maximum deduction is reached, LIC may consider termination of the Agreement.
c. Liquidated Damages is not applicable for reasons attributable to LIC and Force Majeure.
d. However, it is the responsibility/onus of the bidder to ~~prove~~ **reasonably** | No change in RFP terms |

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| | | | LIC may consider termination of the Agreement.
c. Liquidated Damages is not applicable for reasons attributable to LIC and Force Majeure.
d. However, it is the responsibility/onus of the bidder to prove that the delay is attributed to LIC and Force Majeure. The bidder shall submit the proof authenticated by the bidder and LIC official that the delay is attributed to LIC and Force Majeure along with the bills requesting payment. | **demonstrate** that the delay is attributed to LIC and Force Majeure. The bidder shall submit the ~~proof~~ **reasonable grounds demonstrating,** authenticated by the bidder and LIC official, that the delay is attributed to LIC and Force Majeure along with the bills requesting payment. | |

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231	142	PART 8: TERMS AND CONDITIONS 8.17 Payment Terms and Conditions 8.17.7 Due Date for Payment	8.17.7 Due Date for Payment LIC will make payment of a correctly rendered invoice on undisputed work within agreed working days after receiving the invoice.	Bidder requests that payment be within 30 days of the invoice. 8.17.7 Due Date for Payment LIC will make payment of a ~~correctly~~ rendered invoice ~~on undisputed work~~ within ~~agreed~~ **30** ~~working~~ days ~~after receiving~~ **of the date on** the invoice.	No change in RFP terms
232	125	Part 7: SLA AND PENALTIES	The maximum penalties on account of all above instances will be 15% of the total cost of the project	Bidder request during the Run phase period (steady state), the SLA/Penalties applicable shall be capped at 5% of the monthly invoice value.	No change in RFP terms
233	13	*Clause No. 1.3*	Tentative Schedule of Events (Timelines) RFP Submission End Date & Time:Monday, 31st July 2023, 3:30 PM	Bidder requests for 5 weeks extension from the date of pre-bid query responses publishing date	Kindly refer to the Corrigendum uploaded
234	34	Clause No.4.1	PART 4: TECHNICAL CRITERIA; Technical Criteria and Scoring; Solution Delivery and Support	Please confirm if LIC has an Helpdesk enabled ticketing tool or you need the OEM/Bidder to propose a NEW Helpdesk Tool?	OEM/Bidder to provide helpdesk enabled ticketing tool as part of the HRMS solution

235	41	PART 5: EXECUTIVE SUMMARY Clause No.NA	LIC has decided to replace its existing multiple legacy systems with a comprehensive,enterprise wide HRMS	-Can please share current architecture Diagram? This helps in firming solution -Is LIC planned to sunset the all Multiple Legacy HCM application and move everything to New HCM System or they plan to run both the application in parallel due to other dependencies on Current HCM system.	1) Details to be shared with successful bidder 2)Yes, all Multiple legacy HCM applications will be moved to new proposed solution
236	48	5.2 Purpose of the RFP Clause No.e	To use a Web enabled centralized solution (bilingual – English & Hindi)	The New SaaS application, which is a web-enabled centralized solution supports and currently caters to English requests, Is LIC looking for boat functionality in bilingual language.	Bilingual solution is a desired requirement
237	90	6.3.6 Third-Party Components Clause No.h	Integration with DMS System	Please share what is current DMS system? Can please elobrate what type documents are currently interfaced /Transferred from current HCM to this DMS system	Details to be shared with the successful bidder.
238	90	6.3.6 Third-Party Components Clause No.h	Integration with Enterprise Integration System (EIS)	Can please elobrate what data or files been interfaced through Enterprise Integration System (EIS)?	Details to be shared with the successful bidder.
239	90	6.3.6 Third-Party Components Clause No.h	Integration with Business Inteligence(BI)	Please share what is current BI system? Can please elobrate what type of data needs to be interfaced	Details to be shared with the successful bidder.
240	90	6.3.6 Third-Party Components Clause No.h	Integration with Data Warehouse	Is current Data warehouse is On-Prem or Cloud ? Can please how current HRMS system is connected and data is transefered?	1) On premise 2) Details to be shared with the successful bidder

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241	90	6.3.6 Third-Party Components Clause No.h	Integration with File Gateway	Can please elobrate what type files currently been transferred from /to current HRM System and to which system?	Details to be shared with the successful bidder.
242	90	6.3.6 Third-Party Components Clause No.h		Whats LICs current security setup with respect to LIC's Security Operation Center (SOC), please provide the details	Details to be shared with the successful bidder.
243	General	General	General	Do you already have an enterprise wide middleware platform? If so what platform is that? Will it continue to remain in the future state to integrate all internal and external applications or you need the OEM/Bidder to propose a NEW Middleware Tool?	1) Currently Tibco is being used as the middleware. 2) Details to be shared with the successful bidder
244	General	General	General	Can please share current technical architecture Diagram? This helps in firming solution	Details to be shared with the successful bidder.
245	91	6.3.8.1 Interface & Integration requirements Clause No.b	When developing the interfaces, the Bidder should ensure the requirements of data format, frequency of data transfer, quality checks and validations before data transfer and priorities for data transfer are identified and addressed	Can please provide details like current technology used, mode of integration, requirements on real-time vs batch mode & frequency of integration	Details to be shared with the successful bidder.

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246	92	6.3.8.2 Migration: Clause No.c		-Bidder understands that LIC will be responsible data extraction for migration and cleansing in the requested format of New system for data migration -Bidder will walkthrough the data templates on mandatory and optional elements Please confirm?	Bidder to assume responsibility for data extraction,cleaning and migration.
247	92	6.3.8.2 Migration: Clause No.g		Bidder understands that LIC will be responsible for reconcliation with current legacy systems Please confirm?	Bidder to assume responsibility for data reconciliation
248	95	6.3.16 Scalability Requirements Clause No.b	The approximate number of users is 98000 and 52000 pensioners	Request share the Indicative break-up of users functional applications	Details to be shared with the successful bidder.
249	General	6.3.21 Training		Bidder assume understands the Training will be provide in Train-the-Trainer mode, please confirm	Refer to the RFP

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250	93 and 115	Clause 6.3.9 Hyper-Care & 6.6 Payment schedule	For each implementation phase, Hyper-Care will begin from Go-Live and will end after the completion of 3 months from the Go-Live date. And Payment terms for Implementation Cost in Phase 1 will be as per the below table:	Please help us to understand the Hyper-Care 6 months ? (as per Hyper-Care 3 Months ; and as per Milestone 6 months post Go-Live) as given in the RFP	There are two sub phases in the implementation phase . Hyper care for each sub phase with start from go live and go on for three months
251	44	Duration of data transfer is mentioned "Since Inception". <Table included>	Duration of data transfer is mentioned "Since Inception". Also, pen and paper mode is mentioned.	What is the exact date from which data needs to be brought into the new system? How many years of data do you need in the new system? Do you have any data that you wish to have in archives?	Details to be shared with the successful bidder.

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252	49	Duration of data transfer is mentioned "Since Inception". <Table included>	9.5 Discipline, 9.6 Vigilance	Will you continue with UDIT and require an integration or do you need to bring these functions to the new system?	Existing HRMS applications to be replaced by the proposed solution.
253	47	Duration of data transfer is mentioned "Since Inception". <Table included>	6.11 Management ofvarious loans andadvances toemployees	Will you continue with EFEAP and require an integration or do you need to bring these functions to the new system?	Existing HRMS applications to be replaced by the proposed solution.
254	154	Compliance, including the approach to maintaining compliance with law, standards, best practices and LIC's enterprise security requirements	Security requirement w.r.t user logins	Whats LICs current security setup with respect to user logins for existing applications. Is there any Identity Management system in place. If yes, please provide the details	2FA is currently in place (Biometric device). No Identity management system is in place

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255	154	Compliance, including the approach to maintaining compliance with law, standards, best practices and LIC's enterprise security requirements	Security requirement w.r.t user logins	Whats LICs current security setup with respect to user logins for existing applications. Is there any Identity Management system in place. If yes, please provide the details	2FA is currently in place (Biometric device). No Identity management system is in place
256	46	Logic/ Process flow Defined column	Process Flow 'YES', Module available 'No'	Foreign postings and many other similar modules have process flow defined and existing. However this process flow is not managed in either eFEAP or eDARPAN as 'Module available' column states 'No'. With 'System existence in LIC' marked as 'No', is ti right to say that within LIC these these two systems are not utilized? 'If 'Yes' then what historical data do we need to bring in?	Details to be shared with the successful bidder.
257	47	Historical data, Module available, System existence with LIC,	Module available 'No', but system existence with LIC eFEAP	Can you pls. help us understand the relation between the two? Is this being used today as a process flow within LIC for its personnels as it shows presence in eFEAP	Details to be shared with the successful bidder.

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258	51	Clause no 5.3	NA	Enhancements and customizations to be defined and baselined during the requirements gathering and understanding phase. These would form part of the baseline FRS document. Post Go Live, can we expect to sign costs associated to any and all enhancements at a per unit MD price during the AMS phase	Yes, if the enhancement was not a part of the original Functional Requirements Document by LIC , costs for the change request will be mutually agreed upon by both parties
259	48	Clause 5.2	eFEAPS and eDARPAN cater to HR reporting needs	Solution build up is for HRMS solution. Reporting pertaining to HRMS would be generated. Point refers to Data warehousing and data mining reporting as well. Is it a right assumption that all data stored within DWH and DM but specifically used only for HRMS shall be in scope for reporting needs?	Yes
260	48	Clause 5.2	To be discussed for understanding with the LIC team	Role based access. Is there an existing centralized identity and access management system in place (For ex. AD etc..) which needs integration with HRMS	No
261	54	Clause 6.1	To be discussed for understanding with the LIC team	- For integration with Foreign offices LIC employees in making modules avaialbe (PMS, LMS etc..), will there be separate work flow discussions applicable for them? n/w is out of scope from bidder standpoint. - Privacy and security aspects of storing overseas employees data is not bidder responsbility	1)Processes might vary across different regions 2)Details to be discussed with successful bidder

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262	53	Clause 6.1	To be discussed and frozen with LIC during FRS sign off phase	What is LIC expectations in terms of new requirements generated post FRS sign off ? Is it fair to say that these new requirements post FRS baseline sign off would be managed under change control process from scope, effort and cost standpoint under the AMS phase?	Minor changes after FRS sign off and before Go live may happen
263	53	Clause 6.3.1.1	Data integration and interface design documents	Pls. specify the functional details and mapping of expected data which needs integration from external hosted systems to HRMS product? Please provide as is system architecture diagram if available.	Details to be shared with the successful bidder.
264	53	Clause 6.3.1.2	Data integration and interface design documents	Pls specify if you have a middleware platform in use with HRMS. How many integrations are present as Is. Pls confirm if we can propose a new integration platform along with the HRMS solution to meet the integration needs.	Details to be shared with the successful bidder.
265	89	CLAUSE 6.3.6	Third party components	For all third party components, bidders is responsible for providing all necessary interfaces and integration flow touch poitns emnating only from HRMS systems. Any dependancy on third party interfaces would be resolved with the help of LIC designated SPOC/PM. Who is responsible to get the requirements from the third party?	Bidder to assume responsibility for the same

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266	91	Clause 6.3.8.1	Interface and integration requirements	Bidders scope of testing the interfaces revolves only around the HRMS functionalities. All other third party components would continue to own their respective testing scopes. HRMS would ensure to provide required data and touch points as needed by the thir party components	All the components/APIs/Interfaces etc that forms part of the proposed solution will have to be tested by the bidder
267	91	Clause 6.3.8.2	Migration	Data migration from existing DWH caters to multiple applications of LIC storing data in it. RFP scope specifies HRMS implementation which forms a subset of the DWH stored data. Is entire data migration including multiple applications, Bus etc in scope of the RFP work? If 'Yes', then data migration will it involve transformation and rationalization of data before migrating or is it as is trasnfer of data to the new system? -	Entire data migration including multiple applications forms part of the scope.
268	101	Clause 6.3.19	Security requriements	There is a default data encryption provided by the database. Is there a specific need to implement an additional application driven Key based data security for encryption decryption? Is this security to be applied for data in rest only?	Details to be shared with the successful bidder.
269	116	Clause 6.6	Payment terms	Sub phase 1 and sub phae 2 adds upto 14 months. Kindly re verify the implementation phase duration ?	Kindly refer to the Corrigendum uploaded

270	116	Clause 6.6	Payment terms	Is it expected to create a different Db repository catering only to data associated with HRMS systems? Request for DWH architecture layout and Db used for the purpose	Details to be shared with the successful bidder.
271	61	6.3.2.1 Organization Structure and Employee Management	Ability to manage Assets capturing the Asset type, Serial number, Model Number and Issue date.	In Oracle HCM system, we maintain personal and assignment information of employees and contractors. Does LIC expect to maintain asset information in HCM system? If so, kindly elaborate on what type of assets would be in scope.	Details to be shared with the successful bidder.
272	61	6.3.2.1 Organization Structure and Employee Management	SMS, Email, Whatsapp and other means of Notifications to Employee- After Activation in System	Does LIC have required business license for whatsapp. Does LIC has a Vendor supporting SMS gateway or do you want bidder to suggest the same?	Bidder to take care of the business licenses for whatsapp/SMS/any means of communication
273	47	Logic/ Process flow Defined column	Process Flow 'YES', Module available 'No'	Foreign postings and many other similar modules have process flow defined and existing. However this process flow is not managed in either eFEAP or eDARPAN as 'Module available' column states 'No'. With 'System existence in LIC' marked as 'No', is it correct to assume that within LIC these these two systems are not utilized? 'If 'Yes' then what historical data do we need to bring in?	Details to be shared with the successful bidder.
274	47	Historical data, Module available, System existence with LIC,	Module available 'No', but system existence with LIC eFEAP	Can you please help us understand this statement? Is this functionality used today as a process flow within LIC for its personnels as it shows presence in EFEAP. Does it need to continue in the new HRMS system?	Details to be shared with the successful bidder.

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275	53	Clause no 5.3	NA	Does this on premise clause extend to implementation phase, support phase or both?	Both implementation and support phase to be carried out on-premise of LIC
276	48	Clause 5.2 q: The solution should have all reports generation facility for MIS as wellas statutory requirements, Data Mining, Data Warehousing andreporting (statutory and other) purposes		Solution build up is for HRMS solution. Reporting pertaining to HRMS would be generated. Point refers to Data warehousing and data mining reporting as well. Is it a right assumption that all data stored within DWH and DM but specifically used only for HRMS shall be in scope for reporting needs?	Yes
277	48	Clause 5.2 n: The product should have built-in features for providing role-basedaccess to users of the LIC.	To be discussed for understanding with the LIC team	Role based access. Is there an existing centralized identity and access management system in place (For ex. Active Directory) which needs integration with HRMS	No

| 278 | 54 | Clause 6.1 m: Over and above India Operations, the bidder has to ensure that thespecified modules (Performance Management System, LearningManagement System, and any other specified to the Bidder by LIC) inthe proposed solution should be made available for LIC employees inits foreign offices as well. The remaining modules may have to beextended to these employees in the future as per business need. Listof Foreign Offices are mentioned in Annexure Y. | To be discussed for understanding with the LIC team | - For integration with Foreign offices LIC employees in making modules avaialbe (PMS, LMS etc..), will there be separate work flow discussions applicable for them? n/w is out of scope from bidder standpoint. - Privacy and security aspects of storing overseas employees data is not bidder responsbility | 1)Processes might vary across different regions 2)Details to be discussed with successful bidder |

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279	53	Clause 6.1	To be discussed and frozen with LIC during FRS sign off phase	What is LIC expectations in terms of new requirements generated post FRS sign off ? Is it fair to say that these new requirements post FRS baseline sign off would be managed under change control process from scope, effort and cost standpoint under the AMS phase?	Details to be shared with the successful bidder.
280	53	Clause 6.3.1.1	Data integration and interface design documents	Pls. specify the functional details and mapping of expected data which needs integration from external hosted systems to HRMS product? Please provide as is system architecture diagram if available.	Minor changes after FRS sign off and before Go live may happen
281	89	CLAUSE 6.3.6	Third party components	For all third party components, bidders is responsible for providing all necessary interfaces and integration flow touch poitns emnating only from HRMS systems. Any dependancy on third party interfaces would be resolved with the help of LIC designated SPOC/PM who is responsible to get the requirements from the third party	Details to be shared with the successful bidder.
282	91	Clause 6.3.8.1	Interface and integration requirements	Bidders scope of testing the interfaces revolves only around the HRMS functionalities. All other third party components would continue to own their respective testing scopes. HRMS would ensure to provide required data and touch points as needed by the thir party components	Details to be shared with the successful bidder.

283	91	Clause 6.3.8.2	Migration	Data migration from existing DWH caters to multiple applications of LIC storing data in it. RFP scope specifies HRMS implementation which forms a subset of the DWH stored data. Is entire data migration including multiple applications, Bus etc in scope of the RFP work? If 'Yes', then data migration will it involve transformation and rationalization of data before migrating or is it as is trasnfer of data to the new system? -	Bidder to assume responsibility for the same
284	101	Clause 6.3.19	Security requriements	There is a default data encryption provided by the database. Is there a specific need to implement an additional application driven Key based data security for encryption decryption? Is this security to be applied for data in rest only?	Details to be shared with the successful bidder.
285	116	Clause 6.6	Payment terms	Sub phase 1 and sub phae 2 adds upto 14 months. Implementation phase is mentioned as 15 months. Is the extra month to be used at the beginning for current state diagnosis?	Kindly refer to the Corrigendum uploaded
286	116	Clause 6.6	Payment terms	Is it expected to create a different Db repository catering only to data associated with HRMS systems? Request for DWH architecture layout and Db used for the purpose	Details to be shared with the successful bidder.
287	70	6.3.2.7.1	Increment	What is the scenario for stoppage of Increments	Details to be shared with the successful bidder.
288	70	6.3.2.7.1	Increment	Postponement of increments is in the normal cycle or offcyle process?	Details to be shared with the successful bidder.

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289	70	6.3.2.7.1	Increment	Will increment can be given at suspension? For Disciplinary actions?	Details to be shared with the successful bidder.
290	70	6.3.2.7.1	Increment	How many Increment plan are currently in process what is the cycle dates? Who is eligbile for this increment plan? Any sample incremental letter Who will be involved in incremental process? What is approval mechanism for this incremental process	Details to be shared with the successful bidder.
291	67	6.3.2.5	Employee Engagement	Thank you Cards is sent personally from the Manager or a centralized system?	Details to be shared with the successful bidder.
292	60	6.3.2.1	Organization Structure and Employee Management	what are events and subevents of employee movement? Please provide few examples.	Details to be shared with the successful bidder.
293	Leave Travel Concession Bills	Functional Requirement Document_by_LIC	Month End/Begin Activities, Year End/Begin Activities.	How would you like to manage details of Employee Accomodations? Who will key in the data? How would employees access the data?	Details to be shared with the successful bidder.
294	Leave Travel Concession Bills	Functional Requirement Document_by_LIC	Leave Travel Concession Bills	Please explain Employee, Admin experience for Staff Quarter & Guest House.	Details to be shared with the successful bidder.
295	Disciplinary and Vigilance	Functional Requirement Document_by_LIC	Help Desk	Can you please elaborte more on MIS of Property Returns process	Details to be shared with the successful bidder.

296	Absence	Functional Requirement Document_by_LIC	Allow Manager/Approver to overwrite leave application while approving	How are leaves being overriden currently, what is the requirement to override leaves.	Details to be shared with the successful bidder.
297	Absence	Functional Requirement Document_by_LIC	Ability to provide alerts on any deviation from the approved leave and escalate to HR and Reporting manager	If the leave has already been approved, what deviation are we talking about here. Please provide an example scenario.	Requirement is self explanatory
298	ORC	Functional Requirement Document_by_LIC	Candidate Activity log to capture Emails, Notes, Journey of the candidate, candidate experience, candidate history, interactions between panel on feedback	Would like to know more about the candidate acitivty log to capture emails, please let us know how it is currently handled	Details to be shared with the successful bidder.
299	ORC	Functional Requirement Document_by_LIC	Adding custom tracking tags to candidate applications	what tracking tags would be used for candidate applications and at what stage and the outcome for the business process if any, Please let us know how it is currently handled	Details to be shared with the successful bidder.
300	ORC	Functional Requirement Document_by_LIC	Ability to upload the written marks of the candidates to generate schedule of interview for qualified candidates	Would like to know more about the what written marks means. Is it something written test/online assessment for the candidate?	Details to be shared with the successful bidder.
301	LM	Functional Requirement Document_by_LIC	Track and schedule courses for both in-house and external courses	How are external courses recorded currently?	Details to be shared with the successful bidder.
302	LM	Functional Requirement Document_by_LIC	Provision to monitor retention of employees in the area trained	How is this being done currently?	Details to be shared with the successful bidder.

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303		Functional Requirement Document_by_LIC		Which is the current biometric system. What kind of integration it can support?	Details to be shared with the successful bidder.
304		Functional Requirement Document_by_LIC		Would you have physical copies of nformation to be uploaded by employee	Yes
305		Functional Requirement Document_by_LIC		Is there a requirement for inactive employees' data to be archived.	Yes
306		Functional Requirement Document_by_LIC		Which functional areas need SMS integration capability?	Details to be shared with the successful bidder.
307	41	PART 5: EXECUTIVE SUMMARY	With an intention to overcome the existing limitations posed by the HR solution, LIC has decided to replace its existing multiple legacy systems with a comprehensive, enterprise wide HRMS, which will also help LIC to automate most of its HR related processes, besides providing single source of truth.	Most COTS SaaS don't have 100% out of box functionality. Please confirm if LIC is open to considering a solution that involves multiple OEMs/ OEM approved Plug-in applications in a SaaS based / SaaS costed model to meet requirements.	Sub-contracting and Consortium is not allowed in this RFP

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308	97	6.3.14 Transaction System	Terminal devices (e.g. bio-metric device for access management) attached to the HRMS system shall experience response times (from the point at which the key is depressed to indicate the completion of a transaction until the transaction response is displayed at the terminal device) no greater than 3s (Three Seconds)	How is the Bio-Metric attendance system Integrated today? Does it provide capability for real time Integration for each access request?	Details to be shared with the successful bidder.
309	90	6.3.6 Third-Party Components Clause No.h	Integration with WhatsApp/ Any other messaging Service(optional)	-Bidder Assume that the necessary licenses for WhatsApp platform and its integration are been obtained and currently been used by LIC, Please confirm? - Can elobrate what other meassaging service/app LIC is looking for? This will help us firming the solutioning	1)Yes 2)Details to be shared with the successful bidder
310	12	Section 1.3, Tentative Schedule of Events	RFP Submission ENd Date and Time	Request for extension of submission of bid by 31 Aug 2023	Kindly refer to the Corrigendum uploaded

311	218	Technical Evaluation - Solution Capability	Proposed HRMS solution deployed at organizations with user base as under: - i. More than 50,000 (5 marks for each project) ii. 30,001 to 50,000 (3 marks for each project) iii. 10,000 to 30,000 (1 marks for each project)	Proposed HRMS solution deployed at organizations with user base as under: - i. More than 30,000 (5 marks for each project) ii. 20,001 to 30,000 (3 marks for each project) iii. 10,000 to 20,000 (1 marks for each project)	No change in RFP terms
312	27	PART 3: ELIGIBILITY CRITERIA	Certification Requirementi. Bidder must be SEI CMMI Level 3 certified	Since, this project is of very high worth and high level of maturity process are required to implement the project. Hence, request to consider bid only from CMMI Level 5 Organizations	Kindly refer to the Corrigendum uploaded
313	28	PART 3: ELIGIBILITY CRITERIA	EMD: 3,00,00,000 (Rupees Three crores Only)	Request to reduce the EMD amount to 1 Crore Only	No change in RFP terms

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| 314 | 28 | PART 3: ELIGIBILITY CRITERIA | Proposed Project manager for this Assignment must have Over 15 Years of IT experience with minimum 12 Years of any HRMS implementation experience for similar scope as in this RFP. Proposed team leader(s) for this Assignment must have Over 10 Years of IT experience with minimum 7 Years of in HRMS implementation similar scope as in this RFP | Proposed Project manager for this Assignment must have Over 15 Years of IT experience with minimum 05 Years of any HRMS implementation experience for similar scope as in this RFP. Proposed team leader(s) for this Assignment must have Over 10 Years of IT experience with minimum 5 Years of in HRMS implementation similar scope as in this RFP | No change in RFP terms |

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| 315 | 31 | PART 4: TECHNICAL CRITERIA | 1.0 Bidder's Experience Number of HRMS Implementation projects either completed / on-going by bidders team based in India for implementing Saas based HRMS on cloud platform as on bid submission date of RFP for Insurance Company/Public Sector Banks (PSBs) /Private Sector Banks/ Public Sector Enterprises (PSEs)/Listed Companies/ private sector insurance (with employee count of 3000 and above) i. Completed project – 2 marks per project ii. On-going project – 1 mark per project (Subject to maximum 5 marks) | 1.0 Bidder's Experience Number of HRMS Implementation projects either completed / on-going by bidders team based in India for implementing HRMS on cloud platform as on bid submission date of RFP for Insurance Company/Public Sector Banks (PSBs) /Private Sector Banks/ Public Sector Enterprises (PSEs)/Listed Companies/ private sector (with employee count of 3000 and above) i. Completed project – 2 marks per project ii. On-going project – 1 mark per project (Subject to maximum 5 marks) | No change in RFP terms |

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316	31	PART 4: TECHNICAL CRITERIA	1.0 Bidder's Experience Number of HRMS Implementation projects completed / on-going by bidders team based in India for implementing proposed SaaS based Human Resource Management system as on bid submission date of RFP for Insurance Company/Public Sector Banks (PSBs) /Private Sector Banks/ Public Sector Enterprises (PSEs)/Listed Companies. i. Completed project – 2 marks per project. ii. On-going project – 1 mark per project (Subject to maximum 5 marks)	1.0 Bidder's Experience Number of HRMS Implementation projects completed / on-going by bidders team based in India for implementing proposed Human Resource Management system as on bid submission date of RFP for Insurance Company/Public Sector Banks (PSBs) /Private Sector Banks/ Public Sector Enterprises (PSEs)/Listed Companies, Private Sector i. Completed project – 2 marks per project. ii. On-going project – 1 mark per project (Subject to maximum 5 marks)	No change in RFP terms
317	32	PART 4: TECHNICAL CRITERIA	HRMS implementation team on payroll of the bidder in India dedicated to implementations for Indian clients. i. 0-100 2Marks ii. 101-200 4Marks iii. 201-300 6Marks iv. 301-400 8 Marks v. Above 400 10 Marks (Subject to maximum 10 marks)	HRMS implementation team on payroll of the bidder in India dedicated to implementations for Indian clients. i. 0-50 2Marks ii. 51- 100 4Marks iii. 101-150 6Marks iv. 151-200 8 Marks v. Above 200 10 Marks (Subject to maximum 10 marks)	No change in RFP terms
318	36	PART 4: TECHNICAL CRITERIA	Live demo of Human Resource Management for Payroll & its associated modules - 10 Marks	UAT or QA demo of Human Resource Management for Payroll & its associated modules - 10 Marks	No change in RFP terms

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319	36	PART 4: TECHNICAL CRITERIA	No. of IRDAI approved insurance companies or scheduled commercial banks in India where the proposed product has been or is being implemented on SAAS on MeitY certified public cloud 3 marks per credential	No. of Insurance Company/Public Sector Banks (PSBs) /Private Sector Banks/ Public Sector Enterprises (PSEs)/Listed Companies/ private sector in India where the proposed product has been or is being implemented on MeitY certified public cloud 3 marks per credential	No change in RFP terms
320	31	PART 4: TECHNICAL CRITERIA	1.0 Bidder's Experience Undertaken HRMS implementation projects at organizations with user base as under: - i. More than 30,000 (5 marks for each project) ii. 20,001 to 30,000 (3 marks for each project) iii. 10,000 to 20,000 (2 marks for each project) (Subject to maximum 10 marks)	Request to amend as follows: Undertaken HRMS implementation projects at organizations with user base as under: - i. More than 20,000 (10 marks for each project) ii. 15,001 to 20,000 (5 marks for each project) iii. 10,000 to 15,000 (3 marks for each project) (Subject to maximum 10 marks)	No change in RFP terms
321		Bidder's Experience		Where this is mentioned as **Bidder/OEM** in Reference Details - (If Bidder is SI) what does that mean 1. Bidder or OEM (Either of them should provide reference & qualify) 2. Bidder & OEM (Both should separatly provide reference qualify for this)	If Bidder is SI ,then bidder should provide reference to qualify. If OEM is participating independently (Hence, OEM is the SI),then OEM should provide reference to qualify.
322		Bidder's Experience		Number of Employees across HRMS platform or only for which Biddere is bidding for this RFP	Employees across HRMS platforms

323		Live Demo & Case Study		Incase some functiolity don't come out of the box, howwver if product come with strom extention capabilties which gives us flexibility to develop any process in Cloud platform & can be developed in proposed HRMS product? Is it ok if we can present the platform capabilties for these process to develop or do you still want to see the prototype?	Yes
324		TIMESHEET: Admin Dashboard		Do you need Project System Module as a part of HRMS system. Currently which system is used for Project System? Are you planning to replace existing Project System with current HRMS? Or this is only for Managing Employee Timesheet? Are you expecting HRMS tro perform Business Activities related tp project system like tracking the entire Projects & integration with Finance & Material management?	Details to be shared with the successful bidder.
325		TIMESHEET: Admin Dashboard		Please explain business scenarios related to projects from LIC where Project Timesheet will be required	Details to be shared with the successful bidder.
326		SALARY and other Components		No Requirement of Integrating or generating Payroll Posting Data for Finance? Any specific reason?	Kindly refer to the Corrigendum uploaded
327		General		No Requirement of Inetgration or Generating Files with Finance Module or Generating JV Posting? Any specific reason?	Kindly refer to the Corrigendum uploaded

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| 328 | PART 3: ELIGIBILIT Y CRITERIA | 24 | The Bidder must have an average annual turnover of minimum Rs. 500 crores per annum during the last 02(two) financial year(s) i.e., FY22-23 and FY21-22. For start-ups/MSEs, the Bidder must have an average annual turnover of minimum Rs. 5 crores per annum during the last 02 (two) financial years i.e., FY22-23 and FY21-22. | As per GOI guidelines the Turnover for MSE should be exempted.

Even if LIC doesn't want to give the said exemption, we Request to reduce Turnover for MSE to INR 3 crores or INR 5 crore for 2022-23 (unaudited) with CA certificate only as earlier years we suffered due to force majure condition of COVID. | No change in RFP terms |

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| 329 | PART 3: ELIGIBILITY CRITERIA | 25 | The proposed solution deployed on MeitY approved public cloud in India should have implemented / be under implementation Human Resource Management Systems in Insurance Companies/ Scheduled Commercial Bank/ Public Sector Undertakings/ Government Undertakings/ Autonomous Bodies / Listed Public Companies in India having minimum 30,000 users and minimum 2 such clients, during the last seven years with following major features/modules, at-least 6 (six) modules | We request that the number of employees and modules in use be removed as there are enterprise organization with less number of employees and using multiple modules.

Organization like Prasar Bharati has only 23,000 employees. | No change in RFP terms |

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| 330 | PART 3: ELIGIBILITY CRITERIA | 26 | The proposed solution deployed on MeitY approved public cloud in India should have implemented / be under implementation Human Resource Management Systems in Insurance Companies/ Scheduled Commercial Bank/ Public Sector Undertakings/ Government Undertakings/ Autonomous Bodies / Listed Public Companies in India having minimum 30,000 users and minimum 2 such clients, during the last seven years with following major features/modules, at-least 6 (six) modules | WE request to remove the restriction of 30,000 employees.

We are implementing for Banks but employees are limited to 1500 to maximum 23000 for individual Banks and Govt. PSU's. | No change in RFP terms |

| 331 | 5.2 Purpose of the RFP | 49 | e. To use a Web enabled centralized solution (bilingual – English & Hindi) with security features that helps the LIC achieve the objectives of operational efficiency, streamlined process and workflow automation in respect of HR functions. | Please clarify if the entire software has to be bilingual or only some reports to be made bilingual.

Bilinguality can be as per the Official Language Act as follows:

(3)   Computers etc. would be considered bilingual only when:-

(a)   There are facilities for data entry in Hindi along with English.

(b)   Any employee can use it in either English or Hindi. For this, it is necessary to have a facility in the machine so that the employee can display either English or Hindi on the monitor at will.

(c)   The output of the system (report, letter etc.) could be produced by the person working on the machine either in Hindi or English at will. | Bilingual solution is a desired requirement |

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332	PART 3: ELIGIBILITY CRITERIA	26	Bidder should have experience in implementing the proposed Software Solution/Services with major features/modules for at least 2 clients in India.	As an OEM we bid directly and through SI partners. We request you to kindly allow experience of both Bidder and OEM to be included in the clause. Modification sought as under: Bidder / OEM should have experience in implementing the proposed Software Solution/Services with major features/ modules for at least 2 clients in India.	No change in RFP terms
333	5.2 Purpose of the RFP	49	The Bidder shall be responsible for extractions, validations and migration of entire legacy data from the existing systems to new HRMS system by the Bidder before going-live with proper validations, controls and consistency checks in coordination with respective departments.	There are two ways of migrating data: i. Entire data ii. Current data In our view entire data accumulated by LIC team should be migrated. Please confirm.	Entire data to be migrated by the successful bidder
334	PART 3: ELIGIBILITY CRITERIA	26	Bidder should have experience in implementing the proposed Software Solution/Services with major features/modules for at least 2 clients in India.	WE also request to remove the restriction of 30,000 employees. We are implementing for Banks but employees are limited to 1500 to maximum 23000 for individual Banks and Govt. PSU's.	No change in RFP terms

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335	6.3.22.5 General terms	111	b. LIC expects the test environment to be available at all times, for the purpose of testing. The Bidder is expected to procure, implement, commission and maintain the requisite test and development infrastructure including software, operating system and database for all applications including any 3rd party solutions being offered by the Bidder. LIC shall not pay any additional amounts to the Bidder for the purpose of creating the test environment	Please advise if the Test environment is desired on premise or on cloud.	Every environment is needed on cloud
336	4.1 Technical Criteria and Scoring	31	Undertaken HRMS implementation projects at organizations with user base as under: - i. More than 30,000 (5 marks for each project) ii. 20,001 to 30,000 (3 marks for each project) iii. 10,000 to 20,000 (2 marks for each project) (Subject to maximum 10 marks)	We request you to kindly reduce the number of users from 30,000 to 10000 and lowest level to 2500.	No change in RFP terms

337	PART 3: ELIGIBILITY CRITERIA	28	Certification Requirement. Bidder must be SEI CMMI Level 3 certified ii. OEM must be ISO 27001 certified.	We request you to kindly exempt MSME and Start-ups from this clause.	Kindly refer to the Corrigendum uploaded
338	4.1 Technical Criteria and Scoring	36	Proposed HRMS solution deployed at organizations with user base as under: - i. More than 50,000 (5 marks for each project) ii. 30,001 to 50,000 (3 marks for each project) iii. 10,000 to 30,000 (1 marks for each project)	We request you to kindly reduce the number of users from 30,000 to 10000 and lowest level to 2500.	No change in RFP terms
339	4.1 Technical Criteria and Scoring	37	No. of IRDAI approved insurance companies or scheduled commercial banks in India where the proposed product has been or is being implemented on SAAS on MeitY certified public cloud 3 marks per credential.	Please include Regional Rural Banks and State Coop. banks also in this list for evaluation.	No change in RFP terms

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340	6.3.1.1 Requirement Documentation	59	LIC will identify the functional heads for each process who would be responsible for the review, comments and sign-off of the FRS. The Bidder is required to update the FRS as and when any enhancements / modifications are made to the application till the duration of the Contract. The FRS will deem to be completed when signed-off by LIC.	It is requested that in the Bid we should also have Chartered Accountant firm as consortium partners who will prepare all SOP's and a separate cost item for the same.	No change in RFP terms
341	6.3.2 Design specifications	68	6.3.2.7 Payroll	One more feature which can be added in interface to Core Banking System of the bank for direct payment of salary using API's.	No change in RFP terms
342	6.6 Payment schedule	116	ii. The subscription price for solution: Quarterly basis Total user subscription cost not given at one go, as the Go-Live phase will be live after 8 months of issuance of PO. Maximum of 1000 user licenses shall be consumed during the initial 8 months implementation period On the submission of technical bid, mention the subscription cost for all the employees of the organisation	Why is there any restriction on Number of users. This License issued be for unlimited users in all environment Development, Testing and Production.	No change in RFP terms

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343	6.6 Payment schedule	116	Managed services for hosting, network, and related system/platform software (including maintenance) and other payments related to support and maintenance: Quarterly basis at the end of each quarter	We request cost of Cloud and infra be made on Monthly basis.	No change in RFP terms
344				Make in India: Please provide Preference for Make in India companies as per Order 2017 (PPPMII Order) and revision thereto It is requested that this clause be made specific for Software only and not include services.	No change in RFP terms

345	8.15.2 Rights in Bidder's Pre-existing IPR	139		In our view LIC should also have following complete and undisputable right on the source code of the application: • it can be used only to maintain the software whose payment has been paid to the vendor • it cannot be duplicated in any form or sold or copied • it cannot be transferred to any third party • the customer is free to make modifications in the source code. • it can be used only to maintain the software whose fees has been paid to the vendor • it cannot be duplicated in any form or sold or copied • it cannot be transferred to any third party • the customer is free to make any modifications in the source code. However, in no way shall any change made change the IPR on the software.	No change in RFP terms
346	5.2 Purpose of the RFP	49	cc. Conduct digitization of contents for knowledge management.	Please expand what is desired in the same. Do we have to provide the application for the same or undertake Content Digitization process also.	Please refer to the Functional Requirement Document By LIC

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347	5.3 Procurement, Implementation, Customization, Installation, Commissioning and Maintenance of Human Resource Management System	52	s. Custom Work Flow t. Policies	Please expand what do functionality is desired in the two options.	Please refer to the Functional Requirement Document By LIC
348	12	RFP Submission End Date & Time	Monday, 31st July 2023, 3:30 PM	The tender is an exhaustive and would require more time to finalize solution and other details. Extension is requested for minimum 4 weeks.	Kindly refer to the Corrigendum uploaded
349	31	TECHNICAL CRITERIA	Undertaken HRMS implementation projects at organizations with user base as under: - i. More than 30,000 (5 marks for each project) ii. 20,001 to 30,000 (3 marks for each project) iii. 10,000 to 20,000 (2 marks for each project)	LIC is a large organization. There are more than 90,000 full time employees and about 50,000 pensioners. We recommend and suggest the marking to incorporate i) More than 1 lakh employees ii) 50,000 - 1,00,000 employees iii) 30,000 - 50,000 employees Mapping of OEM experience with LIC equivalent employee strength is recommended.	No change in RFP terms

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350	35	Solution capabilities	Proposed HRMS solution deployed at organizations with user base as under: - i. More than 50,000 (5 marks for each project) ii. 30,001 to 50,000 (3 marks for each project) iii. 10,000 to 30,000 (1 marks for each project)	With the current employee count at 90000, evaluation must be done for a solution that has atlease similar employeeee count deployment. There would be pensioners and other employees, which will always keep the quantum high - mandating a solution that has an experience to cater to it. Further to this, there is an expectation to add contractual employees also. As suggested in Sl. No. 1, we suggest the evaluation criteria to incorporate higher employee strength.	No change in RFP terms
351	36	Solution Maturities	No. of IRDAI approved insurance companies or scheduled commercial banks in India where the proposed product has been or is being implemented on SAAS on MeitY certified public cloud	We request LIC to reconsider this clause. Credentials with different employee base should given different marks. As per the current scoring solution having very small user base stands at par with solution having very large employee base. LIC is looking for a solution which will be able to manage their 90,000 plus employees and pensioners. Hence request LIC to give additional marks for solutions having large employee base.	No change in RFP terms
352	132	8.5 Contract Period	The contract period will be for 8 years from the date of issue of purchase order with the selected bidder.	Technology changes rapidly in this era. Hence LIC should reconsider the contract period to a maximum of 5 years	No change in RFP terms

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353	229	Annexure T: Commercial Bid Format	As per RFP	SaaS products are never on consumption, but on subscription. Subscription allows a change in tiers or blocks, which must LIC must consider. For example, a change in 1000 or 5000 employees - a variation which can be considered across a time frame of, say a year. Frequent and unplanned reductions will not be possible, as the OEM shall deploy minimum resources to operationalize the architecture.	No change in RFP terms
354	49	5.2 Purpose of the RFP	c. Considering the enormity of the assignment and the envisaged relationship with the bidder, any service, which forms a part of the solution that is not explicitly mentioned in this RFP as excluded, would form part of this RFP, and the bidder is expected to provide the same at no additional costs to LIC.	Kindly highlight the additional services (scope) not mentioned in the RFP	Kindly refer to the Corrigendum uploaded
355	49	5.2 Purpose of the RFP	d. To introduce the best-practiced systems/processes and techniques in HR management to enhance efficiency for its employees and pensioners.	Please let us know if LIC is looking and open for Business Process Reengineering as well	No

356	49	5.2 Purpose of the RFP	e. To use a Web enabled centralized solution (bilingual – English & Hindi) with security features that helps the LIC achieve the objectives of operational efficiency, streamlined process and workflow automation in respect of HR functions.	Please explain if HINDI interface is required in all (i.e. web, mobile and voice bot). Also would you wish the voice bot to respond in Hindi when the user speaks in Hindi as input	Bilingual solution is a desired requirement
357	50	5.2 Purpose of the RFP	o. The solution should provide a facility for processing Payroll, reimbursements, etc. to all its employees (permanent and contractual)	Please help us with the Number and count of the contractual employees	Details to be shared with the successful bidder.
358	51	5.2 Purpose of the RFP	x. Development on Mobile Application should support iOS and Android platform.	Request the intent of LIC to have an app. Modern technologies ensure all the product features are offered through browsers without a limitation of installing applications - ensuring compliance of the security compliance of the organization and avoiding any breach. We hope that the mobility experience (UX) is the intent of LIC.	Standalone native mobile application is required
359	51	5.2 Purpose of the RFP	cc. Conduct digitization of contents for knowledge management.	Please explain the digitization requirement i.e. the contents to be digitized, its volume and type etc.	Details to be shared with the successful bidder.
360	98	6.3.13 Audit requirements	d. Provide automated audit tools for LIC's internal/ concurrent/ statutory / IRDAI, RBI, or any other government authorities/inspectors for auditing all the components of the solution provided.	Our understanding is that the OEM/bidder must comply to the audit requirements of LIC at regular intervals, which are called out in advance.	Yes

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361	99	6.3.14 Transaction System	b. The system must be able to process transactions during peak hours with same performance levels for 5,000 concurrent users.	Please let us know if you need any additional Load Testing services is required	Details to be shared with the successful bidder.
362	274	10.25 Annexure Y:	List of Countries – LIC Foreign Offices	Please help us with employee count in those offices	44
363	52	5.3	t. Policies	Please provide us the detailed functional requirement of the policies as mentioned here including the requirement for policy automation, modelling and deploying tool	Details to be shared with the successful bidder.
364	49	5.2 Purpose of the RFP	h. The Selected bidder should integrate the HRMS with LIC's ERP (eFEAP) to ensure all entries made in HRMS pertaining to accounting such as payroll, staff loans, repayments, prepayments, leave encashment, advance, festival advance, etc. are replicated in the ERP.	Please help us to understand the part of eFEAP to remain functional and part that needs to be replaced with the proposed implementation. Featured wise list to remain and replaced would be extremely helpful here.	HR component of eFeap to be replaced by the proposed solution
365	55	6.1 Description of Software Solution	m. Over and above India Operations, the bidder has to ensure that the specified modules (Performance Management System, Learning Management System, and any other specified to the Bidder by LIC) in the proposed solution should be made available for LIC employees in its foreign offices as well.	Please let us know the scope for Foreign Offices	Details to be shared with the successful bidder.
366	62	6.3.2 Design specifications	fff. OCR for Identifying docs - PAN, Aadhar, etc.	Please help us to understand if you would need to collect employee information from PAN or Aadhar using OCR	OCR for identifying documents is a desired requirement.

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367	101	6.3.18 Regulatory / Compliance Requirements	h. The bidder has to provide encryption (minimum AES 256 or latest) of the LIC's data at rest and in motion.	Please help us to understand the security requirement for network transmission with secure protocols (such as TLS) to protect data in transit over public networks. Do you also need the secure protocols to offer strong encryption algorithms.	Yes
368	101	6.3.18 Regulatory / Compliance Requirements	i. Bidder shall provide key management solution.	Please let us know if you would need the proposed application to also provides an additional layer of managed access to your content that resides in the Cloud database, as well as control over data encryption keys for such database. Would LIC also wishes to control the master encryption key which encrypts data in the cloud database.	Yes
369	Page 90	6.3.6 Third-Party Components	Integration with LIC's Security Operation Center (SOC) including SIEM, DAM, WAF	Request to allow CSP to manage these at their own SOC/SIEM without integration to any third party SOC	No change in RFP terms
370	Page 97	6.3.13 Audit requirements	Provide audit report of the process and infrastructure from CERT-In empanelled ISSP, periodically, at least once in a year or as requested by LIC	Please allow audit reports conducted by reputed global third party auditors for the proposed services, who may not necessarily be empanelled with CERT-in .	No change in RFP terms
371	Page 98	6.3.14 Transaction System	The maximum user response time should be less than 3 seconds and average response time should be less than 2 seconds	Suggest the response times be revised to 4 seconds, given it is a SAAS service with external public network dependencies	No change in RFP terms

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372	Row 1221	Payroll Processing	1221. Ability to show transaction and amount of PF trust 1222. Ability of integration with PF trust to view passbook of PF trust 2081. Financial accounting of PF Trust: Reconciliation of LIC account of the PF trust 2083. Should incorporate the existing systems & procedures, regulations of each trust viz., Provident Fund, Pension Fund & Gratuity Fund including investments 1221. Ability to show transaction and amount of PF trust 1222. Ability of integration with PF trust to view passbook of PF trust	Please help us to understand if the scope of the work includes ONLY integration with LIC PF and other trust. OR replacing the existing application supporting Trust with new trust/financial management application. Also please help us to understand the activities that needs to be managed by the new proposed HRMS application and the existing Trust management application.	Integration with LIC PF Trust
373	Row 2081	Payroll Processing	2081. Financial accounting of PF Trust: Reconciliation of LIC account of the PF trust	Please help us to understand if LIC is looking to replace the existing trusts and bring all the financial activities like Accounting and Reconciliation of all trust in the proposed HRMS application?	Integration with LIC PF Trust
374	Row 2056	PENSION AND PF	The system should allow financial accounting of PF, Gratuity, Welfare and leave encashment funds	Please help us to understand if LIC is looking for a separate Financial Application for all Financial Accounting related activities	No
375	Row 2086	PENSION AND PF	Accounting module for PF, Pension and Gratuity including daily, quarterly, yearly Trial Balance, Balance Sheet and Profit & Loss Account, MIS etc.	Please help us to understand if LIC is looking for a separate Financial Application for all Financial Accounting related activities	No

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376	Row 2093	PENSION AND PF	Final Monthly Tally program to Reconcile Statements, Withheld Amount, Transfer-in , Transfer-out etc, in respect of Own Contribution of Pf , LIC's contribution of Pf and VPF with actual amount in General Ledger	Please help us to understand if LIC is looking for a separate Financial Application for all Financial Accounting related activities	No
377	Row 2094	PENSION AND PF	Provision to account for Refund of LIC's Contribution received for Pension Optees.	Please help us to understand if LIC is looking for a separate Financial Application for all Financial Accounting related activities	No
378	Row 2106	PENSION AND PF	Provision for interest calculation of funds, not transferred to NSDL.	Please help us to understand if LIC is looking for a separate Financial Application for all interest calculation related activities on funds not transferred to NSDL	No
379	Row 132	Employee Records Management	SR Number (For new employees who are on probation should be provided with a temporary number which can be shifted later to a permanent SR Number)	Please help us to understand the SR number in details	SR refers to Salary Roll Number which is uniquely assigned to each employee of LIC
380	Row 301	Attendance Management: Settings	Ability to generate food coupons on cumulative basis as per the attendance of the employee	Please explain the process of food coupons including eligibility and distribution. Please help us with policy and process flow diagram	Details to be shared with the successful bidder.

381	Row 336	Attendance Management: Employee & Manager View	336. "Work from Home Options - Capturing location from ClockIN, CheckIN and Attendance requests - Showing Work from Home status of the employees on web and mobile - Capturing planned activities and updates on the progress from ClockIN, CheckIN and attendance requests - Displaying data to managers/Admin as part of CheckIN page, Attendance page and Reports" 337. Attendance capture via QR code based scanning 338. Track productivity during WFH - track planned activities for each day and measure what is done against what's planned by EOD	Please help us with LIC's Work from home policy. 1. How many employees are allowed to work from home 2. Which department are allowed to work from home as per LIC policy 3. What is the maximum number of days in a week or month employees of the said department are allowed to work from home. 4. Which LIC's system's and application are accessible from home for LIC 5. Do you have a VPN tunnelling in place for home office 6. Grades of employees allowed to work from home and information technology system access required from them. 7. What are the additional security measures enforced ensured while accessing LIC information technology systems and applications from home	Details to be shared with the successful bidder.
382	Row 1446	Manpower Plan	Provision for Roster Transferability	Kindly explain the requirement in details	Details to be shared with the successful bidder.
383	Row 2266	Miscellaneous	Ability to use OTP based 2FA for applications/systems where biometric authentication may not be available	Please help us to understand if we can use LIC's identity and access management system for authentication apart from SSO of the proposed application?	Details to be shared with the successful bidder.

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384	Row 1230	Reports Analysis MIS	"Customization of reports with required fields and giving specific permissions to different role holders so that they can generate report around the field "	Customization of reports would be done in the test environment and NOT in production environment. Do you here need any additional services to permanently replace sensitive data with fictitious yet realistic looking data in Non-Production environment for all development and testing functions	No change in RFP terms
385	Row 6	Company Structure: Creation	Ability to define functional area-based hierarchy independent of department and designation. Designations can be tagged to any node in the hierarchy.	Kindly explain the requirement in details	Requirement is self explanatory
386	Page 52	5.3	The desired features of the HRMS mentioned below are indicative, but not limited to, the following key components /functions below:	Since LIC is a very large & complex organization, we understand that it wants to ensure a robust architecture. Please clarify if the expectation is to have a) One OEM for all the features, b) single data model, c) hosted from a single data center - to cater to the RFP requirements. This is to ensure a) single downtime across applications/systems is maintained, b) seamless updates/patch management, c) adoption of technology evolution across all products, amongst other benefits	Refer to the RFP
387	Page 90	6.3.7 High-level design and architectural principles	High-level design and architectural principles	Please clarify whether the various functional modules mentioned in the RFP should ideally share a single data model (& database) Remarks - In the absence of a single data model, there is a significant risk of data loss and real time data exchange during due to multiple integrations?	Yes

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388	Page 90	6.3.7 High-level design and architectural principles	High-level design and architectural principles	Please clarify if the proposed modules should have source code ownership from one single OEM for best and continued support in future? Remarks - In the situation, of application development and support ownership with multiple product vendors, it can lead to unreliable and continued support over a significant time span like 5 or 10 years.	Yes
389	Row 764	Rewards and Recognition - Employee & Admin Actions	Post program logo to employee profile Yes / No	Please provide us the detailed requirement	Requirement is self explanatory
390	Row 765	Rewards and Recognition - Employee & Admin Actions	Show this program in Leaderboard Yes / No	Please provide us the detailed requirement	Requirement is self explanatory
391	Row 766	Rewards and Recognition - Employee & Admin Actions	Program Budget Estimate to inform admin of the estimated spend on a particular R & R program	Please provide us the detailed requirement	Requirement is self explanatory
392	Row 769	Rewards and Recognition - Employee & Admin Actions	Budget Addition Import (Adds to current accrued balance.)	Please provide us the detailed requirement	Requirement is self explanatory
393	Row 792	Rewards and Recognition - Employee & Admin Actions	Ability to view/update attendance	Please provide us the detailed requirement	Requirement is self explanatory

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394	34	4.1 Technical Criteria and Scoring	Multi region Business Continuity Planning	Can you please share more details around Multi region Business Continuity Planning?	Details to be shared with the successful bidder.
395	47	5.1 Overview of the Current State	8.4 2FA AD and biometric integration	Please share more details on how the 2FA AD and biometric integration is implemented in eFEAP and other systems?	Details to be shared with the successful bidder.
396	91	6.3.6 Third-Party Components	x. Integration with LIC's AD (Microsoft AD), SSO.	Please share Details of integration with LIC's Identity and Access Management Application - LIC's AD (Microsoft AD), SSO implemented?	Details to be shared with the successful bidder.
397	49	5.2 Purpose of the RFP	g. The Selected bidder should integrate the HRMS with LIC's existing Biometric Attendance System. LIC has installed Biometric devices in PC at all its office locations. The HRMS offered should be capable of consolidation of the attendance and reconcile leave, tours, trainings, etc.	Please share more details around Existing Biometric Attendance System, installed Biometric devices?	Details to be shared with the successful bidder.
398	49	5.2 Purpose of the RFP	h. The Selected bidder should integrate the HRMS with LIC's	What is the Tech and Integration Tech/Type Supported by a. Enterprise data warehousing, BI Applications b. Document management system (EDMS) c. eFEAP d. CRM, e. Financial Management system,	Details to be shared with the successful bidder.

399	91	6.3.6 Third-Party Components	d. In addition to interfaces required for end-to-end solution for Human Resource Management System the selected Bidder must interface the Solution to the below mentioned applications of the LIC.	Please share more details around Technology behind Enterprise Integration System (EIS)?	Details to be shared with the successful bidder.
400	91	6.3.6 Third-Party Components	d. In addition to interfaces required for end-to-end solution for Human Resource Management System the selected Bidder must interface the Solution to the below mentioned applications of the LIC.	Please share details on enterprise architecture of LIC	Details to be shared with the successful bidder.
401	91	6.3.6 Third-Party Components	d. In addition to interfaces required for end-to-end solution for Human Resource Management System the selected Bidder must interface the Solution to the below mentioned applications of the LIC.	Please share more details on Omni-channel requirements	Details to be shared with the successful bidder.
402	91	6.3.6 Third-Party Components	d. In addition to interfaces required for end-to-end solution for Human Resource Management System the selected Bidder must interface the Solution to the below mentioned applications of the LIC.	Please share tools used for SIEM, DAM, WAF	Details to be shared with the successful bidder.

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403	19	1.7: Performance Guarantee	The Life Insurance Corporation of India will require the selected bidder to provide a Performance Bank Guarantee, within 10 days from the notification of the award, for a value equivalent to 10% of the total cost of ownership.	There are already multiple kind of penalties laid out based on SLAs and delays. We thus request LIC to remove the Performance Guarantee clause.	No change in RFP terms
404	24	Eligibility Criteria - Point 3	The Bidder should have a positive net worth as on 31.03.2023.	We request to remove this criteria. Organizations that have a great product and are growing rapidly but don't have positive networth due to large investments on the product and R&D, can be the best fit for the requirements of this RFP.	No change in RFP terms
405	24	Eligibility Criteria - Point 4	The Bidder should be a profitable organization based on profit before tax (PBT) for at least 03 (three) out of the last 05 (five) financial years	We request to remove this criteria. Organizations that have a great product and are growing rapidly but don't have positive networth due to large investments on the product and R&D, can be the best fit for the requirements of this RFP.	No change in RFP terms
406	28	Eligibility Criteria - Point 13	Bidder must be SEI CMMI Level 3 certified	We are SOC I type 2, SOC 2 type 2 and ISO 27001 certified. Is CMMI level 3 mandatory?	Kindly refer to the Corrigendum uploaded
407	49	5.2: Purpose of the RFP - Point c	Considering the enormity of the assignment and the envisaged relationship with the bidder, any service, which forms a part of the solution that is not explicitly mentioned in this RFP as excluded, would form part of this RFP, and the bidder is expected to provide the same at no additional costs to LIC.	This is too open a statement. It is difficult to commit on anything that is not explicitly mentioned in the RFP.	Kindly refer to the Corrigendum uploaded

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408	53	5.3 Procurement, Implementation, Customization, Installation, Commissioning and Maintenance of Human Resource Management System	The cost of all customizations is required to be included in the Commercial Bid and LIC will not make any additional payments for customization throughout the term of the contract if the same has been specified as a requirement of LIC in this RFP.	Can we provide the person-day rate for customizations? Figuring out the customization cost right now without understanding exact requirements in detail would be difficult.	No change in RFP terms
409	54	Part 6: Scope of Work	Description of the envisaged scope is enumerated as under. However, LIC at its discretion reserves the right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions in accordance with the clause on power to vary and omit work.	This is too open a statement. What is the change in scope warrants some commercial implications?	No change in RFP terms
410	55	Part 6: Scope of Work; Point J	These vulnerabilities can be detected by the LIC or can be a finding of any internal or external audit conducted by the LIC or its auditors on a periodic basis.	One of the big-fours does periodic VAPT for us. Reports of the same can be shared.	No change in RFP terms

411	55	Part 6: Scope of Work; Point m	Over and above India Operations, the bidder has to ensure that the specified modules (Performance Management System, Learning Management System, and any other specified to the Bidder by LIC) in **the proposed solution should be made available for LIC employees in its foreign offices as well. The remaining modules may have to be extended to these employees in the future as per business need.** List of Foreign Offices are mentioned in Annexure Y.	Please confirm on the number of employees in each of the regions. Will the policies and requirements differ in different regions?	Details to be shared with the successful bidder. Policies may vary across different regions.
412	68	6.3.2.7 Payroll	Payroll Processing will be centralized	Please confirm if Payroll will be processed by LIC team or you would want to outsource the Payroll processing.	Payroll will be processed by the LIC team.
413	95	6.3.10 Support Requirements; Point C	The Bidder should have 24X7X365 monitoring, escalation, and resolution infrastructure through phone, email, SMS alerts and through service	Please confirm if all these channels - Phone, Email, SMS and Service would be needed.	Yes

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414	96	6.3.10 Support Requirements; Point e	The Bidder should provide on-site support system as per LIC working hours.	Please provide details of how many on-site FTEs would be required.	Resource requirement may vary depending upon the phase of the project. The bidder is expected to assess the scope of work and deploy resources as needed.
415	107	6.3.22 Legal Requirements ; Point a	Bidder to put in place a system of obtaining approval from LIC before carrying out any changes in their environment.	Being a SaaS system, approval before any change may not be feasible. We will definitely keep LIC informed.	Kindly refer to the Corrigendum uploaded
416	117	6.6 Payment Schedule	Implementation cost payment is basis milestones in each phase and go-live of each module.	Request some relaxation on this for managing the cash flow. Some amount needs to be in advance.	No change in RFP terms
417	120	7.2.1 Penalties	Too many and too high penalties	Request to please have a relook.	No change in RFP terms
418	135	8.9 Subcontracting	NO Subcontracting is permitted for the scope of work to be provided to LIC pursuant to this RFP.	Can the consortium have two OEMs with complimenting modules?	No change in RFP terms
419	14	Date of Submission		It is an extensive RFP and thus would like to know if we can have an extension on the same.	Kindly refer to the Corrigendum uploaded
420	98	6.3.13	Provide audit report of the process and infrastructure from CERT-In empanelled ISSP, periodically, at least once in a year or as requested by LIC	Is this mandatory every year?	Yes

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421	12	Critical Dates	Online Clarification End Date	Given the scale and complexity of the RFP, we request you to grant an extension till 21st of July, 2023 for us to complete our assesment of the entire scope of wwork and revert to you with a comprehensive list of queries.	No change in RFP terms
422	12	Critical Dates	Presentation End Date (in-person)	We thank you for listing out the specific use cases and scenarios to be covered during the presentation / demo. We would also like to bring to your notice that these scnarios need extensive preparation in terms of system setup, configuration and customization. Hence we request for a 4 weeks extension for the presentation date mentiond in the RFP	No change in RFP terms
423	12	Critical Dates	RFP Submission End Date & Time	We understand that this is an extremely ambitious and large project with a very elaborate scope and coverage. In order to prepare a comprehensive response considering all aspects of the RFP, we will need sufficient time to clear all our internal approvals including reviews from our top leadership. We request you to grant a 6 weeks extension from the current submission end date.	Kindly refer to the Corrigendum uploaded

424	NA	NA	NA	Given the grographical spread of LIC, can you provide us with your expectations of driving HR as a shared service function vis-à-vis decentralization of operations at Zones / Divisions / Branches. For example a geographic mapping of the services / modules will be very helpful in formulation of the aptimum approach for implementation, rollout & support.	Details to be shared with the successful bidder.
425	NA	NA	General	Given the elaborate nature of data migration requirements including the requirements around historical data, it wil be helpful for us to understand the preparedness of LIC with having accurate and clean data available in structured format capable of being exported into spreadsheets / similar files within 3 months of project kickoff. This information will be very helpful in formulating the appropriate approach for implementation and the assiciated timelines.	Refer to the RFP
426	NA	NA	General	Are the current legacy systems like eFeap, Darpan etc. deployed in a centralised / distributed manner?	eFeap is decentralised and eDarpan is centralised
427	19	1.8 Award Criteria and Notification:	The selected bidder must return the duplicate copy of the purchase order within 7 working days, duly accepted, stamped, and signed by an authorized signatory as a token of acceptance	In the event of an award to us, we will need to perform our internal clearances prior to acceptance of the order. A period of 7 days may not be sufficient for the same. Hence you are requested to reconsider the same.	No change in RFP terms

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428	22	d	Assignments for companies in India only will be considered for eligibility and technical evaluation.	Will global assignments where execution has been done from India be considered as part of eligibility?	No
429	22	d	Assignments for companies in India only will be considered for eligibility and technical evaluation.	Will global assignments where some employees / entities are based in India be considered as part of eligibility?	No
430	28	18	Proposed Project manager for this Assignment must have Over 15 Years of IT experience with minimum 12 Years of any HRMS implementation experience for similar scope as in this RFP. Proposed team leader(s) for this Assignment must have Over 10 Years of IT experience with minimum 7 Years of in HRMS implementation similar scope as in this RFP	We request for removal of the phrase "similar scope" since this is ambiguous. Every project has unique scope and cant be compared to any other project. Alternately, this needs to be defined appropriately.	No change in RFP terms

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431	35	Solution Capabilities	Proposed HRMS solution deployed at organizations with user base as under: - i. More than 50,000 (5 marks for each project) ii. 30,001 to 50,000 (3 marks for each project) iii. 10,000 to 30,000 (1 marks for each project)	Is this relevant for the bidder or OEM? Can the SI use OEM deployments as eligibile cases even when SI was not involved in the same project?	Solution capability is for OEM
432	36	Live Demonstration of Human Resource Management System		When does LIC expect this to be done by the bidder? A tentative planned timeline will help us align for the same	Live demonstrations will be conducted after the technical bid evaluation. Date and time for the same will be communicated to qualified bidders.
433	36	Use Cases		When does LIC expect this to be done by the bidder? A tentative planned timeline will help us align for the same	Live demonstrations will be conducted after the technical bid evaluation. Date and time for the same will be communicated to qualified bidders.

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434	43	5.1 Overview of the Current State	a. eFEAP b. eDARPAN c. Concurrencia d. Gyanpeeth e. UDIT (Disciplinary and Vigilance) f. Pen and Paper mode g. Via E-Mail	Which of these systems are idnetified for complete replacement ?	All systems except (g.) Email, to be completely replaced by proposed solution. HR component of (a.) eFeap, to be replaced by the proposed solution.
435	48	5.2 Purpose of the RFP	Considering the enormity of the assignment and the envisaged relationship with the bidder, any service, which forms a part of the solution that is not explicitly mentioned in this RFP as excluded, would form part of this RFP, and the bidder is expected to provide the same at no additional costs to LIC.	We are assuming the FRS & NFR as the basis of requirements. Any requirement outside of the same is excluded from the scope of this RFP - pls confirm if this understanding is correct.	Kindly refer to the Corrigendum uploaded
436	48	5.2 Purpose of the RFP	To use a Web enabled centralized solution (bilingual – English & Hindi) with security features that helps the LIC achieve the objectives of operational efficiency, streamlined process and workflow automation in respect of HR functions.	Kindly elaborate on the expectations around bilingual solution	Bilingual solution is a desired requirement

437	48	5.2 Purpose of the RFP	The Selected bidder should integrate the HRMS with LIC's existing Biometric Attendance System. LIC has installed Biometric devices in PC at all its office locations. The HRMS offered should be capable of consolidation of the attendance and reconcile leave, tours, trainings, etc.	Is Biometric system is applicable for all the class of employees? Can we assume a single a biometric system capable of generating uniform data structures in standard format to be integrated with the HRMS platform? Can we assume that biometric system is capable of consuming & exposing the APIs as well? Also provide more details related to tours & trainings associated with biometric system.	Details to be shared with the successful bidder.
438	48	5.2 Purpose of the RFP	The Selected bidder should integrate the HRMS with LIC's ERP (eFEAP) to ensure all entries made in HRMS pertaining to accounting such as payroll, staff loans, repayments, prepayments, leave encashment, advance, festival advance, etc. are replicated in the ERP. Further the new applications should be able to interface with systems like Enterprise data warehousing, document management system, eFEAP, Portal/Intranet, CRM, Financial Management system, Email and SMS Server etc.	We are assuming that all the systems especially, Portal/Intranet, Email and SMS Server have capabilities of integrating through APIs.	Details to be shared with the successful bidder.

439	50	5.2 Purpose of the RFP	x. Development on Mobile Application should support iOS and Android platform	All SaaS modules in Oracle HCM Cloud is accessible through internet & also have mobile application. But is there is a expectation of PaaS component/solution needs to be deployed in Mobile Application? From the feasibility perpective, it's possible, however, it will come up with additional efforts and costs of PaaS components.	No
440	50	5.2 Purpose of the RFP	w. All statutory changes (changes imposed by Government of India, IRDAI, RBI, SEBI etc.) should be incorporated in the application by the bidder during contract period free of cost.	Statututory changes are complied by means of features / updates to the product from OEM. Can LIC pls provide the expectation from the bidder (SI) w.r.t. this requirement	Requirement is self explanatory.
441	50	5.2 Purpose of the RFP	aa. The Bidder shall be responsible for extractions, validations and migration of entire legacy data from the existing systems to new HRMS system by the Bidder before going-live with proper validations, controls and consistency checks in coordination with respective departments.	Given the different applications in scope as well as the manual state of some processes, it is suggested that extraction of relevant data from the current systems and cleansing of the same shall be responsibility of LIC i.e. bidder will not be held responsible for quality or accuracy of source data.	No change in RFP terms

442	50	5.2 Purpose of the RFP	bb. Conduct data migration activities and data cleansing activities. The bidder will have to study the current applications, its data structure and schemas and plan for migration. The bidder will be responsible to load the existing data in the new application. Enable Migration of data from existing systems with proper validation, controls and consistency checks as may be specified by LIC.	Given the different applications in scope as well as the manual state of some processes, it is suggested that extraction of relevant data from the current systems and cleansing of the same shall be responsibility of LIC i.e. bidder will not be held responsible for quality or accuracy of source data.	No change in RFP terms
443	50	5.2 Purpose of the RFP	cc. Conduct digitization of contents for knowledge management.	Is the scope of digitization limited to scanning and preparation of soft copies? What is the volume of data to be digitised?	1)Content to be provided by LIC in digital format. 2)Details to be shared with the successful bidder.
444	51	5.2 Purpose of the RFP	ee. Rollout the new application across LIC and provide handholding support across the implemented locations	Our assumption is helpdesk service is to be provided from a single location in a cetralised manner i.e. support personnel of bidder will not be deployed across different geographic offices of LIC. Pls confirm if this is correct.	Resource deployement at LIC Central Office in Mumbai.
445	54	6.1 Scope of Work	i. Test instance to be always available and refreshed in the frequency confirmed by LIC.	Test instance shall be refreshed based on the schedule agreed between LIC & OEM. SI will be facilitating the same. Pls confirm this understanding.	No change in RFP terms

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446	54	6.1 Scope of Work	The Bidder will be required to fix any vulnerability in the solution at no additional cost during the entire tenure of the contract. These vulnerabilities can be detected by the LIC or can be a finding of any internal or external audit conducted by the LIC or its auditors on a periodic basis.	Fixing product vulnerability either identified by LIC or by means of internal / external audit shall be as per agreement between LIC & OEM. SI will not have any significant role in the same. Pls confirm this understanding.	Successful Bidder to facilitate fixing any product vulnerabilities/gaps in the proposed solution
447	54	6.1 Scope of Work	k. The bidder is completely responsible for the proposed solution to meet the scope and objectives of the RFP and all addenda & corrigenda issued thereafter. The LIC assumes no responsibility for assumptions made by the bidder. In the event the proposed solution fails to meet the Service Level Agreement (SLA) service levels and the scope and objectives of the RFP (and addendums), the bidder will have to upgrade, modify or replace the solution at no additional cost to the LIC.	Our proposed solution, approach, methodology, scope, timelines and commercials will be on the basis of certain assumptions and exclusions. The offer cannot be evualuated in isolation from the same. Hence you are requested to pls remove this clause.	No change in RFP terms

448	54	6.2 Assumptions	LIC will not be responsible or liable for any infringements or unauthorized use of the licensed products. In the event of any claims against LIC for any license related issues, the selected Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the selected Bidder.	We request for removal of this clause as this situation is not fully under the control of the bidder.	No change in RFP terms
449	55	6.3 Description of Deliverables:		It is assumed that LIC will provide feedback on all deliverables within 3 working days. There will be at most one round of feedback incorporation on a specific deliverable. LIC will be required to sign off on the deliverable within 5 working days. Any delay on account of delayed feedback or delayed sign off will not be attributable to the bidder. Pls confirm this assumption.	No change in RFP terms
450	62	6.3 Description of Deliverables:	Whatsapp integrations for notifications, approvals, followups etc. across all modules	Is this requirement is only specific to Whatsapp or SMS/Notification can also be consider? Basically, Oracle HCM Cloud do have capability to share the notification/message on phone number of an employee, but integrating the Whatsapp will come up with additional PaaS compnoent lisence cost & efforts.	No change in RFP terms
451	62	6.3 Description of Deliverables:	OCR for Identifying docs - PAN, Aadhar, etc.	This is technically feasible, but it is come up with lots of development and additional PaaS component lisence & cost efforts.	No change in RFP terms

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452	68	6.3.2.7 Payroll	On any new employee addition, check should be available on the PAN number of the employee. PAN to be validated with the NSDL site for correctness. Report to be made available for incorrect PAN.	This is technically feasible, but calling the validation API increase the development effort and attact additional cost of using the	No change in RFP terms
453	76	6.3.2.10 LMS	Provision to send timetable of the course to employee via mail to get confirmation for the attendance of employee for the	Can eloborate more on this requirement? Is it related to send a notification/reminder of the course to an employees and on their response, does anything needs to be change in Course enrollment?	Requirement is self explanatory
454	87	6.3.2.18 Mobile Application	Ability for all ex-employees to perform the following i. Ability to apply for Guest House Booking ii. Ability to view Income tax computation sheets iii. Ability to view Arrear Computation sheet. iv. Ability to view Pension Statements. v. Ability to view Form 16 A / B for Pensioners vi. For those employees who are not able to apply online, System should allow their applications to be entered into the system by the Branch/Regional office authorized user		No Comments

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455	67	6.3.2.7 Payroll	Ensure smooth Payroll Processing, Statutory compliance reports, Simple Tax Declaration, Salary Loans & Advances workflow for all employee types Class- 1/Class-2/Class3/Class-4/ DIRECTORS, contract employees and Temporary workers.	We are assuming that the HRMS solution will be deployed with centraliased payroll processing capability i.e. inputs can be distributed, however processing and payout shall be done in a centralised manner for Payroll & Pension. Pls concirm this assumption.	Yes
456	85	6.3.2.18 Mobile Application		Oracle HCM Cloud is built on a responsive platform i.e. it can be accessed from multiple devices like Laptop, Desktop, mobile phones & tablets. We are assuming there is no separate requirement an an additional mobile app. Pls confirm if this is correct.	Mobile Application is a desired requirement.
457	88	6.3.3 System Deployment and Implementation	g. The selected bidder should further provide the deliverables and sign-off process for each of the deliverables at various stages.	Sign off will be provided by LIC on the deliverables provided by the bidder. Pls confirm this understanding.	Yes

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458	89	6.3.6 Third-Party Components	a. The Bidder will be responsible to integrate and manage third-party components required for deploying a complete solution.	The bidder shall be responsible for working with LIC to understand the integration requirements and identifying the systems to be integrated as part of scope. All activities on the HRMS side to facilitate such integration shall be responsibility of the bidder. However, LIC will be responsible to work with the relevant third parties to provide and accept data as per the agreed formats for sucecssful integration. Additionally, bidder shall not be liable for any changes that may be required in the the third party applications to allow the same to be integrated with HRMS.	No change in RFP terms
459	90	6.3.6 Third-Party Components	LIC during the period of the Contract, based on its technical and functional requirements may intend to add additional third-party applications and interfaces to the system. The Bidder must extend all necessary support and assistance for addition to the Solution with the required third-party applications and interfaces desired by LIC at no additional costs.	Any new integration that is identified after the design has been signed off shall be treated as a change of scope and execution for the same has to be mutually agreed between bidder & LIC	No change in RFP terms

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460	90	6.3.6 Third-Party Components	LIC during the period of the Contract, based on its technical and functional requirements may intend to add additional third-party applications and interfaces to the system. The Bidder must extend all necessary support and assistance for addition to the Solution with the required third-party applications and interfaces desired by LIC at no additional costs.	Any change to integration requirements after acceptance of SIT shall be treated as a change of scope and execution for the same has to be mutually agreed between bidder & LIC	No change in RFP terms
461	92	6.3.8.2 Migration:	The selected bidder will formulate the data migration strategy and process documentation within a period of fifteen (15) working days from the date of issue of purchase order.	Given the scale, volume and multiple systems involved, this is not a realistic timefraem to formulate the data migration strategy. Hence this clause should be deleted.	No change in RFP terms
462	92	6.3.8.2 Migration:	d. The Bidder should provide a reconciliation tool to facilitate the migration process.	Pls elaborate on the expectation. Does LIC have any specific tool that is intended for usage?	Details to be shared with the successful bidder. Successful bidder to take care of the reconciliation tool

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463	92	6.3.8.2 Migration:	The selected bidder is required to understand the existing file structure and provide (the Data Extraction tool and If required, the tool will be customized by selected bidder to meet the LIC specific migration requirements to furnish the data in a format that can be loaded into the proposed application, perform the data upload activity and assist in performing checks to ensure data migration success.	Please elaborate on the role of LIC team during the extraction and cleansing process	Requirement is self explanatory
464	92	6.3.8.2 Migration:	g. It will be the responsibility of the Bidder to ensure complete data cleansing and validation for all data migrated from the legacy systems to the new application. The Bidder will use scripts to check the data quality, validation results and share the results of same with LIC for review and assessment of quality data migration carried out.	LIC is the owner of the current data residing with the legacy applications as well as the data residing in manual / paper format. It will be extremely difficult for the bidder to take responsibility of cleansing of this data. Hence we request for deletion of this clause.	No change in RFP terms

465	93	6.3.8.2 Migration:	m. Selected bidder has to ensure that only experienced personnel who have past experience in data migration activities are deployed for data migration process. The personnel would need to be deployed at LIC's Office(s) at Mumbai location on full time basis during the engagement.	We are assuming key roles like data migration lead along with relevant functional leads shall be working from the LIC office during the relevant phase. Other members supporting the process like technical developers, report writers & testers may be deployed from remote locations as well. Pls validate the assumption.	Resource deployment to be at LIC Central Office at Mumbai Location
466	93	6.3.8.2 Migration:	o. Any gaps/discrepancy observed will be reported in writing to selected bidder, who will act upon them and resolve the same immediately or within maximum 5 working days from the day of reporting the same.	We are assuming that the gaps / discrepancies shall be highlighted prior to acceptance of the migrated data. Additionally, Bidder shall not be held solely responsible if the discrepancy is due to incorrect extraction / claensing / acceptance testing which shall be primary responsibility of LIC.	No change in RFP terms
467	93	6.3.8.2 Migration:	q. The Bidder will be responsible for data migration to the new system in case of contract termination, at no additional cost to LIC.	We request for deletion of this clause.	No change in RFP terms

468	93	6.3.9 Hyper-Care Period	During hypercare tenure, dedicated teams to be available around the clock to address urgent issues, minimize downtime, and ensure the smooth operation of critical systems.	Are you expecting the bidder to provide 24X7 support to the HRMS system?	1) In hypercare period, on-site technical support services are not required 24*7 2) Remote support services will be required 24*7 throughout the support period. 3) Help Desk services required onsite will be within office hours specified by LIC and only at the LIC Central Office in Mumbai.
469	94	6.3.9 Hyper-Care Period	on-site support personnel will be deployed to assist users directly at the location where the system is being implemented or upgraded. They should provide hands-on assistance, training, and immediate troubleshooting for critical issues.	Is the bidder expected to deploy support personnel outside of the central project office? If yes, is there any specific expectation around the number of locations from where the support tems need to work?	Resource deployment to be at LIC Central Office at Mumbai Location
470	94	6.3.10 Support Requirements	c. The Bidder should have 24X7X365 monitoring, escalation, and resolution infrastructure through phone, email, SMS alerts and through service	Is this applicable for OEM / SI / both?	Refer to the RFP

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471	95	6.3.10 Support Requirements	d. The Bidder should have a dedicated support centre for LIC for all the initiatives being run by the corporation.	This clause applies to initiatives outside the scope of the current RFP. Kindly clarify what are the initiatives that need to be supported. What is the expectation around 'dedicated' support center?	All initiatives are in reference to proposed solution only
472	96	6.3.11 OEM engagement/ OEM Support	Proposed team must include 3 resources from the OEM, who are on the payroll of the OEM (as defined below) who have to be mandatorily deployed onsite full time at LIC office as per the following specifications.	Is the bidder (SI) liable for the deployment and performance of the OEM resources? Will the cost for the OEM resources be included in the SI bid ?	1)Yes 2) Refer to the Commercial Bid Format
473	99	6.3.16 Scalability Requirements	a. LIC would also be introducing several complex and innovative instruments, configuration of these should be supported by the system the Bidder provides.	While the system being proposed is highly configurable and can be integrated using standard mechanisms like APIs & file transfers etc. - we will not be able to comment on support for anything else being configurable other than the details set out in our proposed solution.	No change in RFP terms
474	101	6.3.19 Security Requirements	g. Bidder should confirm that data should not be allowed to be downloaded or to prepare copies unless explicitly approved.	Reports / Extracts generated from the system allow for data to be downloaded - subject to role based access control. After generation of such data, bidder will not have any control over the same - hence we request for removel of this clause.	No change in RFP terms
475	101	6.3.19 Security Requirements	h. Bidder should perform periodic DR Drills as specified.	DR for any specific customer may not be feasible in a SaaS environment.	No change in RFP terms
476	105	6.3.21 Training	c. The selected Bidder will be responsible for providing proper lab-based training and any required training materials to the trainees.	We are assuming that the bidder will provide the logistics requirement to LIC for conducting the training. It is LIC responsibility to arrange for the appropriate logistics	No change in RFP terms

477	105	6.3.21 Training	c. The selected Bidder will be responsible for providing proper lab-based training and any required training materials to the trainees.	We are assuming that the bidder will provide the logistics requirement to LIC for conducting the training. It is LIC responsibility to arrange for the appropriate logistics	No change in RFP terms
478	106	6.3.21 Training	n. The types of trainings that the Bidder is expected to provide are:	Is the bidder expected to conduct physical training sessions at all LIC offices for end-users?	Bidder to provide remote training to End Users at LIC Central Office in Mumbai
479	106	6.3.23 Review and Testing; Acceptance	System integration testing will be followed by user acceptance testing, plan for which has to be submitted by Bidder to LIC. The UAT (defined hereinafter) includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. LIC staff / third party Bidder designated by LIC will carry out the functional testing.	What is the expectation of LIC around the number of office locations where the SIT, UAT etc. sessions need to be conducted by the bidder?	LIC central office in Mumbai Location
480	113	6.4.1 Project timelines	a. LIC expects to Go Live within 15 months from the date of signing of the Contract and this would be the Launch Phase. Data migration should be planned accordingly.	Given the overall scale of the project especially the requirements around data migration, training and testing that needs to done across LIC, the project timelines are extremely aggressive and do not allow sufficient time for change management and adoption. Is LIC open to the bidder proposing an alternate implementation plan and timeline that is commensurate with the scope?	No change in RFP terms
481	116	6.6 Payment schedule	6.6 Payment schedule	Can the bidder suggest alternate payment schedule for consideration of LIC?	No change in RFP terms

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482	116	6.6 Payment schedule	a. Go-Live phase will be completed only when enough LIC staff (as per the discretion of LIC) would have been trained	We cannot have a milestone acceptance based on discretion. Hence suggest explicit conditions be defined for acceptance.	No change in RFP terms
483	116	6.6 Payment schedule	b. LIC reserves the right to re-structure the distribution of modules depending on organization priorities and Bidder capabilities. The proposed module wise split is mentioned below. Bidder is expected to adhere to the weightages mentioned and any deviations are required to be mentioned in Annexure Z. (Maximum deviation permitted per module is +/- 20%).	For restructure of distribution of modules the changes to payment milestones and values need to be mutually agreed between the bidder and LIC.	No change in RFP terms
484	116	6.6 Payment schedule	e. In case the sub-phase 1 total (% of Implementation Cost) recommended by the Bidder exceeds 50%, the difference will be paid in sub-phase 2.	We request for deletion of this clause.	No change in RFP terms
485	117	6.6 Payment schedule	Process wise % Implementation Cost	There are items like Reports & MIS, Mobile application, Workflow etc. which are not separate modules but bundled with the entire application. How will the milestone linked percentages be distrubuted for the same?	Modules which are linked with the entire application would have to be taken up in sub phase 2 after linked modules are complete

486	118	6.6 Payment schedule	In relation to operational schedules that are delivered at a fixed quarterly Fee or that are consumption-based, the Bidder shall invoice the fees due quarterly for the Services delivered in the previous calendar month.	This clause is not clear.	Requirement is self explanatory
487	120	7.2.1 Penalties	Milestone Indicative timeline Penalty Calculation	Penalty shall only be applicable if the reasons leading to the penalty are solely attributable to the bidder and no remediation action has been initiated by the bidder after written complaint from LIC regarding the same.	No change in RFP terms

488	120	7.2.1 Penalties	d. Any reasonable additional third-party costs which have accrued for third parties which are managed suppliers, and which have accrued because of steps which LIC has reasonably and necessarily incurred directly because of the delay in achieving the milestone, and which have been notified to the Bidder but for the avoidance of doubt excluding any such costs which LIC has recovered elsewhere under the Contract. LIC shall use its reasonable endeavours to mitigate such costs and shall not be entitled to recover twice in respect of the same loss.	We request for removal of this clause	No change in RFP terms
489	120	7.2.1 Penalties	e. In case the delay exceeds 12 weeks, LIC reserves the right to cancel the order. In such an event the Bidder will not be entitled to recover from LIC any amount by ways of damages, loss, or otherwise.	Delays during execution can occue due to a variety of reasons - many of which may not be directly under the control of the bidder. Hence we request for removal of this clause.	No change in RFP terms
490	122	7.2.1 Penalties	Service Level for Issue Resolution during Hyper-Care Support and Stable State Support	Can the bidder suggest alternate SLAs?	No change in RFP terms

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491	124	7.2.1 Penalties	7.2.1.4 Penalties due to Migration Data Accuracy	There is significant dependence on LIC for data accuracy, hence we request for removal of this clause	No change in RFP terms
492	124	7.2.1 Penalties	7.2.1.5 Penalties for Post Implementation Customization of Application:	There is significant dependence on LIC for identification, requirement validation and testing, hence we request for removal of this clause	No change in RFP terms
493	124	7.2.1 Penalties	Penalty for failed UAT Test cases:	During any phase of testing, test cases can fail due to a number of reasons including erroneous inputs, incorrect navigation from users etc. - hence we request for removal of this clause	No change in RFP terms
494	132	8.7 Services Location	Obligation to provide Services: The bidder offers to provide the Services to LIC at Mumbai and / or at such locations as may be required by LIC.	Other than Mumbai, which are the other locations where the bidders team has to be deployed to provide the service? Can we expect LIC to reimburse our OPE (at actuals) for deployment at locations other than Mumbai.	No change in RFP terms
495	134	8.9 Subcontracting	NO Subcontracting is permitted for the scope of work to be provided to LIC pursuant to this RFP.	We request for reconsideration of the this clause. We work with a network of partner companies to onboard additional resources based on specifc project needs - hence request for removal of this clause.	No change in RFP terms
496	64	6.3.2.3 Performance Management	Tracking of employee performance appraisal completion and next appraisal date.	Is it fine to assume that performance appraisal cycle are conducted for all employee types in LIC? Is the appraisal cycle same across LIC group or differs entity wise ? Does the appraisal cycle differs based on employee type also ? For example are there employees whose appraisal are conducted every quarter also ?	1)Yes 2) Appraisal cycle differs basis employee type .Appraisal conducted on half yearly basis

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497	64	6.3.2.3 Performance Management	Employee Performance Appraisal system (including mid-term review) should have workflow basis and should be linked to business data of each branch / office where he has worked during the performance review year.	There is a question in FRS which mentions 'Can the system allow external access to the employee and external manager to manage performance of employees on deputation?'- are these external managers also employees of LIC ? If not then is the requirement to allow external users also to perform review cycle of employees?	External managers may or may not be LIC employees. Proposed solution should allow external users also to perform review cycle of employees
498	64	6.3.2.3 Performance Management	Different Appraisals formats with multiple levels of appraisal.	How does the appraisal format differ ? Is it based on level / employee type/ job role etc?	Employee Type
499	64	6.3.2.3 Performance Management	All performance histories must be maintained in the system for easy decision making.	Does this requirement include data for inactive employee records also ?	Yes
500	64	6.3.2.3 Performance Management	Special Performance Review to be done for employees posted in specialized posts.	Is there any logic currently to identify the specialized posts or it is a separately maintianed list ? Also how often is it updated within an apprisal cycle?	Yes, Will betails to be shared with the successful Bidder
501	65	6.3.2.4.1 Career Planning	b. Ability for system to suggest recommended career roles and paths based on the configurable career lattice structures.	May we get an insight on the attributes currently in use or envisioned to be used to define the career lattice structure. - for example Competency framework / degrees / awards etc.	Details to be shared with the successful bidder.
502	66	6.3.2.6 Recruitment	a. Applicant tracking	Does the current practice allows a candidate to apply on more than one positions?	Yes
503	67	6.3.2.6 Recruitment	c. Generation of interview letters	We need an understanding on the practice of these interview letter - is this a letter with simply the schedule details or are they any legal or compliance related caluses to it?	Details to be shared with the successful bidder.

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504	68	6.3.2.6 Recruitment	e. Offer of employment	Is the offer letter applicable to all types of hires or are their hires for whom no offer of employment is released ?	Details to be shared with the successful bidder.
505	69	6.3.2.6 Recruitment	g. Interview Scheduling	Current email service being used ?	Microsoft Outlook 2016 on premises
506	70	6.3.2.6 Recruitment	l. Release of offer letter	Current passport partners - Video interview, resume parsing, BGV Check, medical check ?	Details to be shared with the successful bidder.
507	71	6.3.2.10 LMS	a. Upload of documents – The solution should allow uploading of documents to a central document management server.	Uploading of documents is feasible in Oracle LMS,is LMS referred to as the document management server here ? If not then kindly throw some light on it.	Refer to the RFP
508	72	6.3.2.10 LMS	k. Course calendar and marking course completion – The trainer must be able to link the courses to a course calendar and the system must be able to track the course schedule against actual participation. The trainer must be able to mark a course as completed	Which is the online VILT platform being used , is it webex or zoom or any other vendor ?	webex
509	61	6.3.2.1 Organization Structure and Employee Management	bb. SMS/WhatsApp Notification to Employee- After Activation in System(FRS#87)	The procurement of licenses required to enable these thirdparty providers will be done by LIC or the bidder?	The procurement of licenses required to enable the third party providers to be done by the bidder
510	60	6.3.2.1 Organization Structure and Employee Management	Permission to other modules specific to employee profile and permission	We need to understand the areas specific to employee profile as of now so that it would be easier for us to understand the modules to be covered and also include in BOM.	Details to be shared with the successful bidder.

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511	62	6.3.2.1 Organization Structure and Employee Management	In RFP: Whatsapp integrations for notifications, approvals, followups etc. across all modules In FRS: Whatsapp/ Telegram integrations for notifications, approvals, followups etc. across all modules	The FRS document mentions about Telegram along with Whatsapp. The procurement of licenses required to enable these thirdparty providers will be done by LIC or the bidder?	The procurement of licenses required to enable the third party providers to be done by the bidder
512	51	5.2 Purpose of RFP	aa. The Bidder shall be responsible for extractions, validations and migration of entire legacy data from the existing systems to new HRMS system by the Bidder before going-live with proper validations, controls and consistency checks in coordination with respective departments.	1. Is the complete legacy data include inactive employees as well? What is the amount of data? Is the complete data available in soft format?	1)Yes 2)Volume of data in scope may be 2-3 TB (Tentatively, Subject to Final Confirmation) 3)Yes
513	11	1.3	Tentative Schedule of Events (Timelines)	Kind Request to extend the timelines for "Presentation Start Date (in-person)", "Presentation End Date (in-person)", "RFP Submission Start Date", "RFP Submission End Date & Time" and "Technical Bid Opening Date & Time" by 4 weeks minimum	Kindly refer to the Corrigendum uploaded
514	Non-Functional requirements - Application requirements tab	40	Ability to provide Centralized Monitoring & Management Reporting and Real-time Dashboard including availability at service and Infrastructure level for 99.95% availability	This requirement talks about service and infrastructure availability at 99.95% however in various places in the RFP, including "Part 7: SLAs and Penalties" Section 7.2.1.2 (Pg 121) mentions the uptime SLA as 99.5%

Can the requirements excel sheet or the RFP PDF be updated to reflect a consistent number please. | Kindly refer to the Corrigendum uploaded |

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515	General		OEM-Bidder relationship	Can an OEM align with multiple bidders who may want to submit bids independently? We have multiple bidders who want to submit independent bids to LIC's RFP and want to use our products for submitting their individual bids. We have a situation where there may be two or more separate bids submitted to LIC with us being the common OEM across all those bids. We wanted clarity that this is allowed.	Kindly refer to the Corrigendum uploaded
516	Non-Functional requirements - Infra and Security requirements tab	196	ISO Certification - ISO 2018 (for CSP)	No such ISO certification or standard exists. Can you please correct this and let us know which exact ISO certification you are looking for.	Kindly refer to the Corrigendum uploaded
517	Non-Functional requirements - Infra and Security requirements tab	197	ISO Certification - ISO 2001:2013	No such ISO certification or standard exists. Can you please correct this and let us know which exact ISO certification you are looking for.	Kindly refer to the Corrigendum uploaded

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518	Non-Functional requirements - Infra and Security requirements tab	200	ISO Certification - ISO 2201	No such ISO certification or standard exists. Can you please correct this and let us know which exact ISO certification you are looking for.	Kindly refer to the Corrigendum uploaded
519	36	Part 4 - 7	Demonstration of Human Resource Management System	Our solutioning will be complete only with technical bid response and which will be after prebid clarifications and queries are answered by LIC. We request as a process kindly keep the live demonstrations after the submission of Technical bid so that we have complete clarity on solution that we include in the bid and accordingly can present basis the components included in our bid.	Live demonstrations will be conducted after the technical bid evaluation. Date and time for the same will be communicated to qualified bidders.
520	Functional Requirements - Payroll Processing	81	Increments, EB increments, sanction / restoration Of increments/ basic pay in punishment cases, shifting of the date of increment due to LOP etc., special increments as may be applicable	Need more clarification on this	LOP is loss of pay. Remaining point is self explanatory
521	Functional Requirements - Attendance Leave Mgmt	78	Touch-Free attendance with Facial Recognition and Virtual ID card	Is there a Facial Recognition / Virtual ID card vendor in place? Please state the name.	No

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522	General		OEM-Bidder relationship	Can a bidder submit a bid stiching together a solution for LIC's requirements by using various products from more than one OEM vendor? We believe multiple OEMs in a single bid adds a significant risk to the success of this project.	No
523	Functional Requireme nts - Instruction	4	"VS" - Vendor Scores – The vendor would be required to provide an appropriate score to each	There is no option to declare partial compliance to a feature set. Kindly explain what need to be entered in VS score in case of that situation.	No change in RFP terms
524	Commercia l Bid - Excel	Commercial Bid	Total discounted amount of the year other than Implementation Cost and Hypercare cost @ 10% p.a.(Discounted Cost)	We request removal of this clause from the RFP	No change in RFP terms
525	30	Technical Criteria and Scoring - Bidder's Experience	Undertaken HRMS implementation projects at organizations with user base as under: - i. More than 30,000 (5 marks for each project) ii. 20,001 to 30,000 (3 marks for each project) iii. 10,000 to 20,000 (2 marks for each project) (Subject to maximum 10 marks)	LIC should considering increasing user base for this technical scoring parameter since LIC's requirement is for 150,000 (users). A system that can address 30,000 employees may not be able to scale five times to 150,000 employees. We propose revising the scoring for LIC's benefit: i. More than 150,001 (5 marks for each project) ii. 100,001 to 150,000 (3 marks for each project) iii. 50,000 to 100,000 (2 marks for each project)	No change in RFP terms
526	36	Part 4 - 8	Use Case: Detailed solution to be demonstrated for the use cases and process maps provided in Annexure S.	If any of the use case is not standard feature but has to be customized then how will the marks be alloted as it cannot be demonstrated before the project implementation.	No change in RFP terms

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527	31	Technical Criteria and Scoring - Bidder's Experience	Number of HRMS Implementation projects either completed / on-going by bidders team based in India for implementing Saas based HRMS on cloud platform as on bid submission date of RFP for Insurance Company/Public Sector Banks (PSBs) /Private Sector Banks/ Public Sector Enterprises (PSEs)/Listed Companies/ private sector insurance (with employee count of 3000 and above) i. Completed project – 2 marks per project ii. On-going project – 1 mark per project (Subject to maximum 5 marks)	LIC should only consider completed projects in India for this scoring parameter. The employee count should also be increased from 3000 to 100,000.	No change in RFP terms
528	191	10.9	Annexure I: Bidder Experience Details	Along with Bidder Experience, LIC should also consider OEM experience and seek all details from OEM.	No change in RFP terms
529	35	Technical Criteria and Scoring - Feedback	Functional Requirements mapping as per the "Functional Requirements Document by LIC"	As this parameter has a high weigtage, we request LIC to only consider OEMs offering end to end solution on one single platform.	No change in RFP terms

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| 530 | 273 | Annexure Y | Over and above India Operations, the bidder has to ensure that the specified modules (Performance Management System, Learning Management System, and any other specified to the Bidder by LIC) in the proposed solution should be made available for LIC employees in its foreign offices as well. The remaining modules may have to be extended to these employees in the future as per business need. | It appears that the system will be used in 13 countries other than India however there does not seem to be any requirements related to compliance with the local laws in those 13 countries. Some of these countries have strict data privacy laws with large financial penalties in case of non-compliance and some of these also have other local compliances that are mandatory for a HRMS system. From a risk mitigation perspective the system should have proven compliance capabilities and existing customers in each of these countries at a very minimum.

We do not see this being covered either in the eligibility criteria or the requirements sheets or any scoring mechanism. We propose adding a requirement to cover this risk. | No change in RFP terms |

531	230	10.20 Annexure T: Commercial Bid Format	LIC has a plan to deploy HRMS Solution for its all-existing employees (98,000 employees). Bidder(The quoted prices should be valid for a period of 8 years from the date of placing purchase order). The same cost will be considered for Design, Development, Maintenance, and Implementation of HRMS System for TCO calculation purpose. However, LIC have discretion to place order for the differed quantity as per the requirement. After initial deployment LIC at its discretion will submit requests for addition / decrease in number of user subscription as per the requirements reviewed every quarter. These requests will be in slabs of 50 user subscriptions. The cost of proportionate increase / decrease will be as per as per the Annual Subscription Cost for existing employee quoted by the bidder for that year.	As per our Licensing Policy, we request a minimum license count to be confirmed in the Order Form. Customers can procure additional licenses any time during contract term	No change in RFP terms

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| 532 | 36 | 6 | No. of IRDAI approved insurance companies or scheduled commercial banks in India where the proposed product has been or is being implemented on SAAS on MeitY certified public cloud 3 marks per credential. | a) A large number of IRDAI approved insurance companies and scheduled commercial banks in India have HRMS systems that are not hosted on MeitY certified public cloud since it is neither an RBI or IRDAI requirement to have HRMS systems hosted on MeitY certified public cloud. We request for removal of the phrase "on MeitY certified public cloud" from this requirement since SaaS solutions can be deployed on various types of cloud and being hosted on MeitY certified public cloud does not demonstate solution maturity.

b) A key aspect of solution maturity is tenure. Given the fact that LIC is looking for an HRMS solution for a tenure of 8 years, there should also be scoring based on how long a particular solution has been in use in the given organizations that are being provided as a reference. In India it is a well known fact that most SaaS solutions are replaced in about 3 years due to shortcomings in the solution and the vendor's capabilites. As part of solution maturity, LIC should also be giving weightage to the length of the tenure of solution after go-live in the relevant organizations given that the tenure of this contract is 8 years. | No change in RFP terms |
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533	118	6.6 Payment schedule	The subscription price for solution: Quarterly basis Total user subscription cost not given at one go, as the Go-Live phase will be live after 8 months of issuance of PO. Maximum of 1000 user licenses shall be consumed during the initial 8 months implementation period On the submission of technical bid, mention the subscription cost for all the employees of the organisation	1000 Users license during implementation is very low and the performance during testing cannot be measured correctrly. Also how to you plan to migrate data of 150000 users with a licenses of only 1000 users.	No change in RFP terms
534	23	Part 3 - 2	The bidder should be in existence for a minimum period of 5 years in India as on 31.3.2023.	In case of a SaaS offering the stability and credentials of the OEM are equally if not more important than that of the bidder since it is the responsibility of an OEM in a SaaS setup to host, maintain, patch and update as well as provide general monitoring and security capabilities for the SaaS application throughout the 8 years of the contract and hence we believe that this should also include the OEM to reduce risk for LIC and be restated to say "The bidder and OEM both should be in existence for a minimum period of 5 years in India as on 31.3.2023."	No change in RFP terms

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| 535 | 23 | Part 3 - 3 | The Bidder should have a positive net worth as on 31.03.2023. | In case of a SaaS offering the stability and credentials of the OEM are equally if not more important than that of the bidder since it is the responsibility of an OEM in a SaaS setup to host, maintain, patch and update as well as provide general monitoring and security capabilities for the SaaS application throughout the 8 years of the contract and hence we believe that this should also include the OEM to reduce risk for LIC and be restated to say "The Bidder and OEM both should have a positive net worth as on 31.03.2023. " | No change in RFP terms |
| 536 | 23 | Part 3 - 4 | The Bidder should be a profitable organization based on profit before tax (PBT) for at least 03 (three) out of the last 05 (five) financial years | In case of a SaaS offering the stability and credentials of the OEM are equally if not more important than that of the bidder since it is the responsibility of an OEM in a SaaS setup to host, maintain, patch and update as well as provide general monitoring and security capabilities for the SaaS application throughout the 8 years of the contract and hence we believe that this should also include the OEM to reduce risk for LIC and be restated to say "The Bidder and OEM both should be a profitable organization based on profit before tax (PBT) for at least 03 (three) out of the last 05 (five) financial years " | No change in RFP terms |

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| 537 | 23 | Part 3 - 5 | The Bidder must have an average annual turnover of minimum Rs. 500 crores per annum during the last 02(two) financial year(s) i.e., FY22-23 and FY21-22. For start-ups/MSEs, the Bidder must have an average annual turnover of minimum Rs. 5 crores per annum during the last 02 (two) financial years i.e., FY22-23 and FY21-22. | In case of a SaaS offering the stability and credentials of the OEM are equally if not more important than that of the bidder since it is the responsibility of an OEM in a SaaS setup to host, maintain, patch and update as well as provide general monitoring and security capabilities for the SaaS application throughout the 8 years of the contract and hence we believe that this should also include the OEM to reduce risk for LIC and be restated to say "The Bidder and OEM both must have an average annual turnover of minimum Rs. 500 crores per annum during the last 02(two) financial year(s) i.e., FY22-23 and FY21-22. For start-ups/MSEs, the Bidder and OEM both must have an average annual turnover of minimum Rs. 5 crores per annum during the last 02 (two) financial years i.e., FY22-23 and FY21-22. " | No change in RFP terms |

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538	24	Part 3 - 6	The proposed solution deployed on MeitY approved public cloud in India should have implemented / be under implementation Human Resource Management Systems in Insurance Companies/ Scheduled Commercial Bank/ Public Sector Undertakings/ Government Undertakings/Autonomous Bodies / Listed Public Companies in India having minimum 30,000 users and minimum 2 such clients, during the last seven years with following major features/modules, at-least 6 (six) modules i. Employee Management ii. Attendance and Time Management iii. Recruitment and Onboarding iv. Training and Development v. Performance Management vi. Payroll Management vii. Benefits Administration viii. Reporting and Analytics ix. Mobile App x. Custom workflow based systems	a) Most large organizations in India still do not host their HRMS on MeitY approved public cloud since there are no regulations necessitating them to do so. Given that we believe this clause is related to proving the viability and stability of the solution, being deployed on a MeitY approved public cloud should not be a pre-requisite. We understand that LIC may want to have it's HRMS solution hosted on a MeitY approved public cloud and we are happy to oblige in that regard however we request that the requirement to have client references only from those who are deployed on MeitY approved public cloud be dropped from this particular requirement. b) We also believe that 30,000 users is an arbitrary and unusually low number of users to ask for in this requirement given that LIC may have upwards of 1,50,000 users (98,000 employees and 52,000 pensioners) and a solution that is proven to work for 30,000 users could potentially struggle to scale up to work for 1,50,000 users. To mitigate LIC's risk we propose that the minimum number of users in this requirement be increased to at least 1,00,000 users. c) Payroll can be etremely complex and can struggle to perform at scale when it comes procesing large volumes of data (pay heads, components, payees, etc). To	No change in RFP terms

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				mitigate risk for LIC we believe that there should also be an separate and indepentent clause requiring client references of deployment of the payroll component of the solution for at least 2 clients with more than 1,00,000 users.	

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539	23	PART 3 : Eligibility Criteria	The Bidder must have an average annual turnover of minimum Rs. 500 crores per annum during the last 02(two) financial year(s) i.e., FY22-23 and FY21-22. For start-ups/MSEs, the Bidder must have an average annual turnover of minimum Rs. 5 crores per annum during the last 02 (two) financial years i.e., FY22-23 and FY21-22.	As this will be a large contract for bidder, LIC should only consider partners with strong financials. We request the minimum average annual turnover to be increased from INR 500 Cr to INR 1000 Cr during the last two financial years	No change in RFP terms
540	258	18.2 Termination and reduction for convenience	LIC may, at any time, by a prior written notice of one week, terminate the contractor and / or reduce the scope of the Services.	We requet removal of this clause from the RFP	No change in RFP terms
541	General	NA	Analyst Reports	For this massive HRMS projects, LIC should only reputed OEMs. Independent Analyst reports should also be one of the Techical Scoring parameter in this RFP.	No change in RFP terms

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542	97	6.3.11 OEM engagement/ OEM Support:	Proposed team must include 3 resources from the OEM, who are on the payroll of the OEM (as defined below) who have to be mandatorily deployed onsite full time at LIC office as per the following specifications- Profile i. One Technical solution architect (12+ years relevant work experience) AND ii. Two Product functionality experts (8+ year relevant work experience) Duration i. Minimum duration of 15 months or up to go live of all modules (whichever is later). AND ii. During Hyper-Care, which will end after completion of 3 months from the go-Live of each phase	SAP HRMS solution is a mature solution and does not require our own resources to be deployed for the project. We will partner with Implementation Partner who have certifiied SAP resources and does not need to depend on OEM. SAP Treasury implementaiton at LIC was completely managed by our certified Implementation Partner	No change in RFP terms
543	Functional Requireme nts - Org People Emp Record Mgmt	130	Whatsapp/ Telegram integrations for notifications, approvals, followups etc. across all modules	Please change this to "in-app" mobile notifications. Why should LIC have dependency on third party apps like whatsapp/telegram for notifications.	No change in RFP terms

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544	Functional Requireme nts - Attendance Leave Mgmt	NA	Generic Policy Questions	Are the Leave policies LE specific?	Incomplete Query
545	Functional Requireme nts - Perfomanc e	1	Ability to define the company's vision & mission with a provision to cascade them down to the org goals	How are you managing employee performance currently? Online or Offline?	Online
546	Functional Requireme nts - Perfomanc e	46	Can the employee or the manager attach documentary evidences for respective goals (multiple file types should be supported)	General File types that you are looking for?	PDF, PPT, Word, Excel
547	Functional Requireme nts - Payroll Processing	172	Ability of integration with PF trust to view passbook of PF trust	Where will PF trust be managed? The treasury part of the trust is managed somewhere else?	PF Trust will be managed by LIC
548	Functional Requireme nts - Reports Analysis MIS	114	Ability to create a roster around Source wise hiring summary	What are your present sources - do you integrate with Social Media Platforms?	Presently, there is no integration with Social Media Platforms

549	Functional Requirements - Payroll Processing	13	Support calculation of different allowances based on user defined criteria	Do you need the allowances to be considered for payroll calculations or the process of adding allowances to the employee salary basis criteria such as basis location, region, grade etc.	Proposed solution should allow allowances to be added to the payroll calculation of the employee basis criteria such as location, region etc
550	Functional Requirements - Recruitment and On-Boarding	43	Capability to re-calculate the vacancies and probable candidates with different options for promotion policy modelling	Can you explain this requirement?	Proposed solution should be capable of predictive analysis on promotion numbers and calculate probable vacancies based on the same
551	Functional Requirements - Payroll Processing	14	Capability to arrive at outer limit of salary for a given employee and check for variation beyond certain user defined percentage and generation of exception report on such occurrence	The outer limit will be defined by users or the expectation is for the system to arrive at outer limit?	Proposed Solution should have the ability for both
552	Functional Requirements - Recruitment and On-Boarding	62	Screener functionality with CTQ - Critical to Qualify for screening	Is this requirement related to test scores or interview scores of the candidates? Can you explain the logic behind this requirement?	Requirement could be related to either test scores or interview scores
553	Functional Requirements - Payroll Processing	50	Support payment of subsistence allowance in case of suspended employees and facility for rephrasing various staff loans when on loss of pay and suspension	Need more clarification on this	Requirement is self explanatory

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554	Functional Requirements - Recruitment and On-Boarding	51	Ability to skip, auto-escalate, auto-approve, auto-reject custom flows	Can you explain few scenarios here?	Requirement is self explanatory
555	Functional Requirements - Payroll Processing	15	Ability to define various pay elements like earnings and deductions using a rules based framework	Need more clarification on this	Requirement is self explanatory
556	Functional Requirements - Payroll Processing	17	Capability to group individual earning and deductions and link them to employees as per their eligibilities	Need more clarification on this	Requirement is self explanatory
557	Functional Requirements - Payroll Processing	59	Facility for calculation and payment of officiating allowance and temporary special pay as per no. of days that employee has officiated	Need more clarification on this	Requirement is self explanatory
558	Functional Requirements - Payroll Processing	72	The system should support for all statutory reports/tax returns, based on, but not limited to Classification of Taxes, Accounting entity, location/branch, state and nature of transaction (User modifiable format)	Need more clarification on this	Requirement is self explanatory

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559	Functional Requirements - Payroll Processing	97	Capturing the daily employee wise bill payment details in to thedatabase and deducting the consolidated amount at the end of themonth from employee's salary or Issue of Smart cards to the staffmembers so as to allow them to pay the bills through the card	Need more clarification on this	Requirement is self explanatory
560	Functional Requirements - Payroll Processing	98	Automatic stopping of HRA in case of leased accommodation or staff quarters	Need more clarification on this	Requirement is self explanatory
561	Functional Requirements - Payroll Processing	102	Automatic update of salary database for changes in employee record without interfering with salary processing (eg promotions in the middle of month)	Need more clarification on this	Requirement is self explanatory
562	Functional Requirements - Org People Emp Record Mgmt	132	SR Number (For new employees who are on probation should be provided with a temporary number which can be shifted later to a permanent SR Number)	Please clarify this requirement in details	Requirement is self explanatory
563	35	Technical Criteria and Scoring - Feedback	Client Reference – Quality of Feedback (For implementation and solution deployed)	We request of LIC to share more details on how feedback quality will be scored.	Scoring will be at LIC's discretion

564	Functional Requireme nts - Payroll Processing	22	Support main, supplementary and partial payroll run	Please specify what is the meaning of supplementary and partial payroll run	Supplementary and partial payroll runs are used during multiple scenarios, example-wage revision
565	Functional Requireme nts - Org People Emp Record Mgmt	24	Ability to overwrite/reverse sync position structure with org structure	Kindly clarify with more details.	Synchronization issue between organisation chart and position organisation chart
566	Functional Requireme nts - Attendance Leave Mgmt	19	Ability to trigger notification on continuous X days of working without any break	What should be the notifications and for which stakeholders? Is there any action expected to follow the notifications?	System should be configurable to handle the requirement
567	Functional Requireme nts - Org People Emp Record Mgmt	44	Ability to create Probation and Notice Period in months instead of Days	Different months have different days that are uneven. This may have an impact on confirmation time and balance F&F payout calculation. How do you address this issue? Please give with examples	System should be configurable to handle the requirement
568	Functional Requireme nts - Attendance Leave Mgmt	203-204	Ability to enter details of strike whenever occurs, and display of an alert message wherever the strike coincides with the leave of the employee.	Does the strike happen at any of the office locations only? Please share details	System should be configurable to handle the requirement

569	Functional Requirements - Talent Mgmt	48	Ability to have custom rating scale measured on length, scale markers and objective %age	Please explain the requirement in detail	System should be configurable to handle the requirement
570	Functional Requirements - Perfomance	51	Automatic approval routing inclusive of the dotted line supervisor. Ability to have dotted line manager add performance input and perform standard performance review managerial functions for the employee.	How many levels of approvers / appraisers are expected in the system?	System should be configurable to handle the requirement
571	Functional Requirements - Perfomance	53	Does the system allow to change the reviewer/appraiser in case of transfer and resignations or change in positions.	What happens in your performance process in case the appraiser gets changed? Do you create a new form?	System should be configurable to handle the requirement
572	Functional Requirements - Attendance Leave Mgmt	NA	Generic Policy Questions	How many types of mandated Absences/Leaves?	System should be configurable to handle the requirement
573	Functional Requirements - Attendance Leave Mgmt	NA	Generic Policy Questions	How many Combinations of Shifts & Schedules?	System should be configurable to handle the requirement
574	Functional Requirements - Perfomance	71	Ability to set the frequecy of Performance Review for specialised posts	What is the desired frequency of reviews across all levels? What is the format of reviews (feedback, ratings)?	System should be configurable to handle the requirement

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575	14	1.3 Tentative Schedule of Events (Timelines)	Presentation Start Date (in-person):	Seek clarification on the agenda of the presentation and time allocated for each bidder.	This will be a formal introduction between the bidder and the LIC team. This will only be for bidders who had nominated for the same during pre bid meeting. This meeting bears no evaluation.
576	Functional Requireme nts - Perfomanc e	55	System should provide flexibility to the moderation committee members to change the rating of appraisee to achieve the desired bellcurve.	Do you also require 9-box grid mechanism for talent review?	Yes
577	Non-Functional requiremen ts - Infra and Security requiremen ts tab	198	ISO Certification - SOC 1, 2, 3 SSAE/SOC ISO 27017 –18	Please confirm that you are looking for the following: SSAE 18 SOC1, SOC2 and SOC3 as well as ISO 27017 and ISO 27018 certifications/audits	Yes
578	Functional Requireme nts - Perfomanc e	65	Can the system allow external access to the employee and external manager to manage performance of employees on deputation?	What is meant by External Access here? Does this mean access of system outside of LIC offices?	Access of system outside of LIC offices
579	Functional Requireme nts - Attendance Leave Mgmt	202	Ability to replace system triggered leaves in bulk	Please explain the requirement in detail	Approving leaves in bulk

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580	Non-Functional requirements - Infra and Security requirements tab	18	Can you integrate fully with the Government of India approved Certificate Authorities to enable LIC to use the Digital Certificates / Digital Signatures	For which use case would an integration with GoI approved CAs be required for usage of Digital Certificates/Signatures in the solution?	As per LIC requirements
581	Functional Requirements - Attendance Leave Mgmt	22	Ability to add a night shift flag in the Attendance reports	What is the purpose of night shift flag in reports? Request details	As per LIC requirements
582	Functional Requirements - Recruitment and On-Boarding	36	The system should facilitate LIC to go for E - Recruitment of all classes and types of employees	What is E-Recruitment and what are the classes of employees expected to be recruited from here?	As per LIC requirements
583	Functional Requirements - Org People Emp Record Mgmt	45	Ability to profile Project with a project code and map it with a project head.	Please explain the purpose of this requirement with examples and how to org structure mapping link to project and project codes	As per LIC requirements
584	Functional Requirements - Perfomance	47	Does the system support electronic signatures?	Please state the purpose of electronic signatures in performance management	As per LIC requirements

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585	Functional Requirements - Perfomance	47	Does the system support electronic signatures?	Are you looking for Electronic Signatures in Performance forms? Can you share the usecase here?	As per LIC requirements
586	Functional Requirements - Perfomance	86	Ability to define milestone/subgoals across a goal and track their progress over the course of review cycle	What is the logic used to capture milestones?	As per LIC requirements
587	Functional Requirements - Org People Emp Record Mgmt	131	OCR for Identifying docs - PAN, Aadhar, etc.	Please clarify why is OCR required for critical documents like Aadhar/PAN when maker checker system is most of the times required for updation of such data.

Also as per MeitY guidelines, Aadhar numbers should not be stored in an HRMS and should be stored only in an Aadhar Data Vault. | As per LIC requirements |
| 588 | Functional Requirements - Perfomance | 141 | Generation of note, presentation, to Appellate Authority and communication of decision of competent authority. | Can you explain on the process of this requirement? | As per LIC requirements |
| 589 | Functional Requirements - Org People Emp Record Mgmt | 77 | System validation of bank name and IFSC code | Please explain in detail this requirement | Bank names and IFSC codes of employees should be validated at the time of saving |

590	Functional Requirements - Training LMS	27	Provision to generate multilingual letters for training	What are the languages in reference?	Bilingual - Hindi and English
591	Functional Requirements - Attendance Leave Mgmt	NA	Generic Policy Questions	What are the modes of attendance in place (Web, Mobile, Biometric?	Biometric device
592	Functional Requirements - Payroll Processing	11	Capability to run multiple payrolls in a single instance	Do you mean parallel payroll runs in batches or different payroll runs for different groups of employees at the same time	Both
593	Functional Requirements - Payroll Processing	18	Calculation of overtime and linking such payments with Income Tax calculation	System should calculate overtime hours or the overtime value	Both
594	Functional Requirements - Payroll Processing	12	Support to define pay structure at various levels	Can you please define what is the meaning of levls in this context	Cadre/Class/Grade
595	Functional Requirements - Recruitment and On-Boarding	99	My interviews tab available for all interviewers to track all their interviews schedules and feedbacks - Schedule video interviews	What is your video interviewing tool today?	Cisco Webex

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596	14	1.3 Tentative Schedule of Events (Timelines)	Commercial Bid of technically qualified bidders only will be opened on subsequent date	Seek clarification on when will the Commercial Bid be opened for technical qualified bidders.	Date will be communicated to qualified bidders.
597	Functional Requireme nts - Perfomanc e	2	Ability to set custom scorecards/goal categories (Eg: Balance scorecard or variation of balance scorecard)	How many types of goal categories in place?	Details to be shared with the successful bidder.
598	Functional Requireme nts - Perfomanc e	2	Ability to set custom scorecards/goal categories (Eg: Balance scorecard or variation of balance scorecard)	What are the different performance approches in the system? Eg: balance scorecard, OKR?	Details to be shared with the successful bidder.
599	Functional Requireme nts - Attendance Leave Mgmt	5	Ability to define the minimum required duration to calculate over-time	What is the overtime policy in place?	Details to be shared with the successful bidder.
600	Functional Requireme nts - Perfomanc e	2	Ability to set custom scorecards/goal categories (Eg: Balance scorecard or variation of balance scorecard)	Can you give us an example of a variation of Balance Scorecard configured by you	Details to be shared with the successful bidder.
601	Functional Requireme nts - Training LMS	29	Facility to inititate live class trainings on the go (standalone, google meet, etc.)	What are the collaboration tools except GoogleMeet at LIC?	Details to be shared with the successful bidder.

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602	Functional Requirements - Perfomance	29	Ability to configure achievement-based Auto rated goals	What is the achievement based rating logic used at LIC currently?	Details to be shared with the successful bidder.
603	Functional Requirements - Perfomance	30	Ability to integrate with CRM/BI system to fetch achivement against goal IDs	What are the CRM/BI tools in place?	Details to be shared with the successful bidder.
604	Functional Requirements - Attendance Leave Mgmt	33	Ability to create short leave policy	What is the pre-requisite for a short leave?	Details to be shared with the successful bidder.
605	Functional Requirements - Talent Mgmt	36	Ability to define standard proficiency examples and benchmarks for the competency so selected and rating model attached	Please share the rating model	Details to be shared with the successful bidder.
606	Functional Requirements - Talent Mgmt	22	Ability to identify and flag critical roles and incumbents for which succession planning is to be enabled	What is the current process to handle critical positions?	Details to be shared with the successful bidder.
607	Functional Requirements - Payroll Processing	23	Audit trails to capture batch modifications to employee payroll information	is this through batch program updates to payroll data? What auit trail is expected in payroll for batch updates? The audit trail should be in the source system which is updating payroll through natch jobs?	Details to be shared with the successful bidder.

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608	Functional Requirements - Recruitment and On-Boarding	37	The system should allow provision of special recruitment for Minorities/SC/ST/OBC/Physically challenged/Sports Quota etc including relaxations to the recruitment criteria	Could you share few logic/rules under consideration to ensure system fitment?	Details to be shared with the successful bidder.
609	Functional Requirements - Perfomance	39	Does the system allow assigning behavioural competencies proficiency level according to job family of the employee?	Is there a competency framework in place?	Details to be shared with the successful bidder.
610	Functional Requirements - Perfomance	8	Competency/values - Define set of values / competencies for each level.Configurability in the system in terms of choosing whether to make rating against values mandatory or not	Can you share few details on your Competency/Value Structure?	Details to be shared with the successful bidder.
611	Functional Requirements - Talent Mgmt	8	Ability to map and track vendors, programs and learning activities	What are the vendors in reference?	Details to be shared with the successful bidder.
612	Functional Requirements - Training LMS	8	Creation of courses – The trainers must be able to select the various modules created by the vendor and assign them to a particular course.	What are the content vendors in reference?	Details to be shared with the successful bidder.

613	Functional Requirements - Perfomance	45	Can the system take inputs from business systems to generate real-time performance reports for frontline sales staff? The business system will provide actual performance data which should be compared in HRMS with budget performance data and displayed as dashboard/report. Sample report is attached for reference.	What is the performance appraisal process for the Sales Org?	Details to be shared with the successful bidder.
614	Functional Requirements - Perfomance	45	Can the system take inputs from business systems to generate real-time performance reports for frontline sales staff? The business system will provide actual performance data which should be compared in HRMS with budget performance data and displayed as dashboard/report. Sample report is attached for reference.	What are the systems in reference? Can you share a sample template (empty with just labels)?	Details to be shared with the successful bidder.
615	Functional Requirements - Attendance Leave Mgmt	47	Can the system interlink with biometric attendance system and automatically update leave record of the employee?	What kind of biometric system are you using currently? What is the file output CSV, XML?	Details to be shared with the successful bidder.
616	Functional Requirements - Payroll Processing	10	Support multi language, Unicode supported functionality	Which languages are required	Details to be shared with the successful bidder.

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617	Functional Requirements - Perfomance	12	Ability to have custom rating scale measured on length, scale markers and objective %	Can you please share rating scale and scoring logic?	Details to be shared with the successful bidder.
618	Functional Requirements - Recruitment and On-Boarding	14	External Recruiter management	Who are External Recruiters being referred here? Are they Agencies?	Details to be shared with the successful bidder.
619	Functional Requirements - Training LMS	58	Track and schedule courses for both in-house and external courses.	How are external certification trainings administered? Is there a fees associated with this?	Details to be shared with the successful bidder.
620	Functional Requirements - Perfomance	62	Ability to draw a Performance Matrix/ Job Matrix and map Key Responsibility Areas for each employee (individual goal setting) position in the institution based on the Matrix.	Can you explain a bit on either of these matrices and what is the output of this matrix?	Details to be shared with the successful bidder.
621	Functional Requirements - Training LMS	62	Conduct online tests – The solution must support creation of online question banks and administration of online tests. The solution must support creation of tests with random selection of questions.	Are these tests conducted via any assessment vendors? If yes, please mention vendor names. If No, would you be open to integrate with assessment vendors?	Details to be shared with the successful bidder.

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622	Functional Requirements - Employee Engagement	64	R & R Insights: - Company Budget Estimate - Budget Allotted - Budget Used (Points Rewarded) (Select Program) Budget Estimate - Program Budget Estimate - Budget Allotted - Budget Used (Points Rewarded) (Select Badge) - Badge Budget Estimate - Budget Allotted - Budget Used (Points Rewarded)	What is your present R&R platform?	Details to be shared with the successful bidder.
623	Functional Requirements - Payroll Processing	76	Increment processing & releasing of increment of employee to be made automatically.	where will the planning of increments and the decision on increments happen	Details to be shared with the successful bidder.
624	Functional Requirements - Attendance Leave Mgmt	81	Attendance capture via QR code based scanning	Is this requirement for a specific type of employee like field or candidates while attending some pre-boarding sessions?	Details to be shared with the successful bidder.
625	Functional Requirements - Attendance Leave Mgmt	82	Track productivity during WFH - track planned activities for each day and measure what is done against what's planned by EOD	Is there a specific format in which the daily tasks are measured? Please share details.	Details to be shared with the successful bidder.

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626	Functional Requirements - Perfomance	85	Flexibility to integrate with CRM/MIS to auto populate goal progress	How is the goal progress tracked on the CRM / MIS systems?	Details to be shared with the successful bidder.
627	Functional Requirements - Perfomance	85	Flexibility to integrate with CRM/MIS to auto populate goal progress	What are your present CRM/MIS systems?	Details to be shared with the successful bidder.
628	Functional Requirements - Recruitment and On-Boarding	94	Facility to maintain check list for authentication and acknowledgement of various aspects related to joining viz., medical reports, testimonials, caste certificates, other relevant certificates, etc.	Can you provide us a tentative list of certificates required? This will help us plan our configurations better	Details to be shared with the successful bidder.
629	Functional Requirements - Perfomance	97	Ability to define Custom Achievement Matrix for each goal	Can you explains this requirement?	Details to be shared with the successful bidder.
630	Functional Requirements - Perfomance	111	Ability to create custom forms for the employee or manager to fill during review stages. Form for employee could be different from manager	What are the details to be captured in this form?	Details to be shared with the successful bidder.
631	Functional Requirements - Recruitment and On-Boarding	118	Compilation of interview marks along with written marks	What are these marks based on?	Details to be shared with the successful bidder.

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632	Functional Requireme nts - Perfomanc e			How are achievements captured in these tools currently?	Details to be shared with the successful bidder.
633	Functional Requireme nts - Reports Analysis MIS	127	Job Opening Cost Analysis	What are the cost parameters that you're looking to track here?	Details to be shared with the successful bidder.
634	Functional Requireme nts - Perfomanc e	132	Frameworks/ scenario analysis for assessing promotions basis custom parameters	Please explain the requirement in detail	Details to be shared with the successful bidder.
635	Functional Requireme nts - Attendance Leave Mgmt	133	Ability to restrict or configure over-utlisation for each leave type	What is the leave utilisation policy?	Details to be shared with the successful bidder.
636	Functional Requireme nts - Perfomanc e	143	The system should record competencies and proficiency required for each job matching with the available competencies of employees. The system should make competency assessment on pre-designed metrics and should facilitate in all employee development initiatives like recruitment, training, succession planning, appraisals etc	What is the performance metric defined?	Details to be shared with the successful bidder.

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637	Functional Requirements - Perfomance	144	Ability to generate performance letters and triggering the same to employee for acceptance.	Is merit planning tied to performance management currently? How are the increments decided?	Details to be shared with the successful bidder.
638	Functional Requirements - Payroll Processing	160	Does the system allow configuring & entry of sales incentive for Development Officer (DO, Class II) for all branches – with capability to view, analyze data?	The requirement is for the system to calculate the sales incentive and then process it in payroll or just payroll processing? Where are the incentives defined, what are the various rules for incentives calculation? Where will incentives be defined?	Details to be shared with the successful bidder.
639	Functional Requirements - Payroll Processing	176	Ability to reflect the invoice of LIC HFL (Housing Finance Ltd) in the deduction of the employee	Need more clarification on this	Details to be shared with the successful bidder.
640	Functional Requirements - Payroll Processing	177	Ability to generate report for LIC HFL deduction	Need more clarification on this	Details to be shared with the successful bidder.
641	Functional Requirements - Recruitment and On-Boarding	184	Ability to integrate with BGV partners of choice	Who are your present BGV Vendors?	Details to be shared with the successful bidder.
642	42	Part 5.1	Overview of the Current State	Are any of existing applications going to be replaced as part of HRMS implemntation or all of these will co-exist with HRMS. Kindly clarify which applications will be replaced and which will remain and co-exist	Existing HRMS applications to be replaced by the proposed solution.

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643	Functional Requireme nts - Attendance Leave Mgmt	115	Ability to entitle Leave based on Group Date of Joining	Please explain the requirement in detail	Group date of joining is when multiple joinings happen on the same day
644	Functional Requireme nts - Payroll Processing	95	Payment of conveyance, entertainment, NewspapersTelephone and other expenses to staff	Where will employees raise these expense claims?	In the Proposed HRMS Solution
645	Functional Requireme nts - Payroll Processing	51	Support reimbursement with regard to conveyance, Payment of deputation allowance, etc.	Where will the employees raise reimbursement requests?	In the Proposed Solution
646	Functional Requireme nts - Reports Analysis MIS	126	Job Group Movement Analysis	Can you explain on this requirement?	Internal movements within LIC
647	42	Part 5 c ii	Organisation of Sports Events	Please elaborate in detail on: a) What is currently being done here with use case What is the expecation from HRMS to fulfill this? Please explain with help of use case?	Refer to the Scope and Functional Requirements Document by LIC
648	42	Part 5 c iii	Official Language Implementation	Please elaborate in detail on: a) What is currently being done here with use case What is the expecation from HRMS to fulfill this? Please explain with help of use case?	Refer to the Scope and Functional Requirements Document by LIC

649	42	Part 5 c iv	Library Services	Please elaborate in detail on: a) What is currently being done here with use case What is the expecation from HRMS to fulfill this? Please explain with help of use case?	Refer to the Scope and Functional Requirements Document by LIC
650	42	5.1	Following is the office hierarchy of LIC.	What is MDC?	MDC refers to Management Development Center-Training Center
651	43	3.1	Exchange of Officers Scheme	Does it mean transfer of employees between branches, location, zones, departments, etc? How are these process done manually?	Details to be shared with the successful bidder.
652	43	3.2	ForeignPostings	How are these process done manually?	Details to be shared with the successful bidder.
653	44	5.1	Training (including management of the Corporation's training establishments)	What is being done in these areas currently? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
654	44	5.2	Domestic External Training	What is being done in these areas currently? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
655	44	5.3	Corporation's Training Institutes	What is being done in these areas currently? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
656	44	5.4	External Institutions in India	What is being done in these areas currently? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
657	44	5.5	Foreign Training	What is being done in these areas currently? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
658	45	6.16	Meal Coupons / Sodexo	What is being done in these areas currently? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.

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659	45	7.1	Voluntary Retirement / Resignation	What is the policy for this and how is it currently being managed? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
660	45	7.2	Retirement Reviews and Final Retirement	What is the policy for this and how is it currently being managed? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
661	45	7.3	Employee Exit Interview	What is the policy for this and how is it currently being managed? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
662	45	7.4	Suggestions and Feedbacks	What is the policy for this and how is it currently being managed? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
663	45	7.5	Permanent Separation	What is the policy for this and how is it currently being managed? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
664	45	7.6	Pension Management	What is the policy for this and how is it currently being managed? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
665	46	7.7	Queries management	What is the policy for this and how is it currently being managed? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
666	46	7.8	Pension	What is the policy for this and how is it currently being managed? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
667	46	8.5	Miscellaneous Administrative Functions	What is the policy for this and how is it currently being managed? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.

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668	46	8.6	Issue of ID Cards and visiting cards	What is the policy for this and how is it currently being managed? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
669	46	8.7	Issue of NOC for Passport, etc.	What is the policy for this and how is it currently being managed? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
670	46	8.8	Compiling information on Legal cases	What is the policy for this and how is it currently being managed? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
671	46	8.10	Initiation of legal proceedings and monitoring of HR related cases.	What is the policy for this and how is it currently being managed? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
672	46	8.11	Document Management – Digitization of documents	What is the policy for this and how is it currently being managed? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
673	46	9.1	Competency Management	What is the policy for this and how is it currently being managed? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
674	46	9.2	Succession Planning	What is the policy for this and how is it currently being managed? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
675	47	9.3	Manpower Planning	What is the policy for this and how is it currently being managed? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
676	47	9.4	Recruitment	What is the policy for this and how is it currently being managed? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.

677	47	10.1	Allotment of the Corporation's Staff Quarters	What is the policy for this and how is it currently being managed? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
678	47	10.2	Booking of the guest house	What is the policy for this and how is it currently being managed? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
679	47	10.5	Housing Loan	What is the policy for this and how is it currently being managed? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
680	47	11.3	Sodexo / Meal Coupon Payment	What is the policy for this and how is it currently being managed? E.g. Approval matrix, process flow, expcetions, policy	Details to be shared with the successful bidder.
681	48	5.2 e	To use a Web enabled centralized solution (bilingual – English & Hindi) with security features that helps the LIC achieve the objectives of operational efficiency, streamlined process and workflow automation in respect of HR functions.	Is Hindi language mandatory like a showstopper to this RFP?	Bilingual solution is a desired requirement

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682	48	5.2 h	The Selected bidder should integrate the HRMS with LIC's ERP (eFEAP) to ensure all entries made in HRMS pertaining to accounting such as payroll, staff loans, repayments, prepayments, leave encashment, advance, festival advance, etc. are replicated in the ERP. Further the new applications should be able to interface with systems like Enterprise data warehousing, document management system, eFEAP,Portal/Intranet, CRM, Financial Management system, Email and SMS Server etc.	Please elaborate Scope of Integration	Details to be shared with the successful bidder.
683	49	5.2 s	Provide end-user IT support, impart the required training to the LIC's Officers for operating the proposed HR applications.	Which group of LIC officers?	Details to be shared with the successful bidder.
684	50	5.2 aa	The Bidder shall be responsible for extractions, validations and migration of entire legacy data from the existing systems to new HRMS system by the Bidder before going-live with proper validations, controls and consistency checks in coordination with respective departments.	For those data in pen and paper format how will LIC support in digital conversion?	Details to be shared with the successful bidder.
685	50	5.2 cc	Conduct digitization of contents for knowledge management.	For those data in pen and paper format how will LIC support in digital conversion?	Details to be shared with the successful bidder.

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686	52	5.3	….. The bidder shall carry out all customizations related work at the premises of LIC.	How is this possible when it is SaaS?	No change in RFP terms
687	53	6.1 e	Technical training assistance and knowledge transfer to existing LIC personnel for system and enhancements	Why does LIC expect OEM to do this when they are anyways going to maintain it?	No change in RFP terms
688	54	6.1 m	Over and above India Operations, the bidder has to ensure that the specified modules (Performance Management System, Learning Management System, and any other specified to the Bidder by LIC) in the proposed solution should be made available for LIC employees in its foreign offices as well. The remaining modules may have to be extended to these employees in the future as per business need. List of Foreign Offices are mentioned in Annexure Y.	What are the LMS requirements?	Refer to Functional Requirements Document by LIC for general LMS requirements.Requirements specific to Foreign offices will be shared with successful bidder
689	61	6.3.2.1 ccc	Various nominations for various benefits given by LIC"	Please elaborate on the various benefits given by LIC.	Details to be shared with the successful bidder.
690	64	6.3.2.2 r	Providing Front end screens to mark Employees on strike. Provide list of employees of the branch and provide select all feature. On clicking update all employees should be marked as on strike/ special leave	Please share policy, process and workflow	Details to be shared with the successful bidder.

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691	65	6.3.2.4.2 d	System to have the ability to suggest internal candidates based on success profile for a critical	Incomplete sentence	Kindly refer to the Corrigendum uploaded
692	72	6.3.2.7.5 d	Trust payments (GRATUITY, ARB, PF etc) computation of pension to the employee to automatically flow in from data provided by TRUST department. These fields will be non-updatable by employee/ supervisors, amount will be input only by trust department / Trust Module.	Please share policy, process and workflow	Details to be shared with the successful bidder.
693	74	6.3.2.10 g	Creation of courses – The trainers must be able to select the various modules created by the Bidder and assign them to a particular course.	Please elaborate on why the expectation is that bidder will create modules.	Details to be shared with the successful bidder.
694	75	6.3.2.10 x	Undertake a course – The system should allow the participant to browse through the course contents using a friendly navigation interface and also have the facility to save course progress so that the participant can continue from the break point on next l	Incomplete sentence	Kindly refer to the Corrigendum uploaded
695	75	6.3.2.10 dd	Provision to send timetable of the course to employee via mail to get confirmation for the attendance of employee for the	Incomplete sentence	Kindly refer to the Corrigendum uploaded
696	76	6.3.2.10 pp	Maintenance of course fees paid to external training institutes	Please share policy, process and workflow	Details to be shared with the successful bidder.

697	76	6.3.2.10 uu	Provision to evaluate post - training utilization	Please share policy, process and workflow	Details to be shared with the successful bidder.
698	76	6.3.2.10 yy	Ability to view seat utilization by various offices of LIC at each of the training establishments	Please share policy, process and workflow	Details to be shared with the successful bidder.
699	76	6.3.2.10 ccc	Ability to capture details of honorarium paid to guest faculty	Please share policy, process and workflow	Details to be shared with the successful bidder.
700	76	6.3.2.10 ddd	Maintaining a panel of guest faculty with various specializations with their biodata and address, telephone no., email id.	Please share policy, process and workflow	Details to be shared with the successful bidder.
701	76	6.3.2.10 hhh	The questionnaires should allow us to randomized questions and answers both to help prevent users from copying answers from others or memorizing questions and answers to share with others.	Please share policy, process and workflow	Details to be shared with the successful bidder.
702	77	6.3.2.10 jjj	The system should allow using of formulas to calculate questionnaire Scores like summation, percentage or average	Please share policy, process and workflow	Details to be shared with the successful bidder.
703	77	6.3.2.10 ttt	System should allow provision to monitor retention of employees in the area trained	Please share policy, process and workflow	Details to be shared with the successful bidder.
704	79	6.3.2.12 j	Integration with Core to take care that when the number of claims are very high no time lag is introduced in payment or bring down the Core system.	Please share policy, process and workflow	Details to be shared with the successful bidder.

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705	81	6.3.2.13 c	Trust payments (GRATUITY, ARB, PF etc) computation of pension to the employee to automatically flow in from data provided by TRUST department. These fields will be non-updatable by employee/ supervisors, amount will be input only by trust department / Trust Module.	Please share policy, process and workflow	Details to be shared with the successful bidder.
706	82	6.3.2.13 r	Ability to manage workflow for deployment of Funds of the Trust	Please share policy, process and workflow	Details to be shared with the successful bidder.
707	82	6.3.2.13 u	Data should automatically flow from trust module to the salary module for payment of F&F benefits. Income Tax should be computed accordingly. The trust module should provide the data in a fixed format and the same will be consumed by payroll.	Please share policy, process and workflow	Details to be shared with the successful bidder.
708	82	6.3.2.13 x	Preparation & Maintenance of the Agenda / minutes of the Trust meeting.	Please share policy, process and workflow	Details to be shared with the successful bidder.
709	82	6.3.2.13 aa	Ability to have Integrated system of Trusts, HRMS & Payroll. Integration with Core system.	Please share policy, process and workflow	Details to be shared with the successful bidder.
710	83	6.3.2.15 e	Ability of the system to create different concurrent workflows.	Please share policy, process and workflow	Details to be shared with the successful bidder.
711	85	6.3.2.18 c iv	Abilitytobook,cancelandcheckstat usofGuesthomeapplications	Please share policy, process and workflow	Details to be shared with the successful bidder.
712	86	6.3.2.18 d ii	Approve holiday home bookings	Please share policy, process and workflow	Details to be shared with the successful bidder.

713	86	6.3.2.18 e i	Ability to apply for Guest House Booking	Please share policy, process and workflow	Details to be shared with the successful bidder.
714	86	6.3.2.19 c	Ability to create custom forms using a simple drag and drop UI with customizable field types	Please share policy, process and workflow	Details to be shared with the successful bidder.
715	87	6.3.2.19 n	Ability to control form visibility at each stage level	duplicate point to pt. l	No change in RFP terms
716	87	6.3.2.19 o	Ability to set skip conditions to remove assignment redundancy in business process flows	duplicate point to pt. m	No change in RFP terms
717	87	6.3.2.19 aa	Ability to send tasks to both new and old managers / HODs / HRBPs/ Permission Admins	Please share policy, process and workflow	Details to be shared with the successful bidder.
718	87	6.3.2.19 ii	Dashboard for workflows	Please share for which policies, processes and workflows	Details to be shared with the successful bidder.
719		Row 45	Ability to assign multiple cost centres to employees	Please share policy, process and workflow	Details to be shared with the successful bidder.
720	97	6.3.12 e	Provide the capability to rapidly generate additional reports with an easy- to-use report writer tool/wizard.	Please provide expected report formats.	Details to be shared with the successful bidder.

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721	104	6.3.21 a	The Selected Bidder will be responsible for training LIC's employees in the areas of parameterization, implementation, security, operation and migration operation, management, error handling, system administration, etc. The training and knowledge transfer should at least cover the following areas: i. Functionality available in the solution ii. Product setup and parameterization iii. Impact analysis iv. Advanced user training v. Techniques of generating various MIS reports vi. Using all the auditing tools being provided vii. Developing new audit reports/tools in the proposed solution viii. System and Application administration ix. Log analysis and monitoring x. Techniques of generating various MIS reports/dashboards from the application xi. User management. xii. Application architecture and development. xiii. Advanced trouble shooting techniques.	Are these areas required in training? ii. Product setup iii. Impact analysis viii System and Application Administration xii. Application architecture and development xiii. Advanced Trouble shooting techniques xiv. Production Support Isn't the SaaS provider supposed to handle it	No change in RFP terms

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			xiv. Production support xv. Custom workflow management xvi. Database and data dictionary		
722	105	6.3.21 i	The Bidder should ensure that the end user training is scheduled and completed at least a week prior to Go-Live.	Shouldn't this be the accountability of the LIC Trainers who will be trained by OEM as per clause 6.3.21 h	No change in RFP terms

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723	105	6.3.21 j	The Bidder will be responsible for providing the users with the requisite training material and refresher courses in both hard, soft copies, e-learning courseware for the core team training, technical training, end user training and train the trainers. The onus of preparing the training material will be on the Bidder.	Please explain the users difference among - core team, teachnical training, end user training, and trainers	Details to be shared with the successful bidder.
724	109	6.3.22.2 h	UAT Test reruns shall be treated as any other UAT test activity and documented accordingly	Is this scenario expected after sign-off or before sign-off?	Scenario expected after each sign off
725	111	6.3.24 d	The bidder shall perform minimum four (04) parallel run of modules involving financial transactions (eg. – Payroll, benefits) before moving to Production stage.	Under which stage is this expected - 15 months of implementation or 3 months of Hyper-care period?	Implementation phase
726	118	6.6 h i	Managed services for hosting, network, and related system/platform software (including maintenance) and other payments related to support and maintenance: Quarterly basis at the end of each quarter	Please elaborate on the exepctations	Details to be shared with the successful bidder.

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727	118	6.6 h ii	The subscription price for solution: Quarterly basis Total user subscription cost not given at one go, as the Go- Live phase will be live after 8 months of issuance of PO. Maximum of 1000 user licenses shall be consumed during the initial 8 months implementation period On the submission of technical bid, mention the subscription cost for all the employees of the organisation	1) What does "not given at one go" mean? 2) Shouldn't the subscrption cost come in Commercial_Bid workbook?	Refer to Annexure T- Commericial Bid Format
728	118	6.6 i	In relation to operational schedules that are delivered at a fixed quarterly Fee or that are consumption-based, the Bidder shall invoice the fees due quarterly for the Services delivered in the previous calendar month.	What is to be invoiced here?	Subscription cost
729	118	6.6 j	The Bidder will ensure to follow a pre-defined template (e.g., names, cost centres codes, etc.) for the invoicing. The template will be defined and shared by LIC prior to the start of the invoicing by the Bidder.	Can the template be shared now?	Details to be shared with the successful bidder.

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730	120	7.2.1.1 c	For each Payment Cut which accrues against a key milestone, where the Bidder nevertheless achieves the Go-Live milestone on the applicable milestone date, in addition to the other milestone charges which the Bidder is entitled to invoice LIC for in the month in which such milestone is achieved, the Bidder shall additionally be entitled to invoice LIC, after formal approval from LIC, for a sum equal to: Each Payment Cut which accrued in respect of that separation phase milestone; less	What does ;less mean at the end of this sentence?	Refer to 7.2.1.1 c in conjunction with 7.2.1.1 d
731	120	7.2.1.1 d	Any reasonable additional third-party costs which have accrued for third parties which are managed suppliers, and which have accrued because of steps which LIC has reasonably and necessarily incurred directly because of the delay in achieving the milestone, and which have been notified to the Bidder but for the avoidance of doubt excluding any such costs which LIC has recovered elsewhere under the Contract. LIC shall use its reasonable endeavours to mitigate such costs and shall not be entitled to recover twice in respect of the same loss.	Please elaborate	Refer to Clause 7.2.1.1 c in conjunction with 7.2.1.1 d

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732	121	7.2.1.1 h	Notwithstanding anything contained above, no such penalty will be chargeable on the selected bidder for the inability occasioned, if such inability is due to reasons entirely attributable to LIC.	Delays due to partial attributable to LIC should also be forgiven	No change in RFP terms
733	122	7.2.1.2	Uptime percentage A >= 99.5% No Penalty 99.5% < A <99% 2% of cost of monthly charges 99% =< A <= 98.5% 5% of cost of monthly charges A < 98.5% Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly charges for every 0.1% lower than the stipulated uptime	What does monthy charges refer to? Is it only the subscription cost?	Yes,it refers to subscription cost
734	122	7.2.1.2 a	The above penalty shall be applied for each service separately. However the upper limit for performance level penalties is capped at 10% of invoice value for that quarter	Not quarter but 10% of invoice for that month	No change in RFP terms

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735	122	7.2.1.2	Service Level for Issue Resolution during Hyper-Care Support and Stable State Support Critical: Operations Stopped/ Total portal or Mobile App down i.e. Any problem due to which the entire system is inoperable. No user of any single channel can access the application Response Time: 15 min Resolution Time: 1 hour	Please allow for Response Time: 30 min and Resolution Time: 4 hours	No change in RFP terms
736	122	7.2.1.2	Service Level for Issue Resolution during Hyper-Care Support and Stable State Support High: Operations Restricted/ Impacted for a major service of portal/ Mobile App i.e. Any problem due to which the system is not entirely down, but some major functionality is, and no workaround for it is available or; Any incident which is classified as "Critical" for which an acceptable (by LIC) workaround has been provided Response Time: 1 hour Resolution Time: 4 hour	Please allow for Response Time 30 min and Resolution time 8 hours	No change in RFP terms

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737	123	7.2.1.2	Infrastructure Management Metrics 1. RTO during disaster for shifting to DC Service Level Object 4 hours Delay beyond 5 minutes to 10 minutes Rs 10 Lakh Delay beyond 10 minutes Rs 20 Lakh	Penalty is too high. Please reduce the amount.	No change in RFP terms
738	123	7.2.1.2	2. RPO during disaster for shifting to DC Service Level Object 15 minutes Rs. 20 Lakh per instance	Penalty is too high. Please reduce the amount.	No change in RFP terms

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| 739 | 124 | 7.2.1.4 | Penalties due to Migration Data Accuracy
The bidder shall guarantee 100 % accuracy for data migration. The Bidder shall be liable for liquidated damages if the data accuracy falls below 100%. The percentage shall be calculated as:
(Total no of error free records migrated)

---------------- *100
(Total no. of records migrated in that batch)
Penalty at the rate of Rs.1,00,000/- will be applied for every drop in 1% i.e., Rs.1,00,000/- if the data accuracy is below 100 % and Rs.2,00,000/- if the data accuracy is below 99% and so on for every % | Data accuracy also depends on quality of data received from LIC so burden needs to be shared.
So when is this penalty considered, after signoff and transfer to production instance? | No change in RFP terms |
| 740 | 125 | 7.2.1.5 | Penalty for failed UAT Test cases:
A total of 95% of all the test casesin UAT for every Service should be successful. Failing which there will be a penalty of Rs. 10,000/- per service. | Burden of UAT success rests on various LIC users while they are performing the UAT | No change in RFP terms |

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741			NA	In case LIC employees who are associated with the successful implementation of this project go on strike due to which bidder could not meet timelines then LIC shall indemnify bidder of all and any penalties whatsoever.	Refer to section 8.27 of the RFP
742	130	8.3 g	Submitted a Proposal with price adjustment/variation provision.	What does this mean?	Refer to the RFP
743	142	8.17.5 b	There shall be a penalty for non-adherence to the time schedule. The total penalty will be capped at 15% of the total contract value. Once the maximum deduction is reached, LIC may consider termination of the Agreement.	15% is too high. Please cap penalty to 7%	No change in RFP terms
744	142	8.17.5 d	However, it is the responsibility/onus of the bidder to prove that the delay is attributed to LIC and Force Majeure. The bidder shall submit the proof authenticated by the bidder and LIC official that the delay is attributed to LIC and Force Majeure along with the bills requesting payment.	How does the bidder ascertain accpetance from LIC for reasons given?	Details to be shared with the successful bidder.
745	142	8.17.7	LIC will make payment of a correctly rendered invoice on undisputed work within agreed working days after receiving the invoice.	For MSMEs the payment cycle is 30-45 days.	No change in RFP terms

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746	147	8.21 b	…. LIC may at its discretion when so needed, require all or few of the bidder/OEM to do a working PoC at no cost to LIC for duration of 3 months to assess the commercial implication of their proposal.	There is should be a cap on no. of users or something like that.	No change in RFP terms
747	150	8.23.2	The Bidder acknowledges that it will use or disclose personal information obtained during the course of providing Services under the contract, only for the purposes of the contract.	Use case - LIC foregin offices like UK which follow GDPR	Details to be shared with the successful bidder.
748	150	8.24.1 c	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.	Can you elaborate on use cases ?	Details to be shared with the successful bidder.
749	153	8.26	The Bidder will not, and will ensure that its Personnel do not: a. Remove LIC Data or allow LIC Data to be removed from premises; or b. Take LIC Data or allow LIC Data to be taken outside of offices.	LIC data will be on the bidder's cloud and not on premise.	No change in RFP terms

750	163	8.32 b	The performance guarantee will be discharged by LIC and returned with intimation to the Bidder not later than 60 days following the date of completion of the Bidder's performance obligations including any warranty obligations under the contract.	Does this mean that after 15+3 months the 3 cr will be returned to the bidder within 60 days after the end of the 18th month?	Contract period is 8 years from the date of issuance of purchase order
751	163	8.32 c	In the event of any contract amendment the Bidder shall within seven days of receipt of such amendment furnish the amendment to the Performance guarantee rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including warranty obligations.	Please elaborate	Refer to the RFP
752	164	8.35	The Selected Bidder (Bidder) may be subject to audit by internal/ external Auditors appointed by the LIC / IRDAI or any regulatory authority.	Other than service related audits why should LIC interfer in the affairs of the bidder	Refer to the RFP
753	204	10.15	Annexure O: Bidder Authorized Signatory Format	If OEM is directly applying for bid and is submitting Annexure P: OEM Authorized Signatory Format, is A annexure O required for OEM to submit	Submission of Annexure P if OEM is participating independently

| 754 | 273 | 10.25 | Annexure Y: List of Countries – LIC Foreign Offices

Over and above India Operations, the bidder has to ensure that the specified modules (Performance Management System, Learning Management System, and any other specified to the Bidder by LIC) in the proposed solution should be made available for LIC employees in its foreign offices as well. The remaining modules may have to be extended to these employees in the future as per business need.

1. UK, 2. Mauritius, 3. Sri Lanka, 4. Bangaladesh, 5. Nepal, 6. Oman, 7. Singapore, 8. Bahrain, 9. Qatar, 10. Fiji, 11. UAE, 12. Kuwait, 13. Kenya | 1. How many legal entities are there abroad? 2. How many employees are there in each country? | Details to be shared with the successful bidder. |

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755	Commercial_Bid_Updated	A. One Time Costs	Project Director Project Administrator Project Manager Software Developer Quality Assistance Engineer Change Management Expert Business Analyst Technical Solution Architect _ OEM Product functionality expert – OEM Product functionality expert - OEM Any associated costs for Tools/IP usage Bidder to add job title as per requirement	We work on a Project Month Cost which is a blended cost of multiple resources, this is one of the reasons why we are able to be successful in the market, hence it is difficult to allocate breakup of cost for a single resources.	No change in RFP terms
756	Page 23 of 287	3.4	The Bidder should be a profitable organization based on profit before tax (PBT) for at least 03 (three) out of the last 05 (five) financial years	We request LIC to consider EBITA Margins for at least 03 (three) out of the last 05 (five) financial years instead of PBT as in SaaS companies significant investments are made on product development and research or consider PBT for 02 (two) out of the last 05 (five) financial years	No change in RFP terms
757	Page 27 of 287	Part 3 Point No.13	Bidder must be SEI CMMI Level 3 certified	Considering that the bidder has nessary certifications like GDPR, ISO 27001, SOC 2 compliance which are relevant for SaaS companies would LIC reconsider relaxing the need for SEI CMMI Level 3 certification as SEI CMMI Level 3 is more relevant for sofware development companies	Kindly refer to the Corrigendum uploaded

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758	Page 48 of 287	5.2.C	Considering the enormity of the assignment and the envisaged relationship with the bidder, any service, which forms a part of the solution that is not explicitly mentioned in this RFP as excluded, would form part of this RFP, and the bidder is expected to provide the same at no additional costs to LIC.	All services defined in the RFP and detailed in the scope should be responsibality of the bidder. Anything which is "not explicitly mentioned in this rfp as excluded, would form the part of rfp" The clause is not in interest of the bidder. We request LIC to reconsider.	Kindly refer to the Corrigendum uploaded
759	Page 48 of 287	5.2.G	The Selected bidder should integrate the HRMS with LIC's existing Biometric Attendance System. LIC has installed Biometric devices in PC at all its office locations. The HRMS offered should be capable of consolidation of the attendance and reconcile leave, tours, trainings, etc.	LIC will need to provide the details of Bio Metric Solution deployed at each location for the bidder to comply to integration and compatibality with relevant Bio Metric Systems	Details to be shared with the successful bidder.

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760	Page 49 of 287	5.2.K	Selected bidder must assist LIC in Change Management. The offer should include the desired capability of LIC in Change management	Can LIC elaborate on "Desired Capability of LIC in Change Management" Does LIC expects the bidder to define the expectations that bidder has from LIC for Change Management	Capability of LIC in change management might include: - Employee Communication Plan & Support (pre, during and post go-live of modules) - Train the trainer sessions for identified groups - Availability of updated user manuals (above is indicative and not exhaustive; Bidders are encouraged present their change mangement plan during technical evaluation)
761	Page 50 of 287	5.2.aa	The Bidder shall be responsible for extractions, validations and migration of entire legacy data from the existing systems to new HRMS system by the Bidder before going-live with proper validations, controls and consistency checks in coordination with respective departments.	Requesting LIC to share the details of the current system, database structure and integration capabilities along with years of data to be migrated and the volume	Details to be shared with the successful bidder.

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762	Page 53 of 287	PART 6: SCOPE OF WORK	Description of the envisaged scope is enumerated as under. However, LIC at its discretion reserves the right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions in accordance with the clause on power to vary and omit work.	Considering LIC can change the scope in line with Business requirement during the implementation/steady state phase of the contract, we request LIC to allow for re-assessment for efforts & there-by address change in effort through Change Request that LIC and bidder can mutually agree upon for efforts as well as costs.	No change in existing clause-Part 6. For further clarification on change request, refer to Annexure W clause 20.4
763	Page 53 of 287	6.1.G	Bidder shall ensure that all systemic changes or regulatory guidelines or other LIC requirements as per the RFP are made available from day one of the solution going live. Any new government/ regulatory requirements that impact the provided solution to LIC need to be incorporated as a feature upgrade or any enhancement or a patch and should be provided to LIC at no additional cost during the period of the Contract.	We request LIC to consider the following request. If the systemic changes or regulatory guidleline change, amounts to additional module or significant effort to the bidder, the bidder be allowed to addressed the change thru' change request in line with clause - "Part 6.1 Scope of Work - Point f" where in LIC and the bidder can mutually agree on the efforts and the cost.	No change in RFP terms
764	Page 59 of 287	6.3.2.1.a	Ability to profile and map the required details, add logos, and assign multiple companies to the group.	Please elaborate where is the requirement to place the logo	Refer to the Functional RequirementS Document by LIC

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765	Page 67 of 287	6.3.2.7.h	On any new employee addition, check should be available on the PAN number of the employee. PAN to be validated with the NSDL site for correctness. Report to be made available for incorrect PAN.	Request LIC reconsider other verfication platforms apart from NSDL	Details to be shared with the successful bidder
766	Page 67 of 287	6.3.2.7.i	Certain deductions are to be paid to Third Party. For these payments slips are to be generated and head wise amounts deducted should be made available in these heads for each branch.	Please share the details of third party tool? Can we have an integration to push the deductions head-wise?	Details to be shared with the successful bidder.
767	Page 73 of 287	6.3.2.9.c	Capability to prepare post based roster to arrive at recruitment backlog, if any, for the SC/ST/OBC/PwD categories	Please provide clarity on the process	Details to be shared with the successful bidder.
768	Page 82 of 287	6.3.2.13.u	Data should automatically flow from trust module to the salary module for payment of F&F benefits. Income Tax should be computed accordingly. The trust module should provide the data in a fixed format and the same will be consumed by payroll.	Is there an existing trust module where integration is required or you are expecting from vendor to built the same? Requesting LIC for a demonstration of the current system in place	Details to be shared with the successful bidder.

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769	Page 82 of 287	6.3.2.13.x	Preparation & Maintenance of the Agenda / minutes of the Trust meeting	Please provide more details and advice if "Agenda / minutes of the Trust meeting" has to be added to the platform as a feature	Details to be shared with the successful bidder.
770	Page 84 of 287	6.3.2.16.3.a	Ability of the system to interact with the promotion module, leave module, performance module, etc to capture the promotion details, leave details, performance report, etc to decide the extension of probation	Please specify the purpose of having promotion module for the probation extension	As per LIC requirements.No change in RFP terms
771	Page 125 of 287	7.2.1.5 Point C	Penalties and Escalation Hierarchy - The maximum penalties on account of all above instances will be 15% of the total cost of the project.	We request LIC to reconsider the total penalties to maximum of 5% as against 15% as stated in the clause which seems to be extremly high	No change in RFP terms
772	Page 137 of 287	8.15.2 Point D	Under such license, either of the parties will have no right to sell the preexisting work of the other party to a Third Party. LIC's license to preexisting work is conditional upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with LIC at the conclusion of performance of the services.	We request LIC to replace the word "Perpetual" with "right-to-use" for the term of the contract between LIC and the bidder as inadvertently this is a standard assumption in all SaaS deployments	No change in RFP terms

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| 773 | Page 157 of 287 | 8.29.2 | LIC may, at any time, by a prior written notice of one week, terminate the contractor and / or reduce the scope of the Services. b. On receipt of a notice of termination or reduction the Bidder must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect LIC Material and Contract Material; and continue work on any part of the Services not affected by the notice. c. If the contract is terminated, LIC is liable only for payments in respect of services rendered before the effective date of termination. d. If the scope of the Services is reduced, LIC's liability to pay the Service Charges or to provide LIC Material abates in accordance with the reduction in the Services. e. LIC is not liable to pay compensation under clause ('C') supra, if the amount, in addition to any amounts paid or due, or becoming due, to the Bidder under the contract, exceeds the total Service Charges payable under the Contract. The Bidder is not entitled to compensation for loss of prospective profits. f. The deliverables that are complete | The said clause does not consider the bidders situation especially once the contract is awarded and the bidder has invested in, efforts, resources, 3rd Party commitments(Like Cloud Infra Subscription), time and money, the bidder stands to lose considerably if LIC enforces the Termination for Convenience clause. Termination for Cause or Default can be considered to make sure LIC's interest in not compromised. | No change in RFP terms |

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| | | | and ready for delivery within 7 days after the Bidder's receipt of notice of termination shall be accepted by LIC as per the Contract. For the remaining systems, LIC may choose to have any portion completed and delivered at the Contract terms and prices, and /or to cancel the remainder and pay to the Bidder an agreed amount for partially completed systems and for materials and parts previously procured by the Bidder. | | |

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774	Page 247 of 287	3.4.1	Successful bidder shall furnish performance security in the form of Bank Guarantee (format to be provided/ approved by LIC) for an amount of Rs. 10% of total project cost issued by any Scheduled Commercial Bank valid for the tenure of the Contract plus a claim period of six months, indemnifying any loss to LIC	We request LIC to reconsider the PBG value to maximum of 5% as against 10% as stated in the clause which seems to be extremely high	No change in RFP terms
775	Page 251 of 287	12.2.3	Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the successful Bidder should grant LIC a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to LIC as a part of the service or deliverables only for its internal business operations.	We request LIC to replace the word "Perpetual" with "right-to-use" for the term of the contract between LIC and the bidder as inadvertently this is a standard assumption in all SaaS deployments	No change in RFP terms

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776	Page 251 of 287	12.2.4	Under such license, either of the parties will have no right to sell the pre-existing work of the other party to a Third Party. LIC's license to pre-existing work is conditional upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that successful Bidder leaves with LIC at the conclusion of performance of the services.	We request LIC to replace the word "Perpetual" with "right-to-use" for the term of the contract between LIC and the bidder as inadvertently this is a standard assumption in all SaaS deployments	No change in RFP terms
777	Page 251 of 287	12.2.1	All IPR including the source code and materials developed or otherwise obtained independent of the efforts of a party under this Agreement ("pre-existing work") including any enhancement or modification thereto shall remain the sole property of that party.	We request LIC to consider that the source code developed as enhancement and/or modifications during the term of the contract can be provided on right to use basis for the term of the contract between LIC and the bidder as inadvertently this is a standard assumption in all SaaS deployments and the source code for the pre-existing work will anyway be deployed on the SaaS platform and will be avaiable on the "right to use" basis to LIC during the term of the contract.	No change in RFP terms

-sd-
(Chief, Personnel)

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