

PREBID-QUERIES(Consolidated) for RFP on ULIP Centralization [Ref: LIC/CO/IT-BPR/HW/ULP-CENTRAL/17-18/03 Dated: 23/08/2017]

SLN O	Section No	Clause no.	Page No.	RFP Clause	Request to consider	Remarks
1		9	11	By way of Demand Draft:- Rs. 15,00,000/-	Request you to consider By way of Demand Draft:- Rs. 5,00,000/-	No change
2				By way of Bank Guarantee:-Rs. 25,00,000/-	By way of Bank Guarantee:-Rs. 10,00,000/-	No change
3		17	18	Bids shall remain valid for 210 days after the date of bid opening prescribed by LIC, in the Activity Schedule.	kindly consider the ,Bids shall remain valid for 90 days after the date of bid opening prescribed by LIC, in the Activity Schedule.	No change
4	F	3.C	21	Immediately thereafter the engineer will be called for an interview by LIC and if rejected, vendor will have to provide an alternate candidate within a period of 14 days. If the alternate candidate is not provided within 14 days a penalty of 5% per day of the L2 engineer's monthly rate approved by LIC will become applicable. If the second candidate also fails penalty @ 5% per day of the L2 engineer's monthly rate	Kindly consider penalty of 0.5% per week of the L2 engineer's monthly rate approved by LIC will become applicable. If the second candidate also fails penalty @ 0.5% per week of the L2 engineer's monthly rate	Check Corrigendum-VII / Revised Annexures
5	Eligibility Criteria	2	23	The bidder should have minimum annual turnover of Rs. 150 Crores in the Financial Year 2016-17 and in at least one of the two previous Financial Years, namely 2015-16 & 2014-15.	The bidder should have minimum annual turnover of Rs. 200 Crores in the Financial Year 2016-17 and in at least one of the two previous Financial Years, namely 2015- 16 & 2014-15.	Check Corrigendum-VII / Revised Annexures
6	G	6	23	Bidder must have implemented Hyper-Converged Infrastructure (HCI) solution of proposed OEM in at least 2 BFSI companies worth not less than Rs 50 Crores for supply of HCI/Integrated Systems in India in any of last three financial years (i.e., 2016-17, 2015-16, 2014-2015).	Bidder must have implemented Hyper-Converged Infrastructure (HCI) solution in at least 1 BFSI/PSU companies worth not less than Rs 50 Crores for supply of HCI/Integrated Systems in India in any of last three financial years (i.e., 2016-17, 2015-16, 2014-2015).	Check Corrigendum-VII / Revised Annexures
7	7	a	30	A Performance Bank Guarantee (as per Annexure VI-B) to the tune of 15 % of the Grand Total Cost, shall be submitted by the selected Vendor, as Performance Bank Guarantee (PBG) for the equipment(s) supplied/ Services offered against this RFP.	Kindly consider A Performance Bank Guarantee (as per Annexure VI-B) to the tune of 10 % of the Grand Total Cost, shall be submitted by the selected Vendor, as Performance Bank Guarantee (PBG) for the equipment(s) supplied/ Services offered against this RFP.	Check Corrigendum-VII / Revised Annexures
8	7	a	30	The Performance Bank Guarantee should be valid for the period of 65 months from the date of submission and thereafter shall be renewed for AMC(10% of the AMC cost) and submitted to LIC every year one month before the expiry of the PBG for the maintenance of the supplied Hardware, till the hardware is given away as buyback.	Kindly consider The Performance Bank Guarantee should be valid for the period for 3 yr.And resubmitted by every year on year instead of 65 months.	No change
9		9	30	Similarly, the spares for all the hardware provided under the scope of this RFP shall be available for a period of six years from the date of PO.	Kindly consider spares validity for 5 years	Check Corrigendum-VII / Revised Annexures
10		10	30	Orders for Part-I items may be placed after the price validity period 30/09/2018.	Orders for Part-I items may be placed after the price validity period for 6 months from date of PO.	Check Corrigendum-VII / Revised Annexures
11		12	33	The Vendor shall conduct a Pre-Dispatch Factory Inspection for all Hardware items before delivery and shall upload the Inspection Certificate clearly stating the deviations if a ny, along with the Machine Serial Nos. on LIC's Vendor Portal.	Please clarify on hardware inspection certificate.	Shall be provided in Module.
12	Delivery (Hardware and Software):		34	45 days:- @ 0.5% for delay up to 15 days and then @ 1.0%	Kindly consider 60 days:-@ 0.5% for delay up to 30 days and then @ 1.0% maximum up to 10 %	Check Corrigendum-VII / Revised Annexures
13	Installation(Hardware Cost and Software):		34	30 days	Kindly Consider 45 days	Check Corrigendum-VII / Revised Annexures
14		16 DEF	35	30 %-Delivery, 40 % - Installation, 30 % - after six months	kindly consider 80 % againt delivery, 20 % against installation.	Check Corrigendum-VII / Revised Annexures
15		b	35	Spares for the hardware should be available for a minimum period of 7 years from the date of installation of the Hardware irrespective of whether the equipment is manufactured by the Selected Vendor or procured from any other Principal Vendor (OEM).	Kindly consider spares validity for 5 years	No change
16		a	37	>Six hours up to eight hours-Rs.10000 per hour or part thereof	Kindly remove the incident base penalty.	No change
17				> Eight hours up to twelve hours-Rs. 20000 per hour or part thereof		No change
18				> Twelve hours up to twenty four Hours- Rs. 50000 per hour or part thereof		No change
19				> Twenty four hours-Rs. 100000 per hour or part thereof		No change
20				Critical Level1 Incident-1 hr.-Entire HCI Setup /Environment is not available Critical Level2 Incident-4 hrs.- Few Nodes are not available, to ensure availability		No change
21			39,40	Site Penalty Table	99.9 - 0% 99.8 - 1% & so on.. Please drop incident based penalty as stated in sr 29 to 32 of our queries	No change
22		Sl. No.	14	Description of the item	Penalty applicable	Query
23		1		If the candidate engineer called for interview is not found to be suitable, vendor will have to provide an alternate candidate within a period of 7 days. If not provided then penalty will be imposed till the candidate is provided. Additionally, if the second candidate is	@ 5% per day of the engineer's monthly rate approved by LIC	Please drop this clause. The responsibility of SI will be to provide L2 engineer on time as per project schedule.
						Check Corrigendum-VII / Revised Annexures

24		2	The on-site Engineer should be present in LIC's premises as per the RFP conditions. In case of a person going on leave, suitable replacement shall be provided for that period. If not provided then, penalty will be imposed	@ 5% per day of the engineer's monthly rate approved by LIC	@ 1% per day of the engineer's monthly rate	Check Corrigendum-VII / Revised Annexures
25		3	If the on-site Engineer leaves before expiry of one year, penalty will be imposed	@10% of the L2 engineer's annual quotes approved by LIC in case of first incident. The penalty will be incremented @ 5% for each such repetition.	If the engineer resigns, then replacement will be given within 15 days else there can be penalty @ 2% of the L2 engineer annual quote.	Check Corrigendum-VII / Revised Annexures
26		4	In case the engineer is to be changed by the Vendor, minimum of one month (30 days) advance notice shall be given by the vendor to LIC. Additionally, an overlapping period of at least 21 days has to be there between the new and old engineer. If not done, penalty will be	@ 5% per day of the engineer's monthly rate approved by LIC	Overlapping period of 15 days should be allowed & penalty should be 1% per day of engineer's monthly rate.	Check Corrigendum-VII / Revised Annexures
27		5	In case of change of the engineer by the vendor at any time, the entire process (CV, Background check etc.) will be repeated	The charges incurred by LIC will be recovered from the Notional AMC amount/ available BG of the vendor, apart from the penalty accrued.	Please drop this clause as this is not a practice in the industry.	No change
28			pt # 12, page # 23	The Bidder should be in a business of supply, delivery, installation, configuration and maintenance and support of Integrated Systems, Virtualization and Enterprise Storage systems and equipment in India for at least last 3 years(2016-17, 2015-16, 2014-2015).	The Bidder should be in a business of supply, delivery, installation, configuration and maintenance and support of Integrated Systems, Virtualization and Enterprise Storage systems and equipment in India for at least last one years(2016-17).	Check Corrigendum-VII / Revised Annexures
29			Section 6 Page 9	Empanelled Vendors interested in submitting Bid will have to submit the Bid processing fees along with the Eligibility, Technical and Commercial bid(in 3 separate envelopes).	Is this RFP open for only Empanelled vendors or non-empanelled vendors can also participate.	Open for all
30			Section 11 d Page 16	The Bidder may quote one or more models of each line item	Can we quote 2 models here.	Check Corrigendum-VII / Revised Annexures
31			Section 1 Page 8	This RFP is issued on the condition that only those bidders who submit a signed Pre-Contract Integrity Pact with LIC would be eligible to participate in the bidding.	Do we need to sign this Integrity pact on Stamp Paper & of what denomination	As per RFP conditions.
32			F. Appointment of L2 Engineers in Central Office, 21	The selected Vendor shall be required to post resident engineer for DC/HCI setup for Support, Maintenance and monitoring at Primary Site, Vile Parle DC, Mumbai, as below:	Kindly confirm if this engineer will perform system administration too ?	Yes
33			F. Appointment of L2 Engineers in Central Office, 21	L2 Engineer Qualifying Criteria	The qualification criteria and skills are very diverse. LIC should redefine the criteria for the engineer or should call out for separate skills	As per RFP conditions.
34			F. Appointment of L2 Engineers in Central Office, 21	4. Role of the L2 Engineer In this case if the problem cannot be resolved remotely then same will be assigned to the respective field engineer and followed up for resolution	Kindly explain who shall provide field engineers for the resolution of problem ?	Vendor has to provide the same.
35			K. SERVICE LEVEL AGREEMENT (SLA); 37	Monitoring Window: 24x7 Working Hour Window : 9 am X 9 pm	Kindly explain if 24 X 7 monitoring expected from only 2 deployed resources ? Or LIC expect vendor to deliver 24 X 7 monitoring through any other medium ?	Monitoring is to be done on a 24 x 7 basis. If required, the engineer will have to be available for planned downtimes and other exigencies. L2 engineer will be sitting in LIC office at the specified timings(9 am -9 pm) in
36			1. The Service Level Agreement, 37	In case of any breakdown / malfunctioning of HCI hardware, hardware components, accessories, system software etc., the relevant defect should be attended to within 2 hours onsite of the receipt/ notice of the complaint and resolved within 4 hours. Level of Incident Time (Hrs) Level 1 Incident 1 Hr.	Both these statements are contradicting. Request LIC to clarify which is actual SLA to adhere	1) One SLA is for site level monitoring. 2) Second SLA is for VM-level monitoring. Both will be taken into account for site uptime.
37			4. Site-Uptimes Required and Its Applicable Penalties; 39	99% uptime, penalty 60	Is this 60% penalty on AMC only or for complete services ?	For complete services
38			Page 8, Section C. INSTRUCTIONS TO THE BIDDERS, Point 2	Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the Annexure(s), clarifications/ corrigendum(s) issued, if any, will be contractually binding on the bidders and no separate agreement shall be entered into with the Selected Bidder.	We submit that the contract to be signed between LIC and DXC should be a mutually acceptable agreement, incorporating the terms of DXC's proposal where agreed. The response to RFP shall be deemed acceptance of the RFP terms except for such specific sections against which deviations are proposed by DXC in its proposal. We would like to clarify that the tender terms are silent on some contractual aspects. These terms will be proposed and included in the agreement upon mutual agreement.	No change
39			Page 15, Point (u)	In case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, a penalty of Rs. 10,000/- will be charged and recovered from the EMD.	We submit that we comply with all instructions except for the deviations proposed in the proposal document	No change

40				Page 20, Section D, Point 5.	The Selected Bidder shall be required to undertake to perform tasks, render requisite services and make available resources as may be required for the successful completion of the entire assignment at no additional cost to LIC.	We submit that we agree to this provided there is no change in scope of work, requirements or timelines. DXC reserves the right to revise the charges and additionally charge LIC to accommodate any of these changes.	No change
41				Page 27, Section J, Clause 3, point vi. (Firm Price)	Submitted a Proposal with price adjustment/variation provision.	We agree that price quotes will not vary subject to no change in scope, timelines or requirement specifications, and assumptions made by DXC. We submit that price quotes are subject to certain assumptions made by DXC during the process of solutioning. We suggest that if these assumptions are held untrue or invalidated, prices may be varied to accommodate the invalidation of assumptions.	No change
42				Page 29, Section J, Clause 5(a)(i) (Conflict of Interest)	i) Bidder shall not have a conflict of interest that may affect the Selection Process. Any bidder found to have a conflict of Interest shall be disqualified. In the event of disqualification, LIC shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to LIC for, inter alia, the time, cost and effort of LIC including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available to LIC hereunder or otherwise	We submit that there is and will be no conflict of interest to the best knowledge of DXC. In case any conflict of interest arises, DXC will notify LIC promptly. However we request that no part of EMD be forfeited for any conflict of interest that DXC was genuinely unaware of.	No change
43				Page 30, Section J, Clause 6 (Termination)	In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP or otherwise], 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, and further allow the next successor Bidder to take over the obligations of the terminated Bidder in relation to the execution/continued execution of the scope of the work	<u>We submit that the termination clause is incomplete and suggest inclusion of following points in the contract: Note that verbiage would be drafted during contract negotiation.</u> 1. Cure period of 30 working days to DXC before LIC can terminate the contract for material breach or default. 2. Claim from PBG will be claimed to the extent of direct damages only. 3. We suggest that DXC's transition related obligations be clearly set out in the contract and the associated charges. 4. DXC will be paid for all services rendered and products delivered upto the date of termination. 5. DXC right to terminate or suspend services for any material breach by	No change
44				Page 31, Section J, Clause 9 & 10 (Rates and s)	Entire clauses	We request clarification on why dollar rate has been used as reference, as there is no import of goods. The rates will be subject to revision in accordance with the percentage increase in the consumer price index of	No change
45				Page 32, Section J, Clause 11 (b) and (e) (Purchase Orders)	b) The Vendor should point out any discrepancy/ deficiency in the electronically generated Purchase orders within three working days of the receipt of Purchase Order by email. Subject to this, the date on which the required information/ correction in the Purchase order is intimated to the Vendor, through mail would be deemed to be the date of acceptance of the Purchase order for the purpose of calculating the delivery period and penalty.	We suggest that the date of acceptance be considered as the date one which the correct purchase order is accepted in writing by DXC. We would like to suggest that the cancellation or termination right be limited to the rights agreed under the contract for material breach. The agreement will be signed only after mutual acceptance of the proposed solution, hence point (e) is not agreeable.	No change
46				Page 34, Clause 14 (deliverables SLs)	Maximum penalty of 20% of the Installation(Hardware Cost	We submit that the maximum penalty be limited to 10% of hardware cost only. We would like to propose that no penalty be set off from payments due to DXC. All direct damages may be claimed through PBG. No penalties will be applicable for failures or defaults during force majeure situation and for reasons attributable to LIC or its third party vendors.	No change
47				Page 34, Clause 14, (v) (deliverables)	In case the Vendor selected is prepared to supply the Infrastructure, then he will have to submit the bank guarantee to the tune of 15% of the estimated PO value arrived at and all conditions as per RFP will become applicable to this Vendor also.	Please clarify the intent here. Only one PBG will be provided as proposed in line 10 above.	One BG is for EMD.(valid for 15 months) One PBG is for Project Contract.(valid for 65 months) After warranty period is over, the PBG for 10% of the AMC value is to be submitted annually(valid for 12 months)
48				Page 34, Clause 15 (SNR)	However, the Vendor has to submit an undertaking that as and when the site is ready, the vendor will report for installation within 5 days of being intimated that the site is ready and will complete installation within 2 weeks, ensuring integration of hardware with the other equipment(s) including the load balancer, loading of OS, Software for commissioning of the solution thereafter. If installation is not completed within the stipulated time-frame, penalty of 1% of the cost of those item(s) per day will be applicable from the 15th day of being intimated	We propose that the installation period be same as that indicated in Clause 14. Penalty will be 0.5% cost of the items per day to a maximum of 5% only.	No change
49				Page 35, Clause 16 (Payment terms)	Payment will be made for the entire purchase order at one time and not in piecemeal. For services of engineer/s appointed, the payment shall be made at the end of each quarter. c) Efforts will be made to settle all payments within 30 days, for orders for which complete set of invoices along with supporting requirements are submitted. (g) The breakdown charges if any, during the warranty period of five years accumulated will be recovered from any amount payable to the Vendor or by invoking the Performance Bond Guarantee available with LIC	Payment structure will be mutually agreed. We submit that invoices be raised monthly for engineers and other services provided at T&M rates. All invoices will be payable within 30 days of date of invoice. We submit that disputed invoices be notified to DXC within 10 days of receipt and be resolved as per the dispute resolution process. Undisputed part of the invoices be paid as due, late payments will be subject to interest fee at 1.5% per month. We propose to have a right to suspend services in case of continuing default in payments. We suggest that acceptance criteria and tests will be clearly defined in the proposal or agreed at the contracting stage. (g) - Please explain the intent here. Is this applicable?	No change

50				Page 35, Clause 17 (Maintenance T&Cs)	e) In case of Partial/Full damage or loss of the equipment due to reasons beyond the control of LIC, like Theft, Fire, floods etc., then the Vendor should supply working standby equipment with same configuration or higher with all services restored, as if it is a normal breakdown. i)Wherever any system has to be shifted from one LIC location to another, as decided by LIC, the Vendor is required to uninstall / reinstall and maintain the system/s at the new location, without any extra cost on account of	We would like to clarify that all warranties will be provided as is as provided by the OEM. In case of damage due to any Force Majeure event including fire or floods, all costs and additional expenses of new hardware will be borne by LIC. We submit that any relocation and reinstallation will be additionally charged	No change
51				Page 42, Section L, Clause 2 (Insurance)	The goods supplied shall be fully insured by the Vendor at their cost against loss or damage incidental to manufacturer or acquisition, transportation, storage, delivery and operation. The insurance should indemnify LIC against all damages that would have occurred till 15 days beyond the date of delivery of Hardware to LIC Office.	We submit that liability and risk of damage lies with DXC until the delivery of goods and its acceptance only. No indemnification will be given for 15 days.	No change
52				Page 42, Section L, Clause 3 (Force Majeure)	Notwithstanding the above, the decision of LIC shall be final and binding on the Vendor.	We would like to suggest that under all FM situation, DXC is not liable for any failures or defaults.	No change
53				Page 42, Section L, Clause 4 (Indemnity)	Entire section	<u>We seek inclusion of following points in the clause: Note that verbiage would be drafted during contract negotiation.</u> 1. Indemnities are applicable to direct losses only. 2. Indemnities are limited to the extent of losses caused due to act or omission of act on part of DXC. DXC shall not be liable for any breach or infringement which is caused by or otherwise attributable to any act or omission on part of LIC or third parties authorized by LIC. 3. Indemnity from LIC for all direct losses and claims that arise due to third party IPR breach due to DXC's use, access or modification of intellectual property, tools or licenses provided by LIC to DXC in order to perform the services.	No change
54				x	Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/Vendor to pay liquidated damages to LIC and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.	<u>We suggest the following changes: Note that verbiage would be drafted during contract negotiation.</u> 1. Liability cap be limited to payment done in last 12 months, before the occurrence of the event that gives rise to the liability. 3. Notwithstanding anything to the contrary contained anywhere in the tender document, no party will be liable for any indirect and consequential damages, even if the party has been advised of the possibility of such damages. 4. DXC will not be liable for any breach, default or delay which is caused by or otherwise attributable to any act or omission on part of LIC or third party vendors of LIC.	No change
55				Page 44, Section L, Clause 7 (Confidentiality)	Entire section	We suggest that the confidentiality obligation be made mutual.	No change
56				Page 46, Section L, Clause 8 (Dispute)	The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	We suggest that any disputes be resolved between the parties amicably by referring to senior management within a mutually agreed period of time. If the dispute is not resolved within a mutually agreeable time by the senior management, the dispute will be referred to arbitration. In case of arbitration, each party will appoint an arbitrator and the two arbitrators will appoint the third one or will be appointed by Delhi International Arbitration Centre. We submit that parties will continue to perform their obligations, unless the dispute is of such nature that performance of services is not feasible. we acknowledge that the information provided will be correct to the best of DXC's knowledge. In case any incorrect information comes to the notice of DXC, it will notify LIC and take all measures to correct it. However, we request deletion of the right of LIC to debar bidder and forfeit PBG.	No change
57				Page 47, Section L, Clause 13(a)	a) If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC will reserve the right to debar the Bidder from participating in future RFP's floated during the empanelment period and / or servicing of hardware for a period to be decided by LIC and take any other action as may be deemed necessary including the invocation of BG in part or full.		No change
58				NA (IPR)	NA	<u>We suggest inclusion of IPR clause with following points. Note that verbiage would be drafted during contract negotiation.</u> 1. Any existing IP and its modifications will remain with the party that it belongs to. 2. Any deliverables and intellectual property developed or created by DXC during the performance of the contract will vest in DXC unless otherwise agreed. 3. Ownership and IPR in any processes, methodologies or techniques, improvements developed by DXC before or during the provision of the services will remain with DXC. 4. LIC shall grant to DXC, necessary rights and license to any intellectual property, tool or software that is necessary for DXC to perform the services. 5. LIC shall use the products in accordance with the license terms and restrictions specified by the OEM for the use of such products. 6. Hardware warranty will be passed on as provided by the OEM and	No change
59				page 55, Section 5.2 of PRE-CONTRACT INTEGRITY PACT	The Earnest Money /Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.	As per the RFP terms, security deposit is valid only for a period of 15 months from the date of submission of the proposal. Please clarify that this understanding is correct.	EMD will be refunded after finalization of Vendor
60				page 56, Section 5.4 (iii), (iv), (v), and (vi) of PRE-CONTRACT INTEGRITY	Entire clauses	we request that all payments due to DXC for all services properly rendered be paid. Damages payable by DXC will be limited to direct losses only. No interest charge will be payable.	No change

61				page 56, Section 7 of PRE-CONTRACT INTEGRITY PACT	7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	We propose deletion of this clause as the circumstances under which services provided to customers are rarely same and vary depending on many factors. So the rates cannot be guaranteed. We may be in a position to guarantee this, if all circumstances and factors for provision of services including, requirements of the customer, type of services, scope of services, term of the services are exactly same and the customer's body constitution, business and industry is substantially the same.	No change
62				Page 62, Annexure – IV [Non-Disclosure Agreement]	Respondent agree and acknowledge that monetary damages would not be a sufficient remedy for a breach of this Agreement and that LIC shall be entitled to specific performance or any other injunctive relief as a remedy in equity for any such breach of this Agreement.	We would like to propose the following change. Respondent agree and acknowledge that monetary damages may not be a sufficient remedy for a breach of this Agreement and that LIC shall be entitled to seek specific performance or any other injunctive relief as a remedy in equity for any such breach of this Agreement.	No change
63				Page 62, Annexure – IV [Non-Disclosure Agreement]	Term of the NDA	please clarify the term of the NDA	As per the RFP conditions.
64				Page 62, Annexure – IV [Non-Disclosure Agreement]	The Respondent agree that during the existence of the term of this NDA and for a period of one year thereafter, the respondent shall not solicit directly or indirectly the employees of LIC.	We would suggest to limit this to 6 months and to only those employees who are directly involved in the performance of the agreement.	No change
65				Page 62, Annexure – IV [Non-Disclosure Agreement]	The Respondent herein agree and undertake to indemnify and hold LIC harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys' fees), that may arise or be caused or result from or be paid/incurred/suffered or caused to be paid/incurred/ suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honour, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement	we propose deletion of this clause, as all rights and remedies will be determined by the contract between LIC and DXC.	No change
66				Page 8, Section2	C. INSTRUCTIONS TO THE BIDDERS 2. Terms and Conditions Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the Annexure(s), clarifications/ corrigendum(s) issued, if any, will be contractually binding on the bidders and no separate agreement shall be entered into with the Selected Bidder. All the terms and conditions and the contents of the RFP along with the Annexure(s), clarifications/ corrigendum(s) issued will form the part of the purchase orders/any resulting contracts, to be issued to the selected Vendor from time to time as an outcome of this RFP Process	DXC counter-propose some of the T&Cs.	No change
67				NA	NA	Cannot find the contract period... how long is the contract period?	5 years warranty plus 2 years AMC
68				Page 31, Section 8	8. Pricing & Taxes a) Bids shall be inclusive of all taxes, duties, levies etc., but exclusive of GST as applicable. b) Vendor will be entirely responsible for upfront payment of all applicable taxes like GST, License fees, road permits etc. in connection with delivery of products at site. c) A declaration may be given by LIC to Vendor to the effect that the goods are as per our requirements for our own use and are not meant for any resale or for any manufacturing or packing of any goods for sale. d) GST shall be mentioned in the Invoices and payments will be made as per invoices submitted. GST wherever applicable, shall be mentioned in the Invoices submitted and shall be reimbursed as per actuals on production of the original receipt in proof of having paid the said taxes on behalf of LIC. In case concrete evidence of having paid the appropriate taxes is not submitted within a maximum period of two months from the date of payment of the taxes, the vendor will not be eligible for any reimbursement on this count. e) The Vendor should not, under any circumstances, request for an increase in the prices once prices are approved by LIC. No price variation relating to increases in Government levies/ taxes/ cess/ customs duty & excise duty including any newly introduced taxes shall be	DXC counter-propose: a) Bids shall be inclusive of all taxes, duties, levies etc., but exclusive of GST as applicable. b) Vendor will be entirely responsible for upfront payment of all applicable taxes like GST, License fees, road permits etc. in connection with delivery of products at site. In states where the requirement of Road Permit/Way Bills for entry of goods, LIC shall arrange for such permit to enable Vendor to ship the goods to LIC. c) A declaration may be given by LIC to Vendor to the effect that the goods are as per our requirements for our own use and are not meant for any resale or for any manufacturing or packing of any goods for sale. d) GST shall be mentioned in the Invoices and payments will be made as per invoices submitted. GST wherever applicable, shall be mentioned in the Invoices submitted. LIC shall pay to Vendor the full invoiced amount including the amount of GST within 30 days from the date of the invoice. e) The Vendor should not, under any circumstances, request for an increase in the prices once prices are approved by LIC. No price variation relating to increases in Government levies/ taxes/ cess/ customs duty & excise duty including any newly introduced taxes shall be permitted.	No change
69				Page 32, Section 10a	In case there is 10% or above increase or decrease of the Dollar rate, as on the date of placing purchase order, the approved prices can be revised for the purchase orders placed in the extended period, to the extent of 8% of the approved price as illustrated below, however it will be the responsibility of the bidders to indicate in their commercial bid, the hardware items which may have price impact due to dollar rate fluctuations:	DXC counter-propose: In case there is 3% or above increase or decrease of the Dollar rate, as on the date of placing purchase order, the approved prices can be revised for the purchase orders placed in the extended period accordingly. However it will be the responsibility of the bidders to indicate in their commercial bid, the hardware items which may have price impact due to dollar rate fluctuations:	No change
70				Page 38. section 1a	K. SERVICE LEVEL AGREEMENT (SLA): Maximum Penalty due to breakdown – 10% of the Total Contract Value	Cap at 10% of the charges of the corresponding deliverables for each.	No change

71			Page 39, section 4e	4. Site-Uptimes Required and Its Applicable Penalties: e) Penalty cap for every such incidence will be 10% of the Total Hardware Cost of the site. Penalty will be deducted from any amount payable to the Vendor or invoking the performance Bank Guarantee.	DXC counter propose the cap at 10% of the corresponding Hardware cost.	No change
72			Page 36, section 17	17. Terms & Conditions for Maintenance of Hardware during the Warranty and AMC period: f) In both the cases mentioned above, fresh order will be placed by LIC with the Vendor concerned for the supply of the new hardware against the lost/damaged equipment/ component. Monthly rental of 5% of basic Hardware cost will be payable to the Vendor for the equipment supplied as standby. If the Vendor does not provide standby equipment, the penalties as per SLAs defined in Table-1 below will be imposed.	DXC will provide standby equipment at best effort based on then agreed rate. SLA penalties shall not be applied in this case,	No change
73			Page 46, section 8	8. Disputes The Vendor and LIC shall endeavor their best to amicably settle all disputes arising out of or in connection with this RFP in the following manner: In the event of any dispute or disagreement over the interpretation of any of the terms herein above, clarifications, annexure(s), etc. contained or claim of liability the same will be referred in writing to an arbitrator appointed by mutual consent of both the parties, whose decision shall be final and binding upon both the parties. Such reference shall be deemed to be a submission to arbitration under the Arbitrations and Conciliations Act 1996. The venue of arbitration shall be Mumbai. Subject here to the court in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other	- LIC shall settle the undisputed amount in the invoice while the disputed amount to be confirmed and settled through the Disputes process. - The Vendor shall be entitled to suspend the Service(s) or the completion of the job if LIC fail to pay the undisputed invoice amount per Payment Terms.	No change
74			Page 30, section 7	7. Performance Bank Guarantee (PBG)	DXC propose to remove PBG.	No change
75			Clause -16 / Payment Terms/Page-35	Balance 30% after six months after the date of issuance of certificate of successful commissioning and implementation of the project by LIC.	What is the difference between go-live & successful commissioning and implementation of the project.	After successful implementation, the performance of the setup and the features desired from the same shall be evaluated.
76			Page No 44, Point No. 5	Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/Vendor to pay liquidated damages to LIC and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.	We propose inserting - The Maimum Liquidated Damages that can be charged to the Bidder shall not exceed 5% of the part of the delayed services/products.	No change
77			9. Approved rates under RFP, Page No.31	The rates approved by LIC will be valid up to 30/09/2018. The selected bidder(s) should ensure that the hardware items quoted will be available for supply for Purchase Orders issued up to 30/09/2018.	1. Does this clause means there will be multiple PO's under this RFP for the quoted line items	There can be repeat orders.
78					2. Does this clause means after completing the scope of work as per RFP, if required by LIC - LIC can raise other PO's on the basis of quote of line items.	
79					3. Request LIC to reduce the validity period to 60 days only as OEM provides such a long validity, this is OEM dependent clause on vendor	
80			12.a. Commercial bid submission, Page No.17	The estimated quantities of each line item are mentioned in the Commercial Bid document Annexure-II. The quantities are indicative and may vary to the extent of +/-	Request LIC to reduce the +/- variation to 1%-3%, as no OEM provides the same	No change
81			19.c. Procedure for opening of bids, Page No.19	The Bidder who has been declared Eligible after the Eligibility Bid Evaluation and who on the basis of scoring at least 70% marks in the Technical Evaluation(as described in Clause H.1 and H.2 below), will be eligible for Commercial	Request LIC to disclose the marks to individual bidder about their scoring before ORA	Check Corrigendum-VII / Revised Annexures
82			7.b. PBG, Page No.30	The Performance Bank Guarantee shall be submitted within 15 days from the date of letter issued for selection as Vendor. Failure to do so may attract a penalty of Rs.5,000/-per day, subject to maximum penalty of Rs. 1,50,000/-	Request LIC to delete this clause	No change
83			Penalties as per RFP, Additional Point	Penalties mentioned in RFP	The penalties mentioned in RFP is too high request LIC to cap the overall penalty for the project to 10% of the basic hardware value	No change
84			Annexure V. Undertaking for Warranty and AMC , Page No.64	We hereby accept all the Term & Conditions of the RFP and extend complete warranty for the hardware for a period of Five years from the date of installation and Two years AMC thereafter, as per the terms and conditions stated in the RFP document referred above	Request LIC to accept the warranty from the date of delivery only, as OEM provides warranty as per the required terms & vendor would be required to procure additional one year warranty which will increase the cost of procurement for the LIC	No change

85				Part IV -Commercial Annexure-II	AMC Rate (<=8%) for 6th and 7th Year - Part IV - Commercial Annexure-II	Request LIC to provide the input on the basis of quote, which is being factored for <=8%. i.e Why the AMC of Tape Library & Racks are not	Tape Library is there in AMC but Racks are not to be considered for AMC.
86				D. Scope of Work, Point 5, Page 20	Supply of requisite hardware and its successful installation along with the integration of hardware, Network and other systems. The Selected Bidder shall be required to supply, install and support hardware infrastructure in a multi-vendor, inter-operable and cross-platform environment. The Selected Bidder shall be required to undertake to perform tasks, render requisite services and make available resources as may be required for the successful completion of the entire assignment at no additional cost	Although procurement, installation and implementation of hardware and software provided as part of scope is bidders responsibility, there will be systems and integration points in scope of LIC which needs to be handled by the project management team at LIC. All tasks outlined in the scope of work as agreed between bidder and LIC will be agreed upfront along with the necessary commercials. All tasks not part of scope should be treated as a change and commercials discussed with the bidder.	No change
87				K. Service Level Agreement, Point 2, Page 39	b) SLA will be applied based on the reports generated by the LIC's Service-Desk/ Module.(if applicable)	Kindly clarify that monitoring and reporting tool will be provided by LIC for the supplied infrastructure. Also Call logging and Incident Management tool will be provided by LIC.	Through our Hardware Modules
88				Limitation of Liability Page 44	Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/Vendor to pay liquidated damages to LIC and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.	To make the contract feasible for business we request Liability should be limited up to the extent mentioned below: "Neither party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential loss or damages. Subject to the above and to the extent allowed by local laws, the maximum aggregate liability of each party under this proposal/Contract/PO for any claim or series of claims regardless of the form of claim, damage and legal theory shall not exceed the annual value of the Contract."	No change
89				Indemnity Clause, Pg-43	Indemnity I. Subject to Clause 4.II below, Vendor will undertake to indemnify LIC from and against all Losses on account of bodily injury, death or damage to tangible personal property of any person, corporation or other entity (including LIC) attributable to the Vendor's negligence or willful default in performance or non-performance under the contract. If LIC promptly notifies Vendor in writing of a third party claim against LIC that any Service provided by the Vendor infringes a copyright Patent or trade secret of any third party, the Vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Vendor will not indemnify LIC, however, if the claim of infringement is caused by: a) LIC's misuse or modification of the Service; b) LIC's failure to use corrections or enhancements made available by the Vendor; c) LIC's use of the Service in combination with any product or information not owned or developed by the Vendor; d) LIC's distribution, marketing or use of the Service for the benefit of third parties; or e) Information, direction, specification or materials provided by LIC or any third party contracted to it. f) If any Service is or is likely to be held to be infringing, Vendor 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; or iii. Modify it to make it non-infringing. The foregoing remedies	We request that the clarity be provided in the RFP that - Indemnity shall only be restricted to third party claim for (i) IPR Infringement indemnity, and (ii) bodily injury and death and tangible property damage due to gross negligence and willful misconduct. The process of indemnification shall provide the requirement of notice, right to defend and settle, and the concept of apportionment (liable only to the extent of its claim), mitigation and carve-outs.	No change
90				2. Terms and Conditions, Page 8	Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the Annexure(s), clarifications/ corrigendum(s) issued, if any, will be contractually binding on the bidders and no separate agreement shall be entered into with the Selected Bidder. All the terms and conditions and the contents of the RFP along with the Annexure(s), clarifications/ corrigendum(s) issued will form the part of the purchase orders/any resulting contracts, to be issued to the selected	What will happen where Bidder submits deviation to the RFP terms and conditions, how LIC will construe such submission.	No material deviation will be permitted.
91				b) Envelope-II - Eligibility Bid, Page 17	Annexure EC along with copies of Certificate of Incorporation, Copies of valid certificates for GST registration, Copy of PAN attested by authorized signatory of the company, valid ISO certifications, Audited Balance Sheet for the relevant years, Profit and Loss Statements for the relevant years, copies of Purchase	Due to NDA in place, Bidder can give self declaration to this affect that it has delivered services to its customers as per the criteria mentioned in this section	No change
92				Eligibility Criteria, Page 23	The bidder should not be debarred by any PSU/Banks, as on date of submission of bid. There should be no pending litigations against the Bidder.	Can the Bidder give such declaration to the best of its knowledge and belief.	No change
93				2. Right to terminate the Process, Page 27	g) Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to waive/ modify any of the requirements of the BID, in the best interests of LIC.	Any such should be made by LIC before the proposal submission by the Bidder and not afterwards.	No change
94				14. Deliverables and Timelines, Page 34	iii. Any other amounts that may become recoverable from the Vendor will be recovered from any available Bank Guarantee.	Other than penalty what other charges LIC think are recoverable from the bidder? Please specify.	As mentioned in RFP

95				4. Indemnity, Page 42	Indemnity	In the indemnification provision, LIC has stipulated that the remedy of LIC for any IPR infringement is limited to the options available to LIC under section 4 sub clause f) however that exclusive remedy has been made further subject to Section 4 II, under which LIC has included multiple conditions including without limitation indemnitees. The bidder would like to know from LIC that what, under the provision, would be the sole remedy of LIC in the event where infringement takes place due to use of equipments provided by the bidder. Please clarify.	No change
96				5. Limitation of Liability, Page 44	5. Limitation of Liability Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/Vendor to pay liquidated damages to LIC and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.	We request LIC that there should be entire exclusion from the RFP for indirect or consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, irrespective of the events. Further the overall liability of Bidder shall in no event be more than the aggregate of twelve month of charges collected by Bidder under the order in which such liability has arisen.	No change
97				9. Patent Rights and other litigation costs, Page 46	9. 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 Hardware deliverables, in LIC's country, the Vendor will act expeditiously to extinguish such claim. If the Vendor fails to comply and LIC is required to pay compensation to a third party resulting from such infringement, the Vendor will be responsible for the compensation including all expenses (court costs and lawyer fees). LIC will give notice to the	We request LIC that the Bidder's liability for infringement of intellectual property rights (IPR) should be limited. i.e. "To the extent authorized, Bidder will pass through to LIC any transferable indemnities provided to the Bidder by Bidder's vendors". As for the deliverables created by Bidder, our indemnity should be capped to the immediately preceding 12 months of charges collected by Bidder under the order in which the liability has arisen. The Bidder will not be liable nor responsible for any infringement if such infringement is caused due to use of the product not intended by Bidder, modifications not made by Bidder, use of Bidder deliverable in conjunction with products not provided by Bidder, etc.	No change
98				NDA, Page 62	The Respondent herein agree and undertake to indemnify and hold LIC harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys' fees), that may arise or be caused or result from or be paid/incurred/suffered or caused to be paid/incurred/ suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honour, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement. This Agreement shall be governed and	When appropriate remedy in the form of injunctive relief is given than why indemnity has been claimed from the Bidder. Bidder request that such indemnity should be removed from the NDA.	No change
99				8. Pricing & Taxes, Page 31	d) GST shall be mentioned in the Invoices and payments will be made as per invoices submitted. GST wherever applicable, shall be mentioned in the Invoices submitted and shall be reimbursed as per actuals on production of the original receipt in proof of having paid the said taxes on behalf of LIC. In case concrete evidence of having paid the appropriate taxes is not submitted within a maximum period of two months from the date of payment of the taxes, the vendor will not be eligible for any reimbursement on this count.	Bidder can produce evidence of the payment of GST made to the Govt. each invoice wise, since GST liability is discharged on a consolidated manner in respect of all invoices issued during the month.	No change
100				8. Pricing & Taxes, Page 31	e) The Vendor should not, under any circumstances, request for an increase in the prices once prices are approved by LIC. No price variation relating to increases in Government levies/ taxes/ cess/ customs duty & excise duty including any newly introduced taxes shall be permitted.	Any increase in the rate of tax or introduction of new levy should be paid by LIC as the same is not under Bidder's control.	As per RFP conditions.
101				4. Role of the L2 Engineer, Page 22	The Vendor will also have to earmark an Offsite L3 hardware engineer/Remote Support and onsite L2 engineer(s) will have to liaison with the L3 engineer for troubleshooting/resolving Breakdown calls. The services of L2 Engineer may be extended beyond one year depending on the requirement in future if required with negotiation between the Vendor and LIC .	Assuming the L3 engineer is from shared Managed services.	No change
102				PRE-CONTRACT INTEGRITY PACT, Page 53	To be signed by Bidder CEO	Please Confirm if the same can be signed by Power of Attorney who is authorized for signing the Bid and the Annexures	As per RFP conditions.
103				9. Earnest Money Deposit, Page 11	The EMD will have to be bifurcated into <u>DD in favor of LIC OF INDIA drawn on any nationalized bank payable at Mumbai</u> and Bank Guarantee (BG) as per attached Annexure VI-A, <u>valid for a period of 15 months</u> from the date of opening of the Eligibility Bid.	As per RBI guidelines, Bank can issue DD with a valid period of 3 months. Please Confirm if DD for EMD amount can be valid for 3 months period.	DD validity as per RBI norms. BG for 15 months.
104				K. SERVICE LEVEL AGREEMENT (SLA): pg 37	the relevant defect should be attended to within 2 hours onsite of the receipt/ notice of the complaint and resolved within 4 hours. i.e. the total resolution time inclusive of response		Resolution time includes response time.
105				K. SERVICE LEVEL AGREEMENT (SLA): pg 37	Per Site, ie, Primary, DR and Far DR uptime - 99.9%	Should be applicable for only HA equipment. Power and IDC setup should be excluded from the SLA	No change. Environmental issues which are out of control of the vendor will be considered by LIC.

106				D. SCOPE OF WORK: Sr. No. 9 Page No. 20	Post installation support of the systems supplied and installed till the hardware is given as buy-back. The support should be provided by the Vendor directly or through the OEM. No Service Partner can be appointed for servicing of the hardware.	In case the bidder is expected to buyback the available/existing hardware also, the following details would be required of the available HW: 1. Make Model 2. Serial No.	No existing hardware.
107				F. Appointment of L2 Engineers in Central Office, Mumbai Page No. 21	Whenever required, the Resident Engineer may have to visit the Near DR and Far DR sites for support and maintenance activities after the installation of the HCI setup is over(at all 3 sites).	As per RFP 'Location of Near DR, Far DR site shall be informed later by LIC'. To maintain the SLA Resident Engg. Can be planned but the distance between the site is an ambiguity. Request details of the same.	Near DR Site - Pune Far DR Site - New Delhi
108				8. Pricing & Taxes Sr. No. e Page No. 31	e) The Vendor should not, under any circumstances, request for an increase in the prices once prices are approved by LIC. No price variation relating to increases in Government levies/ taxes/ cess/customs duty & excise duty including any newly introduced taxes shall be permitted.	Bidder will have no control on the Govt. Levies/ Taxes/Cess/Custom duty/GST etc. & the related variations to them. Request permission of the same like inclusion of any newly introduced taxes.	As per RFP conditions.
109				12. Pre Dispatch Inspection Page No. 33	LIC may also do physical pre-dispatch inspection.	Details pertaining to the No. of Personnel is not available in the RFP. Hence it is assumed that the visit will be borne by LIC and Bidder will share the venue details in this regards Request affirmation on the same	It shall be informed in advance.
110				Page 20, Section D - Scope of work	Point # 9, No Service Partner can be appointed for servicing of the hardware	Please Allow Service Partners.	No change.
111				Page 20, Section D - Scope of work	Point # 9, Post installation support of the systems supplied and installed till the hardware is given as buy-back.	Please suggest the Buy Back period.	Buyback will be decided after the project tenure.
112				Page 38, K. SERVICE LEVEL AGREEMENT (SLA)	b)Incident & Defect Resolution Matrix Critical Level3 Incident 6 hrs.	Critical Level 3 incident resolution time is mentioned as 6 hrs. This will make the total resolution time as 8 hrs if 2 hrs is considered as the response time and it is mentioned that the total resolution time cannot	NO. Total Resolution time is inclusive of response time. Please keep it as per our regular practice.
113				Page No - 11 Section - 9	Earnest Money Deposit	EMD in 2 different forms , DD of 1500000 BG - 2500000 , BG can be submitted once the order confirmed	EMD and BG to be given along with Bid
114				Page No - 14 Section - 10 (O)	Instructions for Bid Submission	The original Bid shall be typed on 8.5" by 11" (A4 size) paper in indelible ink - Complete BID to be typed or only commercials.	All requisite documents which are to be submitted according to the RFP.
115				Page No - 15 Section - 10 (s,t,u)	Instructions for Bid Submission	The technical specifications in the spreadsheets will be password protected by LIC , password will be decided by LIC Team or Bidder need clarification, for Points t and u need clarification	Sheets already protected by Passwords.
116				Page 23, G. ELIGIBILITY CRITERIA; point 3	The bidder should have been making profit (after tax) during any two out of last three financial years i.e., 2016-17, 2015-16, 2014-2015 from supply of Integrated IT Solutions, Cloud based Solutions in India.	We do have Business -segment Profits but Overall company profits can be projected in P&L accounts. Request you to dilute the clause as: The bidder should have been making profit (after tax) during any two out of last three financial years i.e., 2016-17, 2015-16, 2014-2015 from IT/ITes in	Check Corrigendum-VII / Revised Annexures
117				Commercial As per the Annexure	Please put separate line item for cost of implementation and also for cost of Migration		Check Corrigendum-VII / Revised Annexures
118			Page 20	Training	Vendor shall train designated officials for configuration, operation / functionalities, maintenance, support & administration, architecture and components, installation, troubleshooting processes, backup etc. The duration and venue of the training will be decided by LIC.	Please suggest on number of LIC officers , nos of days to be trained and bidder to be train on all the proposed technologies by the bidder ? Also confirm whether to be imparted at LIC DC - Vile Parle?	20-30 Officials from IT Department to be trained for the technologies proposed in the solution and duration shall be according to requirement.