

Clarifications to Pre-Bid Queries RFP for Implementation and Maintenance of Enterprise Mail Messaging Solution RFP

RFP Ref: LIC/CO/IT-BPR/EMS/RFP/2018-19
dated 03.10.2018

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
1	35	LIC reserves the right to terminate the Contract with one month's notice, without assigning any reasons and decision of LIC in this matter will be final.	LIC Either party reserves the right to terminate the Contract with one three month's notice, without assigning any reasons and decision of LIC in this matter will be final.	RFP is modified
2	Annexure – XII: Terms and Conditions of Annual Maintenance Contract for Hardware and Software items of RFP and Maintenance during Warranty	The PM will generally include the following but is not limited to Servers: -De-fragmentation, dusting and cleaning of monitor, keyboard, mouse, etc wherever applicable and necessary. Any other servicing/ maintenance/ upgradation job which may be entrusted to engineers from time to time by LIC of India.	The PM will generally include the following but is not limited to Servers: -De-fragmentation, dusting and cleaning of monitor, keyboard, mouse, etc wherever applicable and necessary. Any other servicing/ maintenance/ upgradation job which may be entrusted to engineers from time to time by LIC of India.	RFP is modified
3	4.19Confidentiality and privacy	AS PER RFP	The clause needs to be mutual. Vendor(s) including but not limited to its personnel, its agents and Associates is bound by the conditions of the Non-Disclosure Agreement submitted by vendor(s) in response to the RFP as per Annexure VII - NDA. Violation of NDA will lead to forfeiture of performance Bank guarantee and additionally will lead to termination of contract, legal action and blacklisting.	RFP is modified
4	2.13.3Commercial Bid (Envelope 3)	Any request for the change in the terms and conditions of the RFP document, will not be accepted.	Any request for the change in the terms and conditions of the RFP document, will not be accepted.	RFP is modified
5	Annexure – XI: Functional Requirements -Point 1.4	1.4 Whether the solution proposed is "Scalable" (upto 157500 users) Mail DB size of 65 TB in first year to 75 TB in sixth year	Total Mail boxes size increased as users request for higher mail box size and considering mail box scalability over 6 years	RFP is modified

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
6	Page 126/149 Annexure – XI: Functional Requirements 11. External Backup Software Solution (for on-premise solution)	11. External Backup Software Solution (for on-premise solution) 11.2. External Backup system proposed shall provide for speed backup	For Tape Library Backup or Restore both at Primary and Disaster Recovery Sites, how many LTO8 Tape Drives in Library to be factored?	LTO 8 Tape backup Solution is not required
7	5.3.2 .16	16) Configuration of the RAID or Virtualisation etc. should be as per best industry practices so as to provide 99.5% uptime	Can we propose Hyperconverged based Solution which has an architecture of software defined storage infra built on server's local disks, virtualization (hypervisor) layer, management, fast recovery etc. But it will not be inline with the specification mentioned for server & storage compliance perspective	RFP is modified
8	4.27.1 Right to terminate	4.27.1 Right to terminate If Vendor(s) fails to comply with the clause 4.10 for Performance Assessment 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 vendor(s) written notice of 30 days. If the contract is terminated under the contract, LIC is liable for payments only for Services rendered before the effective date of termination	4.27.1 Right to terminate If Vendor(s) fails to comply with the clause 4.10 for Performance Assessment 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 vendor(s) written notice of 30 days after giving Vendor, a cure period of 30 days . If the contract is terminated under the contract, LIC is liable for payments only for Services rendered before the effective date of termination	RFP is modified
9	sec 5.3.3.9	5.3.3 .9 Software and software licenses when being proposed should take into consideration software licenses already in procured by LIC as given below a) Windows Server Std CAL 2012 – 48315 in number b) Windows Server 2012 Std – 3 in number c) RHEL server licenses –Enterprise	We request to remove procurement of Windows Std Server CALS from this RFP. However, bidder can support and maintain and integrate existing Windows/Active Directory environment with Non-Microsoft Enterprise Mail Messaging environment for SSO	RFP is modified

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
10	5.3.2.5	Redundancy	Can we propose Hyperconverged based Solution which has an architecture of software defined storage infra built on server's local disks, virtualization (hypervisor) layer, management, fast recovery etc. But it will not be inline with the specification mentioned for server & storage compliance perspective	RFP is modified
11	Annexure – XI: Functional Requirements -Point 6	6. List of Hardware Proposed: (Mandatory) (only for on –premises) For 1,50,500 email accounts and the proposed H/W should scalable to 1,57,500 email accounts Growth and for Growth of 4 cr mails per year reaching 40.66 crore total number of mail processed by sixth year by Solution. Mail DB size 65 TB in first year to 75 TB in sixth year		RFP is modified
12	5.3.2.20	20) The Hardware proposed should conform to the following specifications	Can we propose Hyperconverged based Solution which has an architecture of software defined storage infra built on server's local disks, virtualization (hypervisor) layer, management, fast recovery etc. But it will not be inline with the specification mentioned for server & storage compliance perspective	RFP is modified
13	Annexure – XI: Functional Requirements -Point 10		Can we propose Hyperconverged based Solution which has an architecture of software defined storage infra built on server's local disks, virtualization (hypervisor) layer, management, fast recovery etc. But it will not be inline with the specification mentioned for server & storage compliance perspective	RFP is modified

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
14	Eligibility Criteria: Page-32, Point 3	Bidder should demonstrate experience of supply, implementation and maintenance of Email Solutions to enterprises in India and should have supplied, implemented and maintained E-Mail Messaging Solution comprising 10,000 and more mailboxes each in at least 3 organisations, in the specific delivery method i.e. on-premises, in India, in the last 3 financial years (2015-16, 2016-17, 2017-18).	Request to reduce the number of mailboxes to 1500/2500 for a financial year; 7500 mailboxes for another financial year. Request to reduce the proof of execution from 3 organizations to 2 in last 3 financial years. Request to relax the clause of "specific delivery method" as proof of execution and consider cloud delivery as well.	RFP conditions is modified
15	Eligibility Criteria Point 3, Page 32		E-Mail Messaging Solution comprising 10,000 and more mailboxes each in at least 3 organisations should be considered from Year 2014 or OEM / Bidder	RFP conditions is modified
16	Annexure IX -Sec 3 Eligibility Criteria, Point 3 Page 104	Point No 3	Bidders requests LIC to modify the criteria as mentioned Below: Bidder should demonstrate experience of supply & implementation and/or maintenance of Email Solutions to enterprises in India/Globally comprising 5000 or more mailboxes each in at least 2 organizations in the last five years	RFP conditions is modified
17	Annexures IX Eligibility Criteria Point No 3 , page no 104	Bidder should demonstrate experience of supply, implementation and maintenance of Email Solutions to enterprises in India and should have supplied, implemented and maintained EMail Messaging Solution comprising 10,000 and more mailboxes each in at least 3 organisations, in the specific delivery method i.e On-premises being proposed , in India, in the last 3 financial years (2015-16, 2016-17, 2017-18). For this purpose, the implementation start date/ Purchase Order Date as well as completion date/Go- Live should be within last 3 Financial years.	Bidder should demonstrate experience of supply, implementation and maintenance of Email Solutions to enterprises in India and should have supplied, implemented and maintained EMail Messaging Solution comprising 10,000 and more mailboxes each in at least 3 organisations, in the specific delivery method i.e On-premises , in India, in the last 5 financial years (2013-14, 2014-15,2015-16, 2016-17, 2017-18). For this purpose, the implementation start date/Purchase Order Date as well as completion date/Go- Live/ Project implementation is going on, should be within last 3 Financial years.	RFP conditions is modified

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
18	Sec 3 Eligibility Criteria - Annexure - IX Point 3	3. Bidder should demonstrate experience of supply, implementation and maintenance of Email Solutions to enterprises in India and should have supplied, implemented and maintained EMail Messaging Solution comprising 10,000 and more mailboxes each in at least 3 organisations, in the specific delivery method i.e onpremises being proposed , in India, in the last 3 financial years 2015-16, 2016-17, 2017-18). For this purpose, the implementation start date / Purchase Order Date as well as completion date/Go- Live should be within last 3 Financial years.	To allow wider participation of firms having the required expertise and experience in providing enterprise mailing solutions we would request LIC to change this particular clause as per the following suggested alternative: Bidder should demonstrate experience of supply, implementation and maintenance of Email Solutions to enterprises in India and should have supplied, implemented and maintained EMail Messaging Solution comprising 2,500 and more mailboxes each in at least 1 organisation, in the specific delivery method i.e on-premises being proposed , in India, in the last 3 financial years 2015-16, 2016-17, 2017-18). For this purpose, the implementation start date / Purchase Order Date as well as completion date/Go- Live should be within last 3 Financial years.	RFP conditions is modified
19		We at Logix Infosecurity at Platinum Partner with Synacor – Zimbra inc. and have successfully implemented some of the large enterprise messaging on Zimbra Enterprise Messaging platform such : BHEL – Bharat Heavy Electricals Ltd., WNS , Fullerton india..We would like to participate in your tender , but we need relaxation of this particular clause of Turn Over : 50Cr. [PAGE No. 33 , Pt. 7] { Clause : Bidder must have minimum annual turnover of Rs. 50 crores in each of the last three financial years 2015-16, 2016-17,2017-18) should also have made profit (before tax) in at least two of the three or	We at Logix Infosecurity at Platinum Partner with Synacor – Zimbra inc. and have successfully implemented some of the large enterprise messaging on Zimbra Enterprise Messaging platform such : BHEL – Bharat Heavy Electricals Ltd., WNS , Fullerton india..We would like to participate in your tender , but we need relaxation of this particular clause of Turn Over : 50Cr. [PAGE No. 33 , Pt. 7] { Clause : Bidder must have minimum annual turnover of Rs. 50 crores in each of the last three financial years 2015-16, 2016-17,2017-18) should also have made profit (before tax) in at least two of the three or three out of five previous financial years }	RFP conditions stand
20		1). Please do consider financial year 2013-2014 and 2014-15 as well as we have migrated our top customers from IBM Lotus Notes to Microsoft On-Premise Exchange , and same customer have moved to Office 365 through us to adopt cloud journey in the financial year 2015-2016 for 3 years and they are still with dimension Data as a customers.	1). Please do consider financial year 2013-2014 and 2014-15 as well as we have migrated our top customers from IBM Lotus Notes to Microsoft On-Premise Exchange , and same customer have moved to Office 365 through us to adopt cloud journey in the financial year 2015-2016 for 3 years and they are still with dimension Data as a customers.	RFP conditions is modified

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
21	sec 5.2 Current Mailbox sizes and New Mail Boxes sizes required in New E-mail Messaging Solution - Individual/ personal id and Departmental/ Generic id type	Columns in table -New Size per mailbox and New Total Size GB	Total Mail boxes size increased as users request for higher mail box size and considering mail box scalability over 6 years	RFP conditions is modified
22	Clause 2.1 Invitation to Bid and Clause 5.1 Executive Scope of work	LIC desires to procure Enterprise Class E-Mail Messaging Solution including required Hardware and Software In CAPEX model with 24x7 availability to be implemented in Centralised Architecture at LIC Data Centres with an on – premises delivery method		RFP conditions is modified
23	Annexure X, Page 108	The proposed messaging solution architecture should be centralized, and the delivery method should be on-premise (CAPEX)	Considering the modern-day productivity and mobility requirements, would you require the solution with flexibility to move to public cloud at no additional license cost (cloud ready licenses with mail and attachments hosted in India)? This requirement would be for how many users (pls specify the count)?	RFP condition is modified
24	4.27.2 Termination and reduction for convenience	LIC may, at any time, by a prior written notice of 30 days, terminate the contract or reduce the scope of the Services.	LIC Either party may, at any time, by a prior written notice of 30 90 days, terminate the contract or reduce the scope of the Services.	RFP condition is modified
25	4.3 Option to extend Contract Period	LIC reserves right to extend the validity of the contract with successful vendor(s) subject to conditions that: 1) Services of the successful vendor(s) are satisfactory	LIC reserves right to extend the validity of the contract with successful vendor(s) subject to conditions that: 1) Services of the successful vendor(s) are satisfactory as per the scope and specifications	RFP condition is modified
26	sec 5.2 Messaging system statistics	New Mail Box size or Exchange DB to be allocated (as per new mail box sizes for existing mail ids given in table above) Mail DB size ----65 TB in first year to 75 TB in sixth year	Total Mail boxes size increased as users request for higher mail box size and considering mail box scalability over 6 years	RFP condition is modified

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
27	2.3 Acceptance of Terms and Conditions	Responding to this RFP and submission of the bid by the Bidder will be deemed as consent of acceptance 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 issued, if any, will be contractually binding on the bidders.	Responding to this RFP and submission of the bid by the Bidder will be deemed as consent of acceptance from the Bidder to all the terms and conditions mentioned in this RFP document along with certain deviations proposed by bidder and the contents of the RFP along with the Annexure(s), clarifications issued, if any, will be contractually binding on the bidders.	RFP condition is modified
28	4.16 Indemnity	AS PER RFP	Subject to Clause 4.16.2 below, Vendor(s) will undertake to indemnify LIC from and against all Losses on account of bodily injury, death or damage to tangible personal property of any third person, corporation or other entity (including LIC) attributable to the Vendors' negligence or wilful default in performance or non-performance under the contract. If LIC promptly notifies Vendor(s) in writing of a third party claim against LIC that any Service provided by Vendor(s) infringes a copyright Patent or trade secret of any third party, Vendor(s) will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. 4.16.2 The indemnities set out in Clause 4.16.1 shall be subject to the following conditions: viii. in the event that Vendor(s) is obligated to indemnify LIC pursuant to this Clause, Vendor(s) will, upon payment of such Indemnity in full, be subrogated to all rights and defences of LIC with respect to the claims to which such indemnification	RFP conditions stand
29	Annexure – X: Conformity with Technical Requirements L-Backup Software point 4	The bidder should provide appropriate back up software, backup client agent, hardware solution, tape library required for taking backups	1. You can maintain the long retention backup on disk as well so do you require - disk based backup Solution? or - to continue with only Tape based backup solution? Or - Hybrid backup solution - Disk to tape backup solution (mainly for long time retention at remote location)	RFP conditions are modified

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
30	5.3.6 Facility Management, 2) support Process Page No 81	The onsite support resources should re-install/ reconfigure any component/ system of the Mail Messaging Solution supplied by the bidder, in case of crash of those components / system or problem or patch/upgrades.	The onsite support resources should re-install/ reconfigure any component/ system of the Mail Messaging Solution supplied by the bidder, in case of crash of those components / system or problem or patch.	RFP conditions are modified
31	Page no 116, Mobile Access point 10	The solution should support encryption on device and memory card to prevent unauthorized access of data on supported mobile devices.	The solution should support encryption on device to prevent unauthorized access of data on supported mobile devices.	RFP conditions are modified
32	Clause 5.1 Executive Scope of work	This document, hereinafter called Request for Proposal or RFP, is issued to the bidders to bid for 1) Supply of Software and its licenses for an Enterprise Class E-mail Messaging Solution and Hardware in Centralised Architecture on Premises in Capex Model with HA and DR		RFP conditions are modified
33	Cl.4.18	Vendor(s) will also maintain insurance for all the Deliverables including Hardware during the contract period with LIC.	Vendor will take insurance for all vendor owned products.	RFP conditions are modified
34	4.18Insurance	Vendor(s) will also maintain insurance for all the Deliverables including Hardware during the contract period with LIC.	Vendor(s) will also maintain insurance for all the Deliverables including Hardware during the contract period with LIC. Up to the date of delivery.	RFP conditions are modified
35	33Access of Service Engineers to the machines: -	Violation of this will lead to legal action, recovery of damages and blacklisting.	Violation of this will lead to legal action, recovery of damages and blacklisting.	RFP conditions are modified
36	9. Performance (page 130)	Does the Bidder recommend a separate Load Balancer (if a native solution is not available)? If yes, cost of load balancer to be included in Commercial Bid Form	1. what is expected concurrent transaction per second? 2. Do you need load balancer in High availability? 3. Is GSLB feature required?	Load balancer is required in High Availability
37	Annexure X, Page 108	The proposed messaging solution architecture should be centralized, and the delivery method should be on-premise (CAPEX)	Considering the modern-day productivity and mobility requirements, would you require the solution with flexibility to move to public cloud at no additional license cost (cloud ready licenses with mail and attachments hosted in India)? This requirement would be for how many users (pls specify the count)?	RFP condition is modified

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
38	ii) Server specifications	CPU - Latest generation x86, 64 Bit Intel® Xeon® Processor or higher with at least 32 cores and cache of 48MB or above	1. Do you require 32 cores in single processor? as max only 28 Cores are available in single processor and 48 MB cache in single processor is also on a very higher side. Requesting to change it to ' Processor - at least 16 Cores in single processor, Frequency - 2.1 GHz & above and L3 Cache - Min 20 MB ' 2. If as per Email architecture incase lower configuration is required then can we propose accordingly? Latest processor sheet is also attached in "Sheet 2" for your reference.	RFP condition is modified
39	sec 5.3.2 .20 ii) Server specifications	CPU - Latest generation x86, 64 Bit Intel® Xeon® Processor or higher with at least 32 cores and cache of 48MB or above	Do you require the same configuration of server even for Active Directory Server.? Idle Server Configuration required for AD environment is 4 to 8 Cores, 8 to 16 GB RAM, 250 GB HDD	RFP condition is modified
40	Page 16, point 8, Last Date & Time for Bid Submission	Last Date & Time for Bid Submission-12 th Nov, 2018 latest by 2.30 pm	Last date extension for allowing 15 days after issue of corrigendum	RFP condition is modified
41	Page 17, point 9 Eligibility Bid opening date/time/ venue	Eligibility Bid opening date/time/ venue The Pre-contract Integrity Pact & Eligibility and Technical Bids will be opened by LIC in the presence of the bidders/ representatives who choose to attend the Eligibility Bid opening on 12 th Nov , 2018 latest by 3.00 pm at the above mentioned address.	Last date extension for allowing 15 days after issue of corrigendum	RFP condition is modified
42	Annexure – X: Conformity with Technical Requirements, Page 108	If marks obtained is 70% or more out of Maximum marks in each of the following sub headings----- And also 75% of Grand Total of all the points mentioned under each of the subheading Technical Requirements	Post the technical requirement qualification, what would be the technical weightage (% distribution for technical and commercial) for final solution evaluation	Please refer sec 2.19 All the bidders who qualify as per the Eligibility Criteria and Technical and Functional Requirements Specifications of this RFP will qualify for the commercial evaluation stage.
43	Eligibility Criteria Point 9 a, Page 78		Apart from 48315 WIN server cals, Bidder should quote require CAL license also Is LIC ready to deploye Windows 2012 R2	Yes LIC is ready to deploy Windows Server 2012 R2 so as to reuse the existing 48315 CALs

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44	Eligibility Criteria Point 5.3.2, Page 73		Query: What is current backup solution, does LIC needs bidder to quote same backup solution?	Please refer clause 5.3.2 iii) Backup Solution: Backup Solution should be present in the leaders or challengers quadrant of Gartner's latest (2017) Magic Quadrant for Data Center backup and Recovery solutions
45	Eligibility Criteria Point 2,3, Page 41		Payment of Software and Hardware should be release 100% on delivery only.	RFP conditions stand
46	General Query		Details of existing RHEL Licenses, is that under support and how many server licenses available?	RHEL Enterprise License is renewed in the year 2016 (date: 30th August 2016) The products : 1. Redhat Enterprise Linux server with smart management, premium and virtual nodes of 2 sockets
47	General Query		Is there any existing Load Balance available which can be used for HTTP? If yes what OEM and is it under support and support end date	There is no existing Load balancer
48	General Query		EMS-RFP-Annexures-I-to-XVIII (Page 29) – Enterprise Directory Software: (a) LIC is currently using Microsoft Active Directory Services to support Windows Systems and maintain various policies proprietary to Windows Active Directory.	RFP conditions stand Please refer to Clause 5.3.3.8
49	General Query		The current RFP is procurement for Mail Messaging, Bidder proposing Non-Microsoft Mail Messaging which do not depend on Microsoft Active Directory will have to propose Windows Server Std CAL 1,05,365 requirement listed by LIC	RFP conditions stand Please refer to Clause 5.3.3.8
50	General Query		We request to remove procurement of Windows Std Server CALS from this RFP. However, bidder can support and maintain and integrate existing Windows/Active Directory environment with Non-Microsoft Enterprise Mail Messaging environment for SSO.	RFP conditions stand
51	General Query		Do we have to give Mail messaging Support and version upgrade for six years	Mail messaging support and updates are required for 6 years Version upgrade is not required

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
52	General Query		PFA IBM competitive pointers which need to be stressed with client. These are hardware pointers . Please consult application team for application specific pointers. Key points are:Hardware Competitive Points: Performance IBM Power delivers more performance per core • POWER8: Up to 2x performance Vs. Intel Skylake core • POWER9: >2x core performance Vs. Intel Skylake core • IBM POWER “per core” performance increases with each generation, while x86 “per core” performance has remained flat	RFP condition is modified
53	General Query		System shall support sustained utilization about 65%.	RFP condition is modified
54	General Query		Shall be reliable with least planned downtime and security breaches reported by independent bodies such as ITIC.	RFP condition is modified
55	General Query		PCI Slots Shall be PCIe Gen 4 compliant	RFP condition is modified
56	General Query		Any performance degradation due to virtualization or additional resources (CPU, RAM etc)required for virtual engine has to be incorporated in sizing	RFP condition is modified
57	Section 2.15 Page 23	Bid Validity Period Bids shall remain valid for one year after the date of bid opening prescribed by LIC, in Activity Schedule	Bidder request to change the bid validity to 180 days from the date of bid submission.	RFPconditions stand
58	Section 4.1 Page 35	The duration of the Contract Period unless terminated in accordance with the contract or disqualifications as per Clause 2.29, shall be for a period of six years from the date of purchase order or contract.	Bidder request to change the duration of the contract to six years from the date of Go-live	RFPconditions stand
59	Section 4.14 Page 43	The Amount against Penalties if any will be recoverable from the Performance Guarantee OR from any other payment due to the Vendor.	Bidder request to recover the penalty from payment due to vendor under this contract or separately realised from vendor	RFP conditions stand
60	Section 4.13 Page 43	LIC reserves the right to temporarily withhold payment and impose penalty, if it is not satisfied with progress made during that period or if there is delay in activity timelines.	Bidder clarifies penalty can be imposed as per the service level agreement clause and payment should not be withhold for the work already delivered and accepted	RFP conditions stand

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61	Section 7 Page 85	Service level agreement	Bidder request to cap the penalty as below: Till Go-live - capped to 6% of hardware and software charges. Also if overall timeline is achieved, no penalty will be applicable on milestone delay <u>After Go-live : Capped to 6% of quarterly payout value</u>	RFP conditions stand
62	Annexure XII Page 140	Maintenance during Warranty Period 8. In case of Partial/Full damage or loss of the equipment due to reasons beyond the control of LIC, like Theft, Fire etc., the vendor should be in a position to supply working standby equipment with same configuration or higher with all services restored, as if it is a normal breakdown. 9. In both the cases mentioned immediately 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 2% of server cost will be payable to the vendor for the equipment supplied as standby	Bidder requests LIC to kindly delete this clause as Force Majeure Conditions are not covered under the support contracts which are applicable to a normal breakdown	RFP conditions stand
63	Cl.7 of Integrity Pact	Fall Clause	We request for a clarification that this clause is not applicable to this project as this is a competitive bidding process. Fall clause is applicable only to bulk purchase of products and is not applicable to such SI/solution deals.	RFP conditions stand
64	Cl.2.3	Acceptance of Terms and Conditions	We submit that there is vagueness/ambiguity on the scope and coverage of some terms and hence the same needs to be discussed and clarified. Further, we also have some concerns on certain terms and we propose that the same be discussed and a mutually agreed position form a part of the governing contract.	Please refer Annexure XV

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65	Cl.2.8(d)(i) in Pg.15	The EMD submitted by the bidder may be forfeited in full or part, as decided by LIC, if: i. In the case of a successful Bidder, the bidder qualifies and backs out of the L1 quotes or, if the Bidder fails ☐ To sign the Contract and/or furnish Bank Guarantee towards the Performance Guarantee as mentioned in this RFP.	We understand that the contract referred to herein is a contract draft discussed and agreed by the parties.	Yes
66	Cl.2.20	-	We request for a clarification that if any new tax/duty/cess/levy is imposed on the products during the term of the contract, the same will be borne by LIC	RFP conditions stand
67	C.2.24 in Pg.28	The selected bidder will provide a Performance Bank Guarantee, within 15 days from the	We request that PBG be submitted within 15 days of execution of the contract.	RFP conditions stand
68	C.2.24 in Pg.28	LIC shall invoke the performance guarantee in case the selected bidder(s) fails to discharge its contractual obligations during the	Since PBG invocation is an extreme step, we propose a written notice and a cure period of 30 days prior to PBG invocation.	RFP conditions stand .Please refer Clause 4.10.2 Notice of Non-Compliant Services and Clause 4.25.3 Termination and Clause 4.27.1 Right to terminate
69	Cl.4.3(i)	The Contract Period may be extended by LIC for further period(s) not exceeding one year, on the same terms and conditions, by giving 30 days' notice to Vendor(s) in writing	We propose modification of this clause as follows - "The Contract Period may be extended by LIC and the selected bidder for further period(s) not exceeding one year, on the same terms and conditions, by giving 30 days' notice to Vendor(s) in writing."	RFP conditions stand .the bidder is informed in the RFP in advance that the contract may be extended.
70	Cl.4.12.2 Cl.4.12.4 Cl.4.12.5 Cl.4.12.6	Third Party Material Warranty Remedy for breach of Warranty Patent Rights and other Litigation Costs	We submit that third party SW is provided as per warranty, support and IPR indemnity terms directly offered by software OEM licensor to the end-customer as per its standard End User License Agreement.	RFP conditions stand
71	Cl.4.14.2	Liquidated Damages	We understand that the vendor will not be liable for delays attributable to the customer.	RFP conditions stand

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72	Cl.4.17	Liability	We submit that as per the laws of the country neither party is liable for any indirect damages. Hence, there cannot be any exclusions from the disclaimer of liability for indirect damages. Hence the following portion needs to be deleted - "Except in cases of criminal negligence or wilful misconduct and in the case of infringement of patent, IPR, trademark, copyright or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by vendor(s) and used/consumed by LIC," We propose a clarification that the Limitation of Liability mentioned in Cl.36 in Pg.139 is not applicable as Cl.4.17 already contains the language.	RFP conditions stand
73	Cl.4.24 in Pg.50 Cl.4.37 in Pg.63	Audit and access Right to Audit	We submit that third party auditors will execute confidentiality agreement prior to any audit and access. Audits will happen upon prior notice and during normal business hours.	RFP conditions stand
74	Cl.4.25.3 in Pg.51 Cl.4.27.1 in Pg.53 Cl.4.27.3 in Pg.54	Termination Right to Terminate Termination by LIC for default	We propose that a written notice and a cure period of 30 days be provided prior to termination. We also propose that termination rights will be mutual.	RFP conditions modified wrt notice period. .For Cure --Please refer Clause 4.10.2 Notice of Non-Compliant Services and Clause 4.10.3
75	Cl.4.27.2 in Pg.53	Termination and reduction for convenience	We submit that this clause not be applicable for this project.	RFP conditions modified wrt notice period. .
76	Cl.7 in Pg.85	Service Level Agreement	We submit that penalty for delay be applicable on the value of the products/services that suffer a delay in delivery. We also submit that there should be an aggregate cap on all penalties that can be imposed under the project.	The total penalty will be capped at 6% of the L1 price (Contract Value)
77	5.3.2 Page 73	Backup- Messaging Solution should incorporate Backup solution which should consist of appropriate back up software, backup client agent, hardware solution , tape library required for taking backups.	For the proposed backup solution what would be the size of datastore in the current solution to be considered for backup	As given in RFP
78	5.3.2 Page 73	Backup- Messaging Solution should incorporate Backup solution which should consist of appropriate back up software, backup client agent, hardware solution , tape library required for taking backups.	For the proposed backup solution can the bidder propose backup solutions like D2C,D2D etc.	Backup should be disk to disk
79	5.3.2 Page 74	The Hardware proposed should conform to the following specifications :	Should the proposed solution cover the network switches and other network security hardware like firewall required for the solution	Not required

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
80	5.3.3 Page 76	Software and software licenses when being proposed should take into consideration software licenses already in procured by LIC as given below	Should these licenses be considered for subscription renewal or can the bidder propose new licenses as part of the solution	Bidder should propose New Perpetual licenses for mailing solution but should take into consideration software licenses already in procured by LIC
81	5.2 Page 72	Active Directory: Present Architecture and Structure:	Should the bidder consider the upgrade of the AD environment too as part of the solution	Yes
82	6 Project Timelines, page no 84	25 weeks from the date of Purchase Order or Contract	42 Weeks from the Date of Purchase Order.	RFP conditions stand
83	7 SLA. Page NO 85 Point 1 (b)	Delay in project implementation period beyond 25 weeks from the date of receipt of contract/purchase order	Delay in project implementation period beyond 42 weeks from the date of receipt of contract/purchase order	RFP conditions stand
84	7 SLA. Page NO 87 Point 6 On site Engineer	If the on-site support resources leaves before expiry of 2 years' service. 10 % of the on-site charges for every occurrence	If the on site support Resources leaves bidder will arrange for the replacement with immediate effect i.e. 0 days delay.	RFP conditions stand
85	5.3.6 Facility Management, 2) support Process Page No 81	The on-site support resources should resolve the issues telephonically in regards to any mailbox related issues even at desktop level.	The on-site support resources should resolve the issues telephonically in regards to any mailbox related issues at server level . Any issues related to desktop or outlook client should be resolved by local support team.	RFP conditions stand .This refers to higher level issues which desktop engineer/resource cannot resolve
86	5.5 Implemeantion procedure ; training: Page no 82	Bidder shall train specified LIC employees for Operational Management of the system. Training shall be provided on each of the following modules to specified LIC officials.	Level of Training (L1/L2/L3)?	Training to be imparted would be L1 to L3
87	6. Mail Service Availability Issue, Page 86	Central Office: Delay in restoration of mail service availability, Downtime: Any period of time when, users are unable to send or receive email using Web Access. There is no Scheduled Downtime for this service.	Central Office: Delay in restoration of mail service availability, Downtime: Any period of time when, users are unable to send or receive email using Web Access. There is no Scheduled Downtime for this service and Downtime caused because of other Factor like Network, ISP, Power Shut down and any other service outage from OEM.	RFP conditions stand
88	Page no 89. Role of Bidder	To integrate the Mail Messaging Solution with LIC applications as per the RFP.	Application compatibility is to be checked by Application vendor.	RFP conditions stand
89	Annexures IX Eligibility Criteria Point No 5 , page no 105	The proposed Mail Messaging Solution should be Enterprise Grade and be present in any of the quadrants of Gartner's Magic Quadrant for Social Software in the Workplace 2015 or 2016 or 2017	This is basically for Social services and cloud Products.. Do you still need this?	RFP conditions stand

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
90	Page 112, Point 11	The mail messaging solution Should support basic authentication, session authentication, secure logoff, Secure Sockets Layer encryption and active content filtering.	LIC to buy SSL certificates	RFP conditions stand. Yes LIC will supply SSL certificates
91	infrastructure specifications (HW) point 8. page 88	DC Network (routers, switches, LAN cabling, Layer 7 Switches)	Please confirm whether bidders have to supply and deploy any network components like network switches, routers, etc OR LIC will be providing the same?	LIC will be providing the switches and routers
92	Annexure X, Conformity with Technical Requirements, J - Management and Monitoring Tools, Page	Generic	DR of Management and Monitoring tools is not asked in RFP. Please clarify if our understanding is correct.	DR of Management and Monitoring tools is not required
93	7 Service Level Agreement	Generic	It is understood that SLA and uptime % mentioned in this section are applicable for the Mail and Messaging Solution. For Management and Monitoring Tools perspective, these SLAs are not applicable. Please confirm.	SLA and uptime applies to complete solution
94	Others	Generic	Application compatibility testing with respect to Active Directory 2012 R2 will be done by Respective Application team	Yes Application compatibility testing with respect to Active Directory 2012 R2 will be done by Respective Application team but required support is to be provided by vendor
95	Others	Hardware load Balancer	Existing if any name	In the existing solution there is no hardware load balancer implemented
96	4.14 Terms of Payment to Vendor 2. Payment for Hardware: - Page No - 42	c) If hardware deliveries including installation of OS and all Software are received within 6 weeks from the date of Purchase Order, 80% of total cost of hardware will be paid. The balance 20% will be paid after final acceptance report after Go-live. d) If hardware is not delivered within 6 weeks, penalties will be applicable as per SLA.	As 6 weeks for hardware deliveries including installation of OS and all Software are very aggressive which is very difficult to complete, requesting to increase it to 8 week at least which is very practical for execution.	RFP conditions stand

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
97	5.3.2 Page No - 73	4) High availability and Disaster Recovery to be maintained for all mail boxes and Active Directory users .The proposed solution should offer near zero minutes RPO and maximum 4 hours RTO.	1. It means you require High availability at local DC (Primary Site) and DR setup at another DC (DR site), Please confirm? 2. Kindly confirm whether High Availability is also required at DR Site?	1.Yes 2. High Availability at DR site is not required
98		7) Uptime time requirement is 99.5%.	Is this related to complete Mailing Solution (considering Primary & DR infrastructure) or will it be with respect to each Data center site?	Uptime time requirement is 99.5% wrt Complete mailing Solution
99		11) The hardware should be able to cater to the requirements for operating all the software proposed as a part of the solution and including the Anti-spam, Antivirus, Email Gateway Security already existing in LIC.	Do you require Email Gateway solution as well to cater the mail flow workload of 1.57 lacs users? Or would like to continue with existing solution only?	Email Gateway is not part of this RFP
100		17) Hardware to be supplied should include Rack, Rack Mounting kits and KVM switches, cables etc.	Are you planning for KVM Switches to manage server infra through only locally or setup would be manageable through Remotely as well?	Server Infra Setup should be manageable remotely as well as locally
102		CPU - Latest generation x86, 64 Bit Intel® Xeon® Processor or higher with at least 32 cores and cache of 48MB or above	Do you require the same configuration of server even for Active Directory Server.? Idle Server Configuration required for AD environment is 4 to 8 Cores, 8 to 16 GB RAM, 250 GB HDD	RFP is modified
103		CHIPSET - Minimum Intel Xeon E5-4600 v4/ E5 – 2600 v4 processor	As this processors are already End of Sale by most of the server OEM, request you to change it to ' Intel Skylake processor and Intel C621 Chipset ', so every bidder will be on same page.	RFP is modified
104		Memory - Each with at least 256 GB DDR4 expandable upto 1024 GB	In case if Email application recommends max 192GB Memory in physical server then can we propose lesser Memory?	RFP is modified
105		Hard disk drive - 2x1800GB SAS 10K rpm	In case in physical server environment if any Email application role doesn't require 1.8TB capacity (RAID-1) then can we propose lower capacity?	RFP is modified
106		Networking features - Dual Port 10GbE Converged Network Adaptor and 1* FC with 16Gbps	As you have asked for FC HBA (Single card with dual port) in the server, still do you require Converged Network adapter?	RFP is modified

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
107		Bus Slots - Minimum of 4 Nos of PCIe 3.0 based mezzanine slots. One PCIe x16 based and one PCIe x8 based supporting Ethernet, FC adapters, Infiniband and SAS based adaptors	If as per Email architecture incase lower configuration is required then 4 Nos of PCIe 3.0 based PCI-e slots in 1U rack server will not be supported, then can we propose 1U server with lower PCI-e slots (2 PCI-e Slots) ?	RFP is modified
108	General Query		Can we propose Hyperconverged based Solution which has an architecture of software defined storage infra built on server's local disks, virtualization (hypervisor) layer, management, fast recovery etc. But it will not be inline with the specification mentioned for server & storage compliance perspective	RFP is modified
109	5.3.4 – Page 77	Migration: The bidder shall be responsible for migration of current solution i.e., Microsoft Exchange 2007 based setup in phased manner to the proposed solution and setting up of Disaster Recovery at Far Site Data Centre for the new Mail Messaging Solution. During migration of database the bidder shall ensure to minimize the end user impact as much as possible. The migration plan has to submitted and discussed by bidder with LIC and carry out the plan accordingly with LICs approval. Migration of Mail Data and Mail Messaging server Configuration should not involve any Data Loss. During Migration activity both the existing Exchange 2007 system should be up and working and users should be migrated seamlessly.	Kindly confirm if Old tape backup data to be migrated to newly proposed Backup Software	There is no requirement of migrating old tape backup data to newly proposed backup software unless migration to new solution cannot be carried out from server.
110	5.3.4 - Page 78	The bidder should Implement Backup software, proper backup and retrieval process.	Kindly confirm Backup & restoration timelines if any	It should comply with RPO and RTO values and 99.5% uptime
111	5.3.4 - Page 78	The bidder should Implement Backup software, proper backup and retrieval process.	Please confirm if backup will be running on DC & DR simultaneously	Backup will be running at DC
112	Annexure – X: Conformity with Technical Requirements L - BACKUP SOFTWARE , Point 4	The bidder should provide appropriate back up software, backup client agent, hardware solution , tape library required for taking backups	Kindly confirm if backup will be copied from to Disk -To-Disk- Tape or Disk-Disk or Disk-Tape on DC & DR	Backup will be Disk- Disk on DC

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
113	Annexure – X: Conformity with Technical Requirements - Page 124 L - BACKUP SOFTWARE , Point 4	The bidder should provide appropriate back up software, backup client agent, hardware solution , tape library required for taking backups	Kindly confirm data backup policies .	Backup policy will be shared with successful bidder
114	Annexure – X: Conformity with Technical Requirements - Page 124 L - BACKUP SOFTWARE , Point 4	The bidder should provide appropriate back up software, backup client agent, hardware solution , tape library required for taking backups	Kindly confirm data backup retention on disk & tape. This is required for hardware sizing	Backup retention required on disk for six days i.e for the week and 12 months of monthly backup
115	Annexure – X: Conformity with Technical Requirements - Page 124 L - BACKUP SOFTWARE , Point 4	The proposed backup solution should provide sub file backups — only transmit the changed portions of files to conserve network bandwidth and server storage space	Kindly elaborate Sub File Backup. We understand we will require FULL backup as well. Kindly define the frequencies	Frequency will be shared with successful bidder
116	Annexure – X: Conformity with Technical Requirements, Page - 125 L - Disaster Recovery Setup , Point 5	The proposed backup solutions should Facilitate disaster recovery — provide a daily-updated disaster recovery plan and restore only the files you need to conduct high-speed, policy based disaster recovery, business continuance or both.	Please confirm if backup will be running on DC & DR simultaneously	Backup is to be on DC
117	Annexure – X: Conformity with Technical Requirements, Page - 125 L - Disaster Recovery Setup , Point 5	The proposed backup solutions should Facilitate disaster recovery — provide a daily-updated disaster recovery plan and restore only the files you need to conduct high-speed, policy based disaster recovery, business continuance or both.	Kindly confirm if backup will be copied from to Disk -To-Disk-Tape or Disk-Disk or Disk-Tape on DC & DR	Backup will be copied from Disk-Disk on DC
118	Annexure – X: Conformity with Technical Requirements, Page - 125 L - Disaster Recovery Setup , Point 5	The proposed backup solutions should Facilitate disaster recovery — provide a daily-updated disaster recovery plan and restore only the files you need to conduct high-speed, policy based disaster recovery, business continuance or both.	Kindly elaborate on Business Continuity requirement	As given in RFP

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
119	11. External Backup Software Solution (for on-premise solution) 11.2 External Backup system proposed shall provide for speed backup. Page 132	External Backup system proposed shall provide for speed backup.	1. Kindly confirm backup how many users & data size needs to be considered for External Backup Solution. 2. Kindly confirm type of backup - D-D or D-D-T 3. Please advise data backup policies & data backup retention policies on the disk	Backup is required for all users .Type of Backup is Disk to Disk. Backups are to be taken daily Retention is weekly on Disk and monthly for a year
120	Annexure – X: Conformity with Technical Requirements, Page 108	If marks obtained is 70% or more out of Maximum marks in each of the following sub headings----- And also 75% of Grand Total of all the points mentioned under each of the subheading Technical Requirements	Post the technical requirement qualification, what would be the technical weightage (% distribution for technical and commercial) for final solution evaluation	All the bidders who qualify as per the Eligibility Criteria and Technical and Functional Requirements Specifications of this RFP will qualify for the commercial evaluation stage
121	2Instructions to Bidders	Interested entities are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.	Interested entities are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful reasonable study and examination of this document with full understanding of its terms, conditions and implications.	RFP conditions stand
122	2Instructions to Bidders	LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP/agreement entered pursuant to the RFP and may request for additional information, if required, from the Bidder.	LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP/agreement entered pursuant to the RFP after mutually discussing with the bidder and may request for additional information, if required, from the Bidder.	RFP conditions stand
123	2.8 Earnest Money Deposit	The EMD of those Bidders who do not qualify in technical evaluation or commercial evaluation, will be refunded to them without interest, after the procedure for selection of Vendor is over and purchase order is honoured by the selected vendor.	The EMD of those Bidders who do not qualify in technical evaluation or commercial evaluation, will be refunded to them without interest, after the procedure for selection of Vendor is over and purchase order is honoured by the selected vendor.	RFP conditions stand

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
124	2.8 Earnest Money Deposit	The EMD submitted by the bidder may be forfeited in full or part, as decided by LIC, if: i. In the case of a successful Bidder, the bidder qualifies and backs out of the L1 quotes or, if the Bidder fails to To sign the Contract and/or furnish Bank Guarantee towards the Performance Guarantee as mentioned in this RFP. ii. In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in this RFP; or iii. The Bidder withdraws or amends its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or iv. The Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or v. Bidder does not respond to requests for clarification of its Proposal; or vi. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.	The EMD submitted by the bidder may be forfeited in full or part, as decided by LIC, if: i. In the case of a successful Bidder, the bidder qualifies and backs out of the L1 quotes or, if the Bidder fails to To sign the Contract and/or furnish Bank Guarantee towards the Performance Guarantee as mentioned in this RFP. ii. In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in this RFP; or iii. The Bidder withdraws or amends its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or iv. The Bidder makes any statement or encloses any form which turns out to be intentionally false/incorrect at any time prior to signing of Contract; or v. Bidder does not respond to requests for clarification of its Proposal; or vi. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.	RFP conditions stand
125	2.8 Earnest Money Deposit	In exceptional circumstances, LIC may seek the Bidders' consent for extension of the period of validity of bids. The request and the responses thereto shall be made in writing. In such a case, the EMD provided shall also be suitably extended. In such a case, the bidder may refuse this request without forfeiting its Bid security (EMD).	In exceptional circumstances, LIC may seek the Bidders' consent for extension of the period of validity of bids after mutual discussion with the bidder . The request and the responses thereto shall be made in writing. In such a case, the EMD provided shall also be suitably extended. In such a case, the bidder may refuse this request without forfeiting its Bid security (EMD).	RFP conditions stand.
126	2.12Arithmetical errors	If the bidder does not accept the correction of errors, its bid will be rejected and its EMD may be forfeited.	If the bidder does not accept the correction of errors, its bid will be rejected and its EMD may be forfeited.	RFP conditions stand.

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
127	2.14.3 Compliant Bids / Completeness of Response	Bidders are advised to study all instructions, clarifications, terms, requirements, appendices/ Annexures and other information in this RFP document carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.	Bidders are advised to study all instructions, clarifications, terms, requirements, appendices/ Annexures and other information in this RFP document carefully. Submission of the bid / proposal shall be deemed to have been done after careful reasonable study and examination of the RFP document with full understanding of its implications.	RFP conditions stand.
128	2.15 Bid Validity Period	Bids shall remain valid for one year after the date of bid opening prescribed by LIC, in Activity Schedule. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period.	Bids shall remain valid for one year 90 days after from the date of submission of bid opening prescribed by LIC , in Activity Schedule. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period.	RFP conditions stand.
129	2.15 Bid Validity Period	The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended.	The request and the response thereto shall be made in writing after mutually agreeing with the bidder and the validity period of EMD will be suitably extended.	RFP conditions stand.
130	2.23 Notification of Award	LIC will notify the successful bidder in writing, that his proposal has been accepted. In case the tendering process has not been completed within the stipulated period, LIC may like to request the bidders to extend the validity period of the bid and EMD.	LIC will notify the successful bidder in writing, that his proposal has been accepted. In case the tendering process has not been completed within the stipulated period, LIC may like to request the bidders to extend the validity period of the bid and EMD after mutual discussion with the bidder.	RFP conditions stand.
131	2.24 Performance Guarantee	LIC shall invoke the performance guarantee in case the selected bidder(s) fails to discharge its contractual obligations during the contract period or LIC incurs any loss due to bidders' negligence in carrying out the project implementation as per the agreed terms & conditions.	LIC shall invoke the performance guarantee in case the selected bidder(s) fails to discharge its contractual obligations during the contract period or LIC incurs any loss due to bidders' negligence in carrying out the project implementation as per the agreed terms & conditions.	RFP conditions stand.
132	2.27 LIC's right to vary requirement during the term of the contract	LIC reserves the right at the time of award of contract and during the term of the contract to vary +/- 20% of the quantity of services specified in the RFP without any change in unit prices or other terms and conditions.	LIC reserves the right at the time of award of contract and during the term of the contract to vary +/- 20% 10% of the quantity of services specified in the RFP without any change in unit prices or other terms and conditions.	RFP conditions stand.

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
133	4.3Option to extend Contract Period	The Contract Period may be extended by LIC for further period(s) not exceeding one year, on the same terms and conditions, by giving 30 days' notice to Vendor(s) in writing.	The Contract Period may be extended by LIC for further period(s) not exceeding one year, after mutual discussion with the bidder along with on the same the commercials & terms and conditions, by giving 30 days' notice to Vendor(s) in writing.	RFP conditions stand.
134	4.5.1Obligations of the selected vendor(s)	In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines;	In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines;	RFP conditions stand.
135	4.5.1Obligations of the selected vendor(s)	Vendor(s) 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 Vendors' negligence. Vendor(s) will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated;	Vendor(s) will abide by the job safety measures prevalent in India regarding the employees engaged by it for the purpose of this Agreement and will free LIC from all demands or responsibilities arising from accidents or loss of life of Vendor's employees , the cause of which is the Vendors' negligence. Vendor(s) will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated;	RFP conditions stand.
136	4.7.1 Variations proposed by LIC	AS PER RFP	To be included: The changes should be subjected to +/-10%.	RFP conditions stand.
137	37806Change Order	AS PER RFP	If any such change causes an increase or decrease in the scope of, or the time required for, the vendors' performance of any provisions under the Contract, an equitable adjustment shall be made in the scope or delivery schedule, or both, and price and the Contract shall accordingly be amended. Any claims by vendor(s) for adjustment under this clause will be asserted within fifteen (15) days from the date of the vendors' receipt of LIC's change order.	RFP conditions stand.

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
138	4.11.2 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, Vendor(s) will notify LIC immediately. Vendor(s) will: a) If requested by LIC, provide a replacement person of suitable ability and qualifications, having appropriate technical qualifications and experience equivalent to 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. 4	Where one or more of the Specified Personnel is or will become unable or unwilling to be involved in providing the Services, Vendor(s) will notify LIC immediately. Vendor(s) will: a) If requested by LIC, provide a replacement person of suitable ability and qualifications, having appropriate technical qualifications and experience equivalent to 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.	RFP conditions stand.
139	4.11.3 LIC may request replacement of Personnel	LIC may at any time request vendor(s) to remove from work any of the Specified Personnel. Vendor(s) must promptly arrange for the removal of such Personnel and provide replacement in accordance with the process outlined above in 4.10.2.	LIC may at any time request vendor(s) to remove from work any of the Specified Personnel. Vendor(s) must promptly arrange for the removal of such Personnel and provide replacement in accordance with the process outlined above in 4.10.2.	RFP conditions stand.
140	4.12.5 Remedy for breach of warranty	AS PER RFP	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, Vendor(s) will, in addition to the indemnity under clause 4.16 and to any other rights that LIC may have against it, promptly, at the Vendors' expense:	RFP conditions stand.

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
141	4.12.6. 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, Vendor(s) will act expeditiously to extinguish such claim. If Vendor(s) fails to comply and LIC is required to pay compensation to a third party resulting from such infringement, Vendor(s) will be responsible for the compensation including all expenses (court costs and lawyer fees). LIC will give notice to Vendor(s) of such claim, if it is made, without delay as when received.	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, either Party Vendor(s), from whose side the infringement has occurred, will act expeditiously to extinguish such claim. If such Party Vendor(s) fails to comply and the other Party LIC is required to pay compensation to a third party resulting from such infringement, the such Party Vendor(s) will be responsible for the compensation including all expenses (court costs and lawyer fees). Either Party The LIC will give notice to the other Party Vendor(s) of such claim, if it is made, without delay as when received.	RFP conditions stand.
142	4.14 Terms of Payment to Vendor	Eighty (80) % of the cost of software or license cost shall be released against full delivery and installation of the Operating System and Mail Messaging Solution, of all the latest Versions/updates of software and other related items like accessories and manuals (If any). Following documents are required to be submitted for release of payment i. Invoice for 80% cost (with reference of Purchase Order/Contract for execution, description of services delivered, quantity, unit price, total amount).	Eighty (80) % Ninety(90) % of the cost of software or license cost shall be released against full delivery and Ten(10) % upon installation of the Operating System and Mail Messaging Solution, of all the latest Versions/updates of software and other related items like accessories and manuals (If any). Following documents are required to be submitted for release of payment i. Invoice for 100 80% 100 % cost (with reference of Purchase Order/Contract for execution, description of services delivered, quantity, unit price, total amount).	RFP conditions stand.
143	4.14 Terms of Payment to Vendor	The Balance Twenty (20) % Software licenses and 100% of Implementation Charges cost shall be paid on successful migration and complete implementation and go-live to proposed Mail Messaging Solution	The Balance Twenty (20)% Software licenses and 100% of Implementation Charges cost shall be paid on successful migration and complete implementation and go-live to proposed Mail Messaging Solution	RFP conditions stand.

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
144	4.14Terms of Payment to Vendor	If hardware deliveries including installation of OS and all Software are received within 6 weeks from the date of Purchase Order, 80% of total cost of hardware will be paid. The balance 20% will be paid after final acceptance report after Go-live.	If hardware deliveries including installation of OS and all Software are received within 6 weeks from the date of Purchase Order, 80 90% of total cost of hardware will be paid upon delivery. The balance 20 10% will be paid after final acceptance report . The acceptance shall be deemed to be accepted after 15 days after Go-live.	RFP conditions stand.
145	4.14Terms of Payment to Vendor	Invoice for the 80% cost as the case may be (with reference of Purchase Order for delivered, quantity, unit price, total amount).	Invoice for the 80 100% cost as the case may be (with reference of Purchase Order for delivered, quantity, unit price, total amount).	RFP conditions stand.
146	4.14Terms of Payment to Vendor	f) Following documents will be required to be submitted for release of second payment after the complete implementation of the solution and Go-live. i. Invoice for the balance 20% cost as the case may be (with reference of Purchase Order for execution, description of services delivered, quantity, unit price, total amount). ii. Final Acceptance report as per annexure VI duly signed by Assistant Secretary (or a higher ranking official) at CO(IT/BPR) Mumbai and by the vendors authorized representative.	f) Following documents will be required to be submitted for release of second payment after the complete implementation of the solution and Go-live final acceptance . i. Invoice for the balance 20 10% cost as the case may be (with reference of Purchase Order for execution, description of services delivered, quantity, unit price, total amount). ii. Final Acceptance report as per annexure VI duly signed by Assistant Secretary (or a higher ranking official) at CO(IT/BPR) Mumbai and by the vendors authorized representative.	RFP conditions stand.
147	4.14The Payment against Onsite Services (after Go-live) :-	Payment for the Onsite Services will be done on quarterly basis at the end of each quarter on production of the following: a. Invoice for the amount payable quarterly	Payment for the Onsite Services will be done on quarterly basis at the end beginning of each quarter on production of the following: a. Invoice for the amount payable quarterly in advance within 30 days.	RFP conditions stand
148	4.14For Payment against Annual Maintenance Contract and Support Charges	Payment for the Annual Maintenance Contract will be by IT dept at CO on quarterly basis at the end of each quarter on production of the following a. Invoice for the amount payable quarterly.	Payment for the Annual Maintenance Contract will be by IT dept at CO on quarterly basis at the end beginning of each quarter on production of the following a. Invoice for the amount payable quarterly in advance within 30 days.	RFP conditions stand
149	4.14For Payment against Annual Maintenance Contract and Support Charges	The Amount against Penalties if any will be recoverable from the Performance Guarantee OR from any other payment due to the Vendor.	The Amount against Penalties if any will be recoverable from the Performance Guarantee OR from any other payment due to the Vendor.	RFP conditions stand

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
150	4.14No advance payment before Go-live or interest will be paid by LIC.	LIC reserves the right to temporarily withhold payment and impose penalty, if it is not satisfied with progress made during that period or if there is delay in activity timelines.	LIC reserves the right to temporarily withhold payment and impose penalty, if it is not satisfied with progress made during that period or if there is delay in activity timelines.	RFP conditions stand.
151	4.14 Obligation to pay		However,the payments for the delivered undisputed products or services delivered till date shall not be affected.	Please refer Clause 4.14.1
152	4.14.2 Liquidated Damages	to be added	For delay of each week 0.25% of contract value corresponding to undelivered quantity subject to a max of 2.5% of annualized contract value. LD, if availed, shall be the+E73 exclusive remedy for LIC.	RFP conditions stand.
153	4.17 Liability	Except in cases of criminal negligence or wilful misconduct and in the case of infringement of patent, IPR, trademark, copyright or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by vendor(s) and used/consumed by LIC, the Vendor(s) shall not be liable to LIC, whether in contract, tort or otherwise, for any indirect or consequential loss or 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 vendor(s) to pay liquidated damages to LIC and the aggregate liability of vendor(s) 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.	Notwithstanding anything else herein, except in cases of criminal negligence or wilful misconduct and in the case of infringement of patent, IPR, trademark, copyright or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by vendor(s) and used/consumed by LIC, the Vendor(s) shall not be liable to LIC, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs. Subject to the above, provided that this exclusion shall not apply to any obligation of vendor(s) to pay liquidated damages to LIC and the aggregate liability of vendor(s) to LIC, whether under the Contract, in tort or otherwise, shall not exceed the fees (excluding reimbursements) received by it under this contract during the six months preceding the date of first claim; the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.	RFP conditions stand
154	4.19.2Confidentiality and privacy	AS PER RFP	iii. is disclosed by LIC;	

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
155	4.21.1 Conflict of Interest	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, the Life Insurance Corporation of India shall forfeit and appropriate the EMD (Bank Guarantee), as mutually agreed genuine pre-estimated compensation and damages payable to the Life Insurance Corporation of India for, inter alia, the time, cost and effort of the Life Insurance Corporation of India including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available to the Life Insurance Corporation of India hereunder or otherwise.	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, the Life Insurance Corporation of India shall forfeit and appropriate the EMD (Bank Guarantee), as mutually agreed genuine pre-estimated compensation and damages payable to the Life Insurance Corporation of India for, inter alia, the time, cost and effort of the Life Insurance Corporation of India including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available to the Life Insurance Corporation of India hereunder or otherwise.	RFP conditions stand
156	4.21.3 Notification of a conflict of interest	Vendor(s) shall make a disclosure to LIC as soon as any potential conflict comes to its notice but in no case later than 7 (seven) days and any breach of this obligation of disclosure shall be construed as Conflict of Interest. LIC shall, upon being notified by Vendor(s) under this Clause, decide whether it wishes to terminate his Services or otherwise, and convey its decision to Vendor(s) within a period not exceeding 15 (fifteen) days.	Vendor(s) shall make a disclosure to LIC as soon as any potential conflict comes to its notice but in no case later than 7 (seven) days and any breach of this obligation of disclosure shall be construed as Conflict of Interest. LIC shall, upon being notified by Vendor(s) under this Clause after mutual discussions between the parties , decide whether it wishes to terminate his Services or otherwise, and convey its decision to Vendor(s) within a period not exceeding 15 (fifteen) days.	RFP conditions stand
157	4.23 Books and records	Retain books and records as mandated by law and the same would be made available to LIC.	Retain books and records as mandated by law and the same would be made available to LIC except internal cost records.	RFP conditions stand

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
158	4.24.1.Audit and access	LIC will have the right to inspect and test the applicable infrastructure and system of vendor(s) at any time. Vendor(s) on demand from LIC shall carry out such tests in appropriate manner in the presence of LIC's representatives and free of charge to LIC. The vendor will bear all costs of such inspections and tests. e) Any other matters determined by LIC/ IRDAI/ Authority to be relevant to the Services or Contract	LIC will have the right to inspect and test the applicable infrastructure and system of vendor(s) at any time. Vendor(s) on demand from LIC shall carry out such tests in appropriate manner in the presence of LIC's representatives and free of charge to LIC. The vendor LIC will bear all costs of such inspections and tests. e) Any other matters determined by LIC IRDAI/ Authority to be relevant to the Services or Contract	RFP conditions stand
159	4.27.2 Termination and reduction for convenience	LIC is not liable to pay compensation under clause (iii) of 4.27.2 for an amount which would, in addition to any amounts paid or due, or becoming due, to vendor(s) under the contract, exceed the total Service Charges payable under the contract. Vendor(s) is not entitled to compensation for loss of prospective profits.	v. LIC is not liable to pay compensation under clause (iii) of 4.27.2 for an amount which would, in addition to any amounts paid or due, or becoming due, to vendor(s) under the contract, exceed the total Service Charges payable under the contract. Vendor(s) is not entitled to compensation for loss of prospective profits. There shall be no charges for termination of orders or for Services not yet provided and Vendor shall not be held liable for the same. However, in the event of Vendor having back-end contracts with its Principals where Vendor has paid or is liable to pay any amounts to the Principal, LIC shall be liable to compensate for such amounts paid .	RFP conditions stand
160	4.27.2 Termination and reduction for convenience	The systems that are complete and ready for delivery within 30 days after vendor(s)'s receipt of notice of termination shall be accepted by LIC at the Contract terms and prices. 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 vendor(s) an agreed amount for partially completed systems and for materials and parts previously procured by vendor(s).	vi. The systems that are complete and ready for delivery within 30 60 days after vendor(s)'s receipt of notice of termination shall be accepted by LIC at the Contract terms and prices. 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 vendor(s) an agreed amount for partially completed systems and for materials and parts previously procured by vendor(s).	RFP conditions stand

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
161	4.27.43Termination by LIC for default	Notwithstanding what has been stated in Clause 4, LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to vendor(s), terminate the Contract in whole or part, if vendor(s) fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if vendor(s) fails to perform any obligation(s) under the Contract.	Notwithstanding what has been stated in Clause 4, LIC may, without prejudice to any other remedy for breach of contract, by written notice of default of 30 days after giving cure period of 30 days sent to vendor(s), terminate the Contract in whole or part, if vendor(s) fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if vendor(s) fails to perform any obligation(s) under the Contract.	RFP conditions stand
162	4.27.43Termination by LIC for default	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 vendor(s) shall be liable to LIC for any excess costs for such similar systems or Services. However, vendor(s) shall continue the performance of the Contract to the extent not terminated.	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 vendor(s) shall be liable to LIC for any excess costs for such similar systems or Services. However, vendor(s) shall continue the performance of the Contract to the extent not terminated. Notwithstanding anything contained elsewhere, in all instances of risk purchase, LIC shall first give a prior reasonable notice to the Vendor to rectify the default and only if the default continues even after the expiry of the cure period, LIC shall have the right to invoke this clause. Provided further that the aggregate liability for all cases of Risk Purchase shall be restricted to 10% of the charges which otherwise would have been payable to the Service Provider had this clause not been invoked. In the event of termination Customer shall pay Wipro for goods delivered and services rendered till the date of termination.	
163	Termination by Vendor for default		To be included: In the event where LIC is unable to pay outstanding dues of the Vendor as per the terms of this RFP/ Contract, this shall be considered as a material breach and Vendor shall have a right to suspend/ terminate the services to LIC by giving a 30 days notice.	RFP conditions stand

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
164	4.27.4 Termination for Insolvency	LIC may at any time terminate the Contract by giving written notice to vendor(s), if vendor(s) becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to vendor(s), provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to LIC.	LIC may at any time terminate the Contract by giving written notice of 30 days to vendor(s), if vendor(s) becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to vendor(s), provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to LIC.	RFP conditions modified wrt notice period
165	4.28.2 Transfer of Assets	In case of contract being terminated by LIC, LIC reserves the right to ask vendor(s) to continue running the project operations for a period of 6 months after termination orders are issued. 4	In case of contract being terminated by LIC, LIC reserves the right to ask vendor(s) to continue running the project operations for a period of 6 3 months after termination orders are issued. However, LIC will be liable to make payments for all the services delivered till date.	RFP conditions stand
166	4.28.2. Transfer of Assets	4.28.2.2 In case of contract being terminated by LIC, LIC reserves the right to ask vendor(s) to continue running the project operations for a period of 6 months after termination orders are issued.	4.28.2.2 In case of contract being terminated by LIC, LIC reserves the right to ask vendor(s) to continue running the project operations for a period of 3 6 months after termination orders are issued.	RFP conditions stand
167	4.28.5 Employees	Promptly on reasonable request at any time during the exit management period, vendor(s) shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to LIC or its nominated agency, a list of all employees (with job titles) of vendor(s) dedicated to providing the services at the commencement of the exit management period.	Promptly on reasonable request at any time during the exit management period, vendor(s) shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to LIC or its nominated agency, a list of all employees (with job titles) of vendor(s) dedicated to providing the services at the commencement of the exit management period.	RFP conditions stand

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
168	4.28.6 Transfer of Certain Agreements	On request by LIC or its nominated agency, vendor(s) shall effect such assignments, transfers, licenses and sub-licenses as LIC may require in favour of LIC, or its Replacement Implementation Agency in relation to any equipment lease, maintenance or service provision agreement between vendor(s) and third party lessors, vendors, and which are related to the services and reasonably necessary for carrying out of replacement services by LIC or its nominated agency or its Replacement Implementation Agency.	On request by LIC or its nominated agency, vendor(s) shall effect such assignments, transfers, licenses and sub-licenses as LIC may require in favour of LIC, or its Replacement Implementation Agency in relation to any equipment lease, maintenance or service provision agreement between vendor(s) and third party lessors, vendors, and which are related to the services and reasonably necessary for carrying out of replacement services by LIC or its nominated agency or its Replacement Implementation Agency.	RFP conditions stand
169	4.31Performance Guarantee	The proceeds of the performance guarantee shall be payable to LIC as compensation for any loss resulting from the Vendors' failure to complete its obligations under the Contract.	The proceeds of the performance guarantee shall be payable to LIC as compensation for any loss resulting from the Vendors' failure to complete its obligations under the Contract.	RFP conditions stand
170	4.32.1 System Acceptance & Solution Acceptance	The entire System and components deployed should function continuously without any problem for 30 days as a pre-requisite for the Acceptance Certificate as required.	The entire System and components deployed should function continuously without any problem for 30 15 days as a pre-requisite for the Acceptance Certificate as required.	RFP conditions stand
171	4.35Performance Assessment/Penalties	There shall be a penalty for non-adherence to the time schedule (Milestone Schedule). The total penalty will be capped at 6% of the L1 price (Contract Value).	There shall be a penalty for non-adherence to the time schedule (Milestone Schedule). The total penalty will be capped at 6 3% of the L1 price (Contract Value).	RFP conditions stand

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
172	4.35Performance Assessment/Penalties	If the penalties are beyond 6% of the contract value then LIC may rescind the Contract and shall be free to get it done from some other source at the risk and cost of vendor(s). Vendor(s) may be debarred from applying in future assignments. To the extent that a material failure of performance of the obligations attributable solely to an act or omission of LIC causes vendor(s) to fail to meet a Milestone Date, vendor(s) shall be entitled to a dayfor-day extension of the applicable Milestone Date caused as a result of LIC's delay.	If the penalties are beyond 6 3% of the contract value then LIC may rescind the Contract and shall be free to get it done from some other source at the risk and cost of vendor(s). Notwithstanding anything contained elsewhere, in all instances of risk purchase, Customer shall first give a prior reasonable notice to the Service Provider to rectify the default and only if the default continues even after the expiry of the cure period, customer shall have the right to invoke this clause. Provided further that the aggregate liability for all cases of Risk Purchase shall be restricted to 10% of the charges which otherwise would have been payable to the Service Provider had this clause not been invoked.In the event of termination Customer shall pay Wipro for goods delivered and services rendered till the date of termination.Vendor(s) may be debarred from applying in future assignments. To the extent that a material failure of performance of the obligations attributable solely to an act or omission of LIC causes vendor(s) to fail to meet a Milestone Date, vendor(s) shall be entitled to a dayfor-day extension of the applicable Milestone Date caused as a result of LIC's delay.	RFP conditions stand .Please refer Clause 4.10.2 Notice of Non-Compliant Services and Clause 4.25.3 Termination and Clause 4.27.1 Right to terminate
173	4.35Performance Assessment/Penalties	Vendor(s) shall pay to LIC the amounts specified in this Section as liquidated damages and not as penalty. Damages payable under this Section shall not exceed six (6%) percent of the L1 price. Vendor(s) shall pay any amounts due to LIC as liquidated damages hereunder within 60 days of the missed Milestone Date, or, at LIC's option, such amounts may be deducted from all or any portion of the total fees payable pursuant to this Agreement or through encashment of Bank Guarantee. LIC shall notify vendor(s) in writing of any claim for liquidated damages pursuant to this Section before deducting or recovering such sums from the fees or bank guarantee as applicable.	Vendor(s) shall pay to LIC the amounts specified in this Section as liquidated damages and not as penalty. Damages payable under this Section shall not exceed six (6%) three(3%) percent of the L1 price. Vendor(s) shall pay any amounts due to LIC as liquidated damages hereunder within 60 days of the missed Milestone Date, or, at LIC's option, such amounts may be deducted from all or any portion of the total fees payable pursuant to this Agreement or through encashment of Bank Guarantee. LIC shall notify vendor(s) in writing of any claim for liquidated damages pursuant to this Section before deducting or recovering such sums from the fees or bank guarantee as applicable.	RFP conditions stand

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
174	4.35Performance Assessment/Penalties	If the penalties are beyond 6% of the L1 price (Contract Value) then LIC may rescind the Contract and shall be free to get it done from some other source at the risk and cost of the Bidder. The Bidder may be debarred from applying in future assignments.	If the penalties are beyond € 3% of the L1 price (Contract Value) then LIC may rescind the Contract and shall be free to get it done from some other source at the risk and cost of the Bidder. Notwithstanding anything contained elsewhere, in all instances of risk purchase, Customer shall first give a prior reasonable notice to the Service Provider to rectify the default and only if the default continues even after the expiry of the cure period, customer shall have the right to invoke this clause. Provided further that the aggregate liability for all cases of Risk Purchase shall be restricted to 10% of the charges which otherwise would have been payable to the Service Provider had this clause not been invoked. In the event of termination Customer shall pay Wipro for goods delivered and services rendered till the date of termination. The Bidder may be debarred from applying in future assignments.	RFP conditions stand
175	4.37Right to Audit	It is agreed by and between the parties that the Service Provider shall get itself annually audited by external empanelled Auditors appointed by LIC/ inspecting official from the IRDAI or any regulatory authority, covering the risk parameters finalized by LIC/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to LIC and the vendor shall submit such certification by such Auditors to LIC. The vendor and or his / their outsourced agents /sub – contractors (if allowed by LIC) shall facilitate the same. LIC can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by LIC.	It is agreed by and between the parties that the Service Provider shall get itself annually audited by external empanelled Auditors appointed by LIC/ inspecting official from the IRDAI or any regulatory authority, covering the risk parameters finalized by LIC/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to LIC and the vendor shall submit such certification by such Auditors to LIC. The vendor and or his / their outsourced agents /sub – contractors (if allowed by LIC) shall facilitate the same. LIC can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data except internal cost records to them. All costs for such audit shall be borne by LIC.	The said clause is self explanatory that LIC can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
176	5Scope of work	AS PER RFP	Delivery to check and confirm on entire scope. B2b confirmation from OEM required. Specific confirmation from OEM required on upgrades and enhancements to be provided free-of-cost. Specific confirmation from OEM required on end of life support to be provided free-of-cost.	RFP conditions stand
177	7Service Level Agreement (SLA)	Hardware Breakdown (penalty to be deducted by invoking Bank Guarantee or from Hardware AMC) (For on-premise option)	Hardware Breakdown (penalty to be deducted by invoking Bank Guarantee or from Hardware AMC) (For on-premise option)	RFP conditions stand .Penalty is to be deducted from PBG as Hardware would be in warranty for 5 years and no payment is due to vendor in first 5 years
178	7Mail Service Availability Issue	< 99.5% ----- 5% of quarterly Onsite resource charges for (on premise) < 99% --- 7.5 % of quarterly Onsite resource charges for (on premise) < 95% ----10% of quarterly Onsite resource charges for (on premise)	< 99.5% ----- 5 1.5% of quarterly monthly Onsite resource charges for (on premise) < 99% ---- 7.5 2.5% of quarterly monthly Onsite resource charges for (on premise) < 95% ---- 10 3% of quarterly monthly Onsite resource charges for (on premise)	RFP conditions stand
179	7On-site engineer	10 % of the on-site charges for every occurrence	10 3 % of the on-site charges for every occurrence	RFP conditions stand
180	7On-site engineer	Any type of adverse reporting about the onsite engineer at C.O. will attract a penalty of Rs. 20000 per quarter on the charges of onsite engineer. The Engineer may have to be changed, if LIC so requests.	Any type of adverse reporting about the onsite engineer at C.O. will attract a penalty of Rs. 20000 per quarter on the charges of onsite engineer. The Engineer may have to be changed, if LIC so requests.	RFP conditions stand
181	7Service Level Agreement (SLA)	to be added	Notwithstanding to anything else herein,The overall maximum penalty including liquidated damages, if any that can be imposed on Wipro under this proposal contract shall not exceed 3% of the Annualized Contract Value and penalty for a given month should not be more than 3% of monthly invoice value.	Plesae refer sec 4.35 The total penalty will be capped at 6% of the L1 price (Contract Value).

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
182	8Infrastructure Specifications (Hardware)	Project Team: Vendor(s) has to deploy an appropriate Project Team at LIC Central Office, Mumbai (Vile Parle Office) as per the requirements. Substitution of Project Team Members: During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, vendor(s) can do so only with the concurrence of the LIC by providing other staff of same level of qualifications and expertise. If the LIC is not satisfied with the substitution, LIC reserves the right to terminate the contract and recover whatever payments made by the LIC to vendor(s) during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, LIC reserves the right to insist vendor(s) to replace any team member with another (with the qualifications and expertise as required by the LIC) during the course of	Project Team: Vendor(s) has to deploy an appropriate Project Team at LIC Central Office, Mumbai (Vile Parle Office) as per the requirements. Substitution of Project Team Members: During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, vendor(s) can do so only with the concurrence of the LIC by providing other staff of same level of qualifications and expertise. If the LIC is not satisfied with the substitution, LIC reserves the right to terminate the contract and recover whatever payments made by the LIC to vendor(s) during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, LIC reserves the right to insist vendor(s) to replace any team member with another (with the qualifications and expertise as required by the LIC) during the course of assignment.	RFP conditions stand
183	9Roles and responsibilities	The bidder should ensure that all the licenses, peripherals, accessories, sub-components required for the functionality and completeness of the solution, including but not limited to devices, equipment, accessories, patch cords (copper/fibre) , cables, software, licenses, tools, etc. should also be provisioned according to the requirement of the solution. If the bidder has not provisioned some components, sub-components, assemblies, sub-assemblies as part of bill of material in the bid, the bidder will have to provide the same to meet the solution requirements at no additional cost and time implications to the LIC.	The bidder should ensure that all the licenses, peripherals, accessories, sub-components required for the functionality and completeness of the solution, including but not limited to devices, equipment, accessories, patch cords (copper/fibre) , cables, software, licenses, tools, etc. should also be provisioned according to the requirement of the solution. If the bidder has not provisioned some components, sub-components, assemblies, sub-assemblies as part of bill of material in the bid, the bidder will have to provide the same to meet the solution requirements at no additional cost and time implications to the LIC.	

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
184	Annexure – VII: Non-Disclosure Agreement	AS PER RFP	The NDA needs to be mutual. The Respondent herein agrees and undertakes 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.	RFP conditions stand .NDA cannot be mutual with each bidder ,as all bidders have to adhere to common conditions of RFP
185	Annexure – XII: Terms and Conditions of Annual Maintenance Contract for Hardware and Software items of RFP and Maintenance during Warranty	Violation of any of the conditions of contract will invite penalty as per SLA mentioned in Section 7 and the Bidder may be debarred from applying in future assignments. 6	Violation of any of the conditions of contract will invite penalty as per SLA mentioned in Section 7 and the Bidder may be debarred from applying in future assignments. 6	RFP conditions stand
186	36Miscellaneous Conditions:	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 the Corporation and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total AMC Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.	Notwithstanding anything else herein, except in cases of criminal negligence or wilful misconduct and in the case of infringement of 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. Subject to the above,, provided that this exclusion shall not apply to any obligation of supplier/vendor to pay liquidated damages to the Corporation and the aggregate liability of both the parties, whether under the Contract, in tort or otherwise, shall not exceed the fees (excluding reimbursements) received by it under this contract during the six months preceding the date of first claim: the total AMC Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment	RFp conditions stand
187	Maintenance during Warranty Period	The on-site support services will be presumed to be for a minimum period of 6 years and further extension period. The contract will be renewed after the end of six years subject to the discretion of LIC.	The on-site support services will be presumed to be for a minimum period of 6 years and further extension period. The contract will be renewed after the end of six years subject to the discretion of LIC. Mutual discussion with the vendor.	RFP conditions stand

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
188	Maintenance during Warranty Period	The contract of on-site support services may be renewed at the current rate for further extension period after the end of a period of 6 years on expiry unless specifically terminated by LIC and subject to the satisfactory performance by the vendor.	The contract of on-site support services may be renewed at the current mutually agreed rate for further extension period after the end of a period of 6 years on expiry unless specifically terminated by LIC and subject to the satisfactory performance by the vendor.	RFP conditions stand
189	Annexure – XIII: Undertaking for Warranty & AMC	We hereby accept all the Term & Conditions of AMC and warranty of the RFP Ref: LIC/CO/ITBPR/EMS/RFP/2018-19 Dated: 03/10/2018, RFP for Implementation & Maintenance of EMS Solution as per Annexure XII and extend complete warranty for the hardware for a period of three years from the date of installation.	We hereby accept all the Term & Conditions of AMC and warranty with deviations proposed of the RFP Ref: LIC/CO/ITBPR/EMS/RFP/2018-19 Dated: 03/10/2018, RFP for Implementation & Maintenance of EMS Solution as per Annexure XII and extend complete warranty for the hardware for a period of three years from the date of installation.	RFP condition stand as option is given in Annexure XII for deviations
190	ARC/RRC		The Fixed Price, as mentioned in the Commercial schedule, is valid within a dead band of $\pm 5\%$ of the baseline volumetric of the respective resource unit that is provided as part of RFP. For assets volumes above $+5\%$ threshold of the baseline volumetric, additional resources will be charged at ARC 'Additional Resource Charge' to reflect additional marginal cost to Service Provider, while credits known as RRC 'Reduced Resource Credit' will be granted to Customer for reduction in resources consumed, for service volumes below -5% of the baseline volumetric.	RFP conditions stand
191	Variance in Minimum Wages		Service Provider undertakes that it is compliant to State minimum wages act at the time of execution of the Agreement and the commercials are accordingly factored. In the event there is a change to the State minimum wages act or if the Customer wants the Service Provider to comply to some other minimum wages act including but not limited to Central minimum wages act or the existing minimum wages act is repealed by another act, then in such cases, Customer will support Service provider with change request for additional cost incurred by Service Provider for complying to new minimum wages. Service provider will not ask for Change request for any changes that is within 8% increase year on year from the State minimum wages as on the date of contract sign off.	RFP conditions stand

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
192	SNR	Clause not present in RFP	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Wipro shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer	RFP conditions stand
193	Pass Through Warrantmy	Clause not present in RFP	Since Wipro is acting as a reseller of completed products, Wipro shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Wipro shall not provide any additional warranties and indemnities with respect such products.	RFP conditions stand
194	Risk and Title	Clause not present in RFP	The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	RFP conditions stand
195	Non Hire Clause	Clause not present in RFP	Customer acknowledges that personnel to be provided by Wipro represent a significant investment in recruitment and training, the loss of which would be detrimental to Wipro's business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any Wipro employee, or induce any such individual to leave the employ of Wipro. For purposes of this clause, a Wipro employee means any employee or person who has who has been involved in providing services under this Agreement.	RFP conditions stand

Sl No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
196	termination	to be added	Upon termination of this Agreement all rights and benefits granted by this Agreement shall revert to the respective parties and Customer shall pay all amounts due to Wipro upto the effective date of termination, including for services rendered but not yet invoiced. There shall be no charges for termination of orders or for Services not yet provided and Wipro shall not be held liable for the same. However, in the event of Wipro having back-end contracts with its Principals where Wipro has paid or is liable to pay any amounts to the Principal, the Customer shall not be entitled to such refund.	RFP conditions stand
197	Assignment/Discounting of receivables	Clause not present in RFP	(1) Customer hereby agrees and provides consent to Wipro to have unhindered right to assign the receivables under this Contract to a financial or banking institution or any other institution/organization engaged in the business of funding. For avoidance of doubt, such assignment may include but is not limited to sale of receivables. (2) Notwithstanding anything contained or expressed to the contrary in the Agreement or elsewhere, Customer is obligated to provide full support and cooperation to Wipro to enable Wipro to assign and discount the receivables by furnishing all data, documents, reports, future projections etc. including last three years financials, latest progress report, financial model etc. to the reasonable possible extent if so required by such financial or banking institution in order to enable them to ascertain the credit worthiness for lending money against the assignment of receivables. (3) In the event if RFP/Contract provides for takeover of ownership of Customer asset, it shall be conditioned upon successfully securing the finances from a financial or banking institution or any other institution/organization engaged in the business of funding under a factoring arrangement.	
198	Saving Clause	Clause not present in RFP	Wipro's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Wipro performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	RFP conditions stand

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
199	Deemed Acceptance	Clause not present in RFP	Products/Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Wipro shall have 15 days time to correct in case of any rejection by Customer.	RFP conditions stand
200	Page 75/149 Clause 5.3.2 (Supply and Installation of Hardware required as per the proposed solution)Point 20	iii) Backup Solution: Backup Solution should be present in the leaders or challengers quadrant of Gartner's latest (2017) Magic Quadrant for Data Center backup and Recovery solutions	1. Gartner's Magic Quadrants give insight into the relative capabilities of vendors in many key segments: disk arrays, storage area networks, virtual tape products, storage services, provisioning, backup and management software. 2. PTL (Physical Tape Libraries) being a Offline Storage Platform is not considered a part of Gartner Quadrant. Request to exclude Physical Tape Libraries specifically	RFP conditions stand
201	Page 88/149 Clause 8 (Infrastructure Specifications (Hardware))	Bidder has to provide Infrastructure for: 1. Production – Primary Site 2. Disaster Recovery Site	Request LIC to confirm if the Tape Backup Solution to be designed for both Primary and Disaster Recovery Site?	tape Backup Solution is not required for Primary site
202	Page 124/149 Clause L (Backup Software)	4. The bidder should provide appropriate back up software, backup client agent, hardware solution , tape library required for taking backups	Request LIC to confirm if the Tape Backup Solution to be designed considering a Data Capacity of 75TB as stated by LIC?	250 TB is total mailbox size estimated , data size of other logs ,applications , temporary space backup/restore space etc is to be estimated additionally by bidder
203	Page 124/149 Clause M (Disaster Recovery Setup)	2.The proposed backup solutions should Facilitate disaster recovery — provide a daily-updated disaster recovery plan and restore only the files you need to conduct high-speed, policy based disaster recovery, business continuance or both.	Request LIC to confirm if the Tape Backup Solution to be designed considering a Data Capacity of 75TB as stated by LIC?	250 TB is total mailbox size estimated , data size of other logs ,applications ,temporary space backup /restore space etc is to be estimated additionally by bidder.250 TB is mail box size
204	Page 127/149 Annexure – XI: Functional Requirements 2. Components of the mailing solution required	2.6 Backup solution	Request LIC to confirm how many LTO8 Data Cartridges to be factored each for Primary Site and Disaster Recovery Site?	RFP condition is modified
205	Page 66 of 149 / Hardware	Servers -48, Storage -17, Racks, KVM switches, Tape Drive LTO3, Tapes	Does LIC wants to replace this by Standalone LTO8 Tape Drives or Entry Level Tape Library with 2 LTO8 Drives at these 11 Locations.	No backup solution is required at DR site and decentralised 8 locations where Active Directory servers are to be implemented

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
206	Page 66 of 149 /Architecture at CO-VileParle	Architecture at Central Office-Vile Parle:The Mail box Servers in Central Office –Vile Parle is implemented in CCR-Cluster Continuous Replication set of 2 servers in LAN with 2 sets of Storage boxes for HA.	Does LIC has a Tape Library at this Site, Which Should be Now Changed to LTO8 TAPE LIBRARY & 10 Data Cartridges	RFP condition is modified
207	Page 66 of 149 & 67 Architecture at Central Office –Yogakshema	The Mail box Servers in Central Office –Yogakshema is implemented in CCR-Cluster Continuous Replication set of 2 servers in LAN with 2 sets of Storage boxes for HA.	Does LIC has a Tape Library at this Site, Which Should be Now Changed to LTO8 TAPE LIBRARY & 10 Data Cartridges	RFP condition is modified
208	page 67 of 149/ Architecture at each of 8 Zones	Backup: Netvault Backup Software using LTO3 tapes are taken	Does LIC wants to replace this by Standalone LTO8 Tape Drives or Entry Level Tape Library with 2 LTO8 Drives at these 8 Locations.	RFP condition is modified
209	Page - 41, Point No - 10.7	Storage Details – Whether the Storage is present in the leaders or challengers quadrant of Gartner's Magic Quadrant for General Purpose Disk Arrays in the year 2016 and latest year	Hyper Converged Infrastructure Solution (HCI Solution) delivers Storage services using General Purpose Disks/array available as part of the Server Node. There is no external Storage or SAN Networking Fabric required in a HCI Architecture. Kindly confirm Gartner's Magic Quadrant for	RFP condition is modified
210	Page - 42, Point No - 10.1	Server Details : Whether Servers are present in the leaders or challengers quadrant of Gartner's Magic quadrant for Modular	Kindly confirm Gartner's Magic Quadrant for HCI (Feb 2018) as well, for bidders proposing HCI Solution. Page 74 of Main RFP, Server Spec – Kindly note that HBA's, CNA's or FC Ports or Rack Server connectivity etc are not required/applicable in a HCI Node.	RFP condition is modified
211	Generic		Please clarify authentication has to be done through AD or LIC has enterprise wide Single Sign on solution . If LIC goes for AD or LDAP authentication then it adversely affects the user experience for mail services. So LIC should provide Single sign on for user authentication	LIC does not have enterprise wide Single sign on
212	Generic		Would LIC like to procure H/W separately along with other H/W requirement of LIC . So that LIC gets benefit of volume discount on H/W. We suggest to keep the H/W separate as there would be H/w refresh require post 5 to 6 years and Mailing solution will at least run for 10-15 years.	RFP conditions stand
213	Generic		Details of existing RHEL Licenses, is that under support and how many server licenses available	

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
214	Generic		Is there any existing Load Balance available which can be used for HTTP? If yes what OEM and is it under support and support end date	There is no existing Load balancer
215	EMS-RFP-Annexures-I-to-XVIII (Page 29) – Enterprise Directory Software:		LIC is currently using Microsoft Active Directory Services to support Windows Systems and maintain various policies proprietary to Windows Active Directory.	RFP conditions modified
216	EMS-RFP-Annexures-I-to-XVIII (Page 29) – Enterprise Directory	5.3.3 .9 Software and software licenses when being proposed should take into consideration	The current RFP is procurement for Mail Messaging, Bidder proposing Non-Microsoft Mail Messaging which do not depend on Microsoft Active Directory will have to propose	RFP condition is modified
217	Disaster Recovery site location		will it be the same location as the existing DR site or new site?	Location will be Either same DR site i.e Pune or new IDC-Mumbai
218	Backup Solution		the same needs to be proposed.	Yes Backup solution is required to be proposed
219	Backup Solution		o What will be the Backup and retention policy	Backup and retention policy will be shared with successful bidder
220	Backup Solution		o What will be the Backup storage, the same needs to be proposed or it is available with the Bank?	RFP condition is modified
221			What is the current network architecture between the sites	Point to point link between Vile parle and IDC -bandwidth 150 Mbps ,Pune To Vile parle 155 Mbps MPLS
222		Implementation, Migration, Project Completion – 25 weeks	this needs to be reconsidered to 32 weeks in order to ensure that we get the project sign off	RFP conditions stand
223		Mail Server Availability Issues	any network downtime / unavailability cannot be considered as a downtime from Mail perspective as this will not be managed and controlled by us	Yes
224		10% of on-site charges for every occurrence of on-site engineer leaving before 2 years	we can provide replacement with proper handover in case on site engineer is leaving. So this needs to be considered / waved off	RFP conditions stand
225		The bidder should have a valid CMMI Level 3 or higher Certification.	Copy of CMMI Level certificate, valid as on the date of bid submission. - Please consider the change/modification in this point	RFP conditions stand

SI No.	RFP Document Reference(s)	RFP Clause	Query from bidder	Clarifications
226	Point 10.7 Pg 41	Storage Details – Whether the Storage is present in the leaders or challengers quadrant of Gartner’s Magic Quadrant for General Purpose Disk Arrays in the year 2016 and latest year	Hyper Converged Infrastructure Solution (HCI Solution) delivers Storage services using General Purpose Disks/array available as part of the Server Node. There is no external Storage or SAN Networking Fabric required in a HCI Architecture. Kindly confirm Gartner's Magic Quadrant for HCI (Feb 2018) as well for those bidders proposing HCI Solution	RFP conditions are modified
227	Point 10.1 Pg 42	Server Details : Whether Servers are present in the leaders or challengers quadrant of Gartner’s Magic quadrant for Modular	Kindly confirm Gartner's Magic Quadrant for HCI (Feb 2018) as well for those bidders proposing HCI Solution	RFP conditions are modified
227		2) Also kindly request if you can please consider 2 customers as reference instead of 3 customers		RFP condition is modified
229	Eligibility Criteria Page 31 Point 5	The proposed Mail Messaging Solution should be Enterprise Grade and be present in any of the quadrants of Gartner’s Magic Quadrant for Social Software in the Workplace 2015 or 2016 or 2017.	We would like to high light In addition to vendors in Gartner Report , Top / Mature Players in Radicati Group report should be allowed to bid. The Radicati Group, the specialist research and analysis firm that focuses on email, security and messaging this report is more relevant to your tender considering the Scale . The OEM,s presence in a Specific Gartner report is not totally relevant to the Scope of the RFP.	RFP conditions stand
230	Eligibility Criteria Point 14, Page 34	The bidder should have a valid CMMI Level 3 or higher Certification.	How this clause can be relaxed ? Like Bidder under process of certification or have applied etc?	No change in the RFP conditions
231	The bidder should have a valid CMMI Level 3 or higher Certification.		3) Also kindly request if you can please accept our BID without CMMI Level 3 certifications as Dimension Data is specializing in information technology services and do only some amount of Development	No change in the RFP conditions

03.11.2018

EXECUTIVE DIRECTOR (IT/BPR)