

Pre Bid Query Responses for CPAMS RFP Ref: LIC/CO/IT-SD/EFEAP-NEXT/CPAMS/21-22/01 Dated: 11/10/2021

SL No.	RFP Document Reference(s) (Section & Page Number)	Clause (in brief) of RFP requiring clarification(s)	Brief details/ Query in reference to the clause	LIC Response
1	1.1. Definitions	LAW: mean any Act, notification, by law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government	It is proposed that Supplier shall comply with those LAW that are applicable to Supplier as per its scope of work.	Please be guided by RFP
		Default Notice Shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.	Its proposed that a written notice of 30 business days to be served	Please be guided by RFP
		“Solution”/ “Services”/ “Work”/ “Sys-tem”/ “IT System”: Means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the implementation/ development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training and other obligation of the Supplier covered under this RFP.	It is proposed that any services cope of work and deliverables falling beyond scope of work shall be delivered by Supplier as per agreed commercial terms and delivery timelines, under a change control mechanism.	Please be guided by RFP
		L1 Quote	Please clarify whether Online Reverse Auction will be held for this RFP?	Please refer Clause 7. Evaluation process of RFP.
		Date of acceptance	Bidder proposes that the Deliverables shall be deemed to have been accepted by the Customer after seven (7) working days of delivery or the extended time period as mutually agreed between the parties.	Please be guided by RFP
2	3. INSTRUCTIONS TO THE BIDDERS	3.13. point-22. In case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, a penalty of 10,000/-(Rupees Ten Thousand only) per violation will be charged. For example: if the Bid is not spirally bound a penalty of 10,000/-(Rupees Ten Thousand only) will be	As per Notes provided at the end of clause 3.7 Activity schedule, this is an E – Tender and hence Bids will be submitted “ON LINE” through e procurement portal. So penalty at RFP stage are not applicable, proposed to remove this clause.	Please refer the modified clause in corrigendum -1.

	imposed. Upper cap for this penalty is Rs.10,000/-.		
	3.13.2. point-7. Bidder shall obtain a written permission from the LIC before applying any of the patches/ Up-upgrades/ Updates. Bidder has to support older versions of the Solution. In case LIC chooses not to upgrade to the latest version.	Support for older versions can be provided if the OEM supports that version. If the older version is not supported by OEM, bidder can support as long as there is no bug or software where there is a dependency on the OEM. Hope LIC is fine with it. Please confirm	Understanding is Correct.
	3.13.2. point-11. Bidder shall provide legally valid Software Solution. The detailed information on license count and type of license shall also be provided by the bidder to LIC.	The license can be Perpetual/Subscription based? Pls Clarify.	Please be guided by RFP.
	3.13.Instructions for Bid Submission Envelope-III - Technical Bid - Indicative Commercial Bid Envelope-IV – Commercial Bid Instructions for Bid Submission Envelope-III - Technical Bid - Indicative Commercial Bid Envelope-IV – Commercial Bid	LIC to confirm difference in both the format.	Indicative commercial will include all line items without any price
	3.18.Bids shall remain valid for 240 days after the date of Online Reverse Auction (ORA) prescribed by LIC, in the Activity Schedule Bids shall remain valid for 240 days after the date of Online Reverse Auction (ORA) prescribed by LIC, in the Activity Schedule	Request to revise the bid validity between 30 to 60 days	Please be guided by RFP
	3.13.2. Undertaking for Warranty, AMC, ATS and Quality Assurance Point 9 :AMC rate to be 15% minimum	During Reverse auction, prices may go below 15%. Would that be, okay?	Proportion needs to be maintained so that AMC rate is 15% or more
	3.13.2. Undertaking for Warranty, AMC, ATS and Quality Assurance: Point 10: Findings of vulnerability assessment/penetration test of security/performance and also findings of audit observations whenever intimated by LIC in writing or	Please confirm the above statement is for the finding vulnerabilities for a PAM solution?	The understanding is correct

		through email, should be attended/resolved by the bidder.		
		3.13.2. Undertaking for Warranty, AMC, ATS and Quality Assurance :Point 7:Findingson-call/on-site support during peak weeks and at the time of switching over from Production to DR and vice-versa	Does full on-site support is needed or only on the peak weeks, can this be clarified?	Please be guided by RFP. Full Onsite support as per Section 5 of RFP is required
		3.18 Bid Validity Period: Bids shall remain valid for 240 days after the date of Online Reverse Auction (ORA)	Can you clarify more on this point?	Please be guided by RFP.
		Bid Processing Fee NEFT Transfer to LIC of India A/C number INR ` 11,800/- (Inclusive of applicable Taxes)	Kindly waive off the fee for MSME bidder as per MSME Act of Govt of India. Kindly consider MSME certificate against the Bid processing Fee.	Please refer Corrigendum -1 for modified condition.
		3.13. Instructions for Bid Submission::14. The contents of the Soft copies submitted in the CD and the contents of the soft copies submitted on e-procurement site shall be exactly the same. If not, the BID MAY BE REJECTED. 22. In case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, a penalty of 10,000/-(Rupees Ten Thousand only) per violation will be charged. For example: if the Bid is not spirally bound a penalty of 10,000/- (Rupees Ten Thousand only) will be imposed. Upper cap for this penalty is Rs.10,000/-.	Hope, there is no hard copy or soft copy submission applicable in this RFP response other than Online submission. Please confirm	The conditions are applicable for softcopy as well
3	4. Scope of Work	4.2.1.3.The Proposed Solution should be DB Agnostic, OS Agnostic, Version Agnostic and should support all leading Database services like but not limited to ORACLE, Mysql, MS-SQL, Postgre SQL etc	Our solution supports privilege management for different databases but it can only use MS SQL database as a repository. Is this ok with LIC?	Yes
		4.2.1.3.The Proposed Solution should be DB Agnostic, OS Agnostic, Version Agnostic and should support all leading	Just to confirm the OS agnostic, DB agnostic and version agnostic are for target devices to be supported through PAM?	Yes

		Database services like but not limited to ORACLE, Mysql, MS-SQL, Postgre SQL etc		
		4.2.1.5. The Proposed Solution should be customizable as per the requirement of the LIC.	Customization will depend on the use case to be configured and the efforts required for the same which may have dependency on OEM if the use case is not available out of the box ie it will be a feature request. Hence this may incur additional commercials based on the requirement and feasibility. Request LIC to consider the same	Bidder need to provide the solution to meet the scope of RFP, with no additional cost on later date
		4.2.1.6. The solution should have capability of heterogeneous device integration of different Hardware/OS/application/Database in LIC environment.	Our understanding is Table -1 Current User and Device Details: mentioned in page 30 is the inventory to be integrated with the proposed solution. Please clarify.	The table-1 contains Current User and Device Details however the solution should be scalable to handle any additional user/device requirements of LIC.
		4.2.1.7. Further, in case of any upgradation of current Hardware/OS/Application/Database in LIC, the same should be integrated with PAM Solution. No extra cost will be paid to bidder for such any integration/customization.	Upgrade of PAM solution does not require extra license cost as long as the customer has active software maintenance. Actual upgrade can be done by customer's team or they can opt to get professional service	The Onsite Engineers of PAM solution should complete the upgrade of PAM Solution
		4.2.1.11. The bidder should resolve any vulnerability found in the PAM solution as and when identified by LIC as well as Hardware/Software OEMs. Patches made available by the OEMs should be applied immediately. All vulnerabilities should be closed immediately or within 15 days of reporting the same to bidder.	There is a dependency on OEM to release patches. If the patches are released on time and the subsequent approvals are given by LIC on time, vulnerabilities can be closed within the time frame, else LIC there will be a delay. Hope LIC will consider the same.	Bidder need to address vulnerability immediately wherever possible within existing version. In case of further patch required from OEM, the same needs to be

			deployed as and when released by OEM and approved by LIC
	4.2.1.12. The Proposed Solution should be immune to denial-of-service attacks or other types of security threats that may hinder or cease the operation of the proposed solution's functionality and access to LIC's assets	Request LIC to remove this clause as there are separate security solutions to take care of such requirements. Request LIC to elaborate on this requirement.	Please refer Corrigendum -1 for modified condition.
		DDoS attack is network level attack. Proposed PAM software will meet the required functionality. But it is expected that it will leverage DDoS mitigation solution implemented by LIC. Kindly confirm that LICs DDoS mitigation will be provided for proposed PAM solution.	Please refer Corrigendum -1 for modified condition.
		There are separate Anti-DDOS solution that can protect the LIC environment from DOS attacks. PAM solution will not have builtin Anti-DDOS capability. Request you to remove the clause	Please refer Corrigendum -1 for modified condition.
		Change Suggested - The Proposed Solution protect against denial-of-service attacks or other types of security threats that may hinder or cease the operation of the proposed solution's functionality and access to LIC's assets.	Please refer Corrigendum -1 for modified condition.
	4.2.1.13. The proposed solution should comply with all IS Audit Requirements of LIC as well as other Regulatory Requirements which will be shared once the Bidder is on-boarded	Our solution is SOC2 compliant and report will be available on request	Please be guided by RFP

	4.2.1.15. The Proposed Solution should have capability of SSO (Single Sign On) - Systems should be able to provide single sign on for all types of the servers, databases, routers, switches, firewalls, storage, thin clients, and thick clients without any agent Support for privileged/normal/hidden accounts. The solution should have provision for context based switching between OTP and Biometric based authentication.	Please confirm which OTP based and biometric based authentication solution is used by LIC	The details will be shared with technically qualified bidders.
	4.2.1.17. The proposed solution should have a provision for 2FA/MFA for users who are not integrated in AD.	Please confirm which 2FA/MFA solution is being used by LIC	Proposed solution should have capability to integrate with LIC's BioMetric solution, OTP through LIC SMS Gateway, OTP through LIC Mail service, Hardware Token and/or Software Token Authentication.
	4.2.1.18. The proposed solution should be able to integrate with LIC's email, SMS, Biometric (2FA) Solutions for different activities related to sending mail, SMS and biometric access.	Please confirm the following - - email solution used by LIC - Biometric (2FA) solution used by LIC Please confirm the following - - email solution used by LIC - Biometric (2FA) solution used by LIC	The details will be shared with technically qualified bidders.
		Please confirm - whether the expectation is to integrate the PAM Solution within the LIC's existing 3rd party MFA Solution to be considered?	Yes
	4.2.1.22. The proposed solution should integrate with LIC's backup solution	Bidder/OEM would like to know the backup solution in position at LIC.	Commvault is the Backup Software

			being used by LIC.
	4.2.1.24. Bidder has to participate and perform in LIC DR Drill activity	What is the interval planned for DR drill activities	Currently it is planned for one complete DR Drill for each Quarter
	4.2.1.25. The bidder should implement encryption/decryption on sensitive information on the implemented solution in consultation with LIC.	Request LIC to elaborate on this requirement.	All the data in transit or at rest from PAM solution should be encrypted
	4.2.1.26. Bidder has to provide centralized dashboard for monitoring the entire PAM Solution Implementation	Separate Centralized dashboard software or Implementation status on email? Can you please clarify what is the expectation here?	Regular Monitoring of PAM Solution should be available on single dashboard.
	4.2.2.1 Point B. For PAM implementation, the following number of Users/Devices has to be considered. However the solution should be scalable to handle any additional user/device requirements of LIC.	Kindly share the scalability to be factored for additional user/device requirements?	The details will be shared with technically qualified bidders.
	4.2.2.1. PAM Solution should be implemented for the following devices for both human and non-human users: 1. Server 2. Database 3. Application/Web Servers 4. Other Hardware/Network Devices	List of application/Web Servers and Network devices to be shared to determine the solution capabilities and efforts to integrate them	The details will be shared with technically qualified bidders.
	Section 4.2.2.1. Point B. The proposed solution should run on Virtualized Environment, Infra support up-to hypervisor level will be provided by LIC. However, bidder will be responsible for maintenance of the setup on top of and including OS. Regarding Operating System LIC has the licenses/support for only RHEL(if required) .	Request LIC to share the type of Virtualized Environment Hypervisor Used? Will LIC provide the required database? Pls clarify. For OS our understanding is LIC will only provide RHEL license/support if supported by the proposed solution Other OS needs to be factored by the Bidder.	Nutanix AHV is the hypervisor. LIC can provide Enterprise License for MySQL Database and RHEL Operating System. Any other

				software needs to be factored by bidder
			Please confirm if Windows Server Licenses or RDBMS Licenses (Microsoft SQL or Oracle or MySQL) will be provided by LIC or they are to be factored by the bidder.	RHEL and Mysql Licenses will be provided by LIC. All other licenses are to be factored in by Bidder.
			Please clarify the type of RHEL license that LIC has procured	RHEL Operating System Licenses for installing the latest version of OS.
		4.2.2.1. point C. The bidder is required to quote and supply the required Licenses/Cost for the number of users provided in table-1 below without any restriction on number of devices. However LIC reserves the right to procure additional licenses up-to the limit of 2x number of licenses for the users as mentioned in Table-1 at the same rate quoted by the bidder and approved by LIC within the project period of 5 years.	The license model should be User and device based both. As specified in the RFP it is just user based. So we are requesting you to change user and device based.	As mentioned in RFP, LIC needs user based license with unlimited/enterprise license for number of devices
			Request LIC to reduce the repeat order validity period as maximum 120 days from the Price discovery date.	Please be guided by RFP.
		4.2.2.1. Point D. The current number of devices/users identified for PAM implementation are given in table-1 below. However if additional devices/users are identified or additional devices/users are added to the inventory, those devices/users also will have to be	There will be no penalty and timeline applicable for the additional device /user implementation. Also please share the tentative number of additional users /Devices	Penalty will be applicable as per the RFP conditions. The additional requirement details will

	on-boarded by the bidder during project period at no additional on-boarding cost.		be provided as and when available.
	4.2.2.1. For PAM implementation, the following number of Users/Devices has to be considered. However the solution should be scalable to handle any additional user/device requirements of LIC.	Kindly share the scalability to be factored for additional user/device requirements?	The details will be shared with technically qualified bidders.
	4.2.2.1. Total Devices count: 6000	Please could you share count of each OS Type and Version; and count of administrator for each platform i.e., Unix, Windows, network etc.?	The details will be shared with technically qualified bidders.
	Section 4.2.2.2. Point n. Bidder is required to ensure compliance of PAM Solution to applicable CA, VA, PT, IS Audit, IRDA Audit, LIC's Information Security Policy and other regulatory requirements.	Our solution has many certifications on different international regulatory compliance. These includes ISO 27001 and SOC 2 which may be used to support LIC's Information Security Policy and other regulatory requirements.	Please be guided by RFP
		Does Bidder has to perform any VAPT for the LIC environment or we need to ensure the proposed PAM OEM tool is compliant with CA,VA,PT,IS Audit etc?	LIC will conduct VAPT, the PAM Solution should comply with the CA,VA,PT,IS Audit etc points.
	section 4.2.2.2. point k. Training to nominated LIC officials. Training will be for following areas:	Please share the no of LIC personnel to be trained in a batch.	The details are provided in Annexure-18.
	Section 4.2.2.2. Point l. The proposed solution should be able to store the logs and operational in hot state.	Please clarify the log retention period in hot state required by LIC.	The logs are to be retained for 6 months period in hot state.

		Section 4.2.2.2. Point o. "Bidder is required to conduct Annual Health Check of the solution by OEM representative"	Does it also involve configuration assessment as well? Or, just the device health check.	All jobs required for health of PAM Solution will form part of this activity.
		4.2.2.5. Exit from PAM Solution If LIC decides to switch to another PAM solution or to discontinue the PAM Solution, the following should be ensured by the bidder:	Contract term of 5 years should be fixed and if LIC wants to discontinue without stating any valid reason then ETC would be applicable	Please be guided RFP.
		4.2.2.5. All logs and Videos etc should be migrated uniformly to a standard readable unencrypted/decoded format and should be available for audit.	All solutions support a certain format of logs and videos. While we agree to support migration but there exists a dependency with target solution at that time.	Please be guided by RFP
4	5. Onsite L2 Engineers.	5.1.1. The Onsite Engineer Should be a certified engineer (minimum B.Tech/BE/equivalent qualification).	MCA/M Sc instead of BE would be okay?	B. Tech/BE/MCA/MSc IT/Computer Science/equivalent qualification.
		5.1.2. point 1. Details of the concerned candidate, along with his/her CV duly authenticated by OEM/Bidder should be made available to LIC within two weeks from the date of selection as L1 Bidder. Background check on the CV may be carried out by LIC using 3rd party agency. The agency will be finalized by LIC and decision of LIC will be final in this matter. The engineer will be called for an interview by LIC and if rejected, Bidder will have to provide an alternate candidate within a period of 30 days.	Details of the concerned candidate, 5.1.2. point 1. along with his/her CV duly authenticated by OEM/Bidder should be made available to LIC within four weeks from the date of selection as L1 Bidder. Background check on the CV may be carried out by LIC using 3rd party agency. The agency will be finalized by LIC and decision of LIC will be final in this matter. The engineer will be called for an interview by LIC and if rejected, Bidder will have to provide an alternate candidate within a period of 120 days.	Please be guided by RFP
		5.1.2. The onsite engineer may have to be changed, if LIC so desires. Notice period for the same will be of 30 days from LIC, and Bidder will have to provide a substitute engineer within that period	Below modification suggested: The onsite engineer may have to be changed, if LIC so desires. Notice period for the same will be	Please be guided by RFP

			of 60 30 days from LIC, and Bidder will have to provide a substitute engineer within that period.	
		5.1.2. point 3. The onsite engineer may have to be changed, if LIC so desires. Notice period for the same will be of 30 days from LIC, and Bidder will have to provide a substitute engineer within that period.	5.1.2. point 3. The onsite engineer may have to be changed, if LIC so desires. Notice period for the same will be of 120 days from LIC, and Bidder will have to provide a substitute engineer within that period.	Please be guided by RFP
		5.1.3. point 1. The proposed Onsite engineer will be responsible for installation/configuration/monitoring/trouble shooting of PAM solution that may be reported / alerted to him/ her. He/ She will also proactively monitor the devices using the alerts generated by management software installed.	Please confirm the Onsite engineer would coordinate with OEM for any kind of installation/configuration activities such as patch upgrades or server upgrades	Yes
		The on-site Engineer should be present in LIC's premises as per the RFP conditions.	As mentioned in the RFP , 24/7 support is required so how many onsite engineers will be required.	Please Refer Clause 5 of RFP.
5	6. Eligibility Criteria	The bidder should have minimum annual turnover of 100 Crores or above in India in the last three audited Financial Years.	The bidder should have minimum Average turnover of 100 Crores or above in India in the last three audited Financial Years.	Please be guided by RFP
			Our organization is registered with Startup India, Department for Promotion of Industry and Internal Trade (DPIIT), the Registration Number is DIPP74168 issued on 02/02/2021.	Please be guided by RFP
			The Date of Incorporation of the Organization is 21/09/2020	Please be guided by RFP
		Bidder should have minimum 20 technically qualified personnel in the proposed PAM solution	Kindly consider the bidder/OEM resources for the minimum 20 resources with PAM implementations experience required.	Please refer Corrigendum -1 for modified clause
			Request LIC to consider this criteria as "Bidder should have minimum	Please refer Corrigendum -1 for

			20 technically qualified personnel in the Security Domain"	modified clause
			Cyber Security is wider domain where resources interchangeably work in different modules/aspects. It becomes difficult to classify resources as technically qualified in PAM Solution. In this regard, request you to please remove this qualification criteria.	Please refer Corrigendum -1 for modified clause
			Request you to kindly make this as "Bidder and/or OEM should have minimum 5 technically qualified personnel". (As this point is product specific)	Please refer Corrigendum -1 for modified clause
		The bidder should have ISO 27001 certification	ISO/IEC 27001:2013 under process	Please be guided by RFP
			The bidder should have ISO 9001 certification	Please be guided by RFP
		The bidder should have made net profit in the last three audited financial years.	Request LIC to relax this clause to "The bidder should have made net profit in at least two of the last three audited financial years."	Please be guided by RFP
			Change Suggested - The past year has seen profits fall for many companies due to COVID-19. <u>Unlike other IT services companies whose business is focussed on Western markets, CMS's IT Services business is focussed on India business and thus, had to face brunt of it's client curtailing IT spend.</u> We would thus request this clause to be deleted.	Please be guided by RFP

		The bidder should have implemented PAM solution in at least 3 organizations in India having PO/Work Order Date on or after 01/01/2015 (having at-least 50 users or 1000 Devices in each implementation), out of which at-least 1 implementation should be in Scheduled Public Sector bank/Scheduled Private sector bank/Scheduled foreign Banks/Insurance Companies (Life/General) in India.	Change Suggested - The bidder should have implemented PAM solution in at least 3 organizations in India having PO/Work Order/Letter from customer Date on or after 01/01/2015 (having at-least 50 users or 1000 Devices in each implementation), out of which at-least 1 implementation should be in Scheduled Public Sector bank/Scheduled Private sector bank/Scheduled foreign Banks/Insurance Companies (Life/General)/PSU/Private Company in India.	Please be guided by RFP
			Request LIC to change this clause as below, The bidder/OEM should have implemented PAM solution in at least 3 organizations in India having PO/Work Order Date on or after 01/01/2015 (having at-least 50 users or 1000 Devices in each implementation), out of which at-least 1 implementation should be in Scheduled Public Sector bank/Scheduled Private sector bank/Scheduled foreign Banks/Insurance	Please be guided by RFP
			The bidder should have implemented PAM solution in at least 3 organizations in India having PO/Work Order Date on or after 01/01/2015 (having at-least 50 users or 1000 Devices in each implementation), out of which at-least 1 implementation should be in Scheduled Public Sector bank/Scheduled Private sector bank/Scheduled foreign Banks/Insurance Companies (Life/General)/Tele Communication Companies Globally. The bidder should have implemented PAM solution in at least 3 organizations in India	Please be guided by RFP

		having PO/Work Order Date on or after 01/01/2015 (having at-least 50 users or 1000 Devices in each implementation), out of which at-least 1 implementation should be in Scheduled Public Sector bank/Scheduled Private sector bank/Scheduled foreign Banks/Insurance Companies (Life/General)/Tele Communication Companies Globally.	
		Supporting Documents: Details should be submitted in Annexure EC –A and Annexure EC-C along with the copies of PO/Work Order/Commissioning certificate from the Organization for the relevant years, duly attested by the Authorized Signatory of the Company. We request you to consider confirmation on Company letter Head from the Bidder's Company Secretary to consider for reference credentials in case Bidder is unable to Provide Documentary proof due to NDA agreement with their client. Supporting Documents: Details should be submitted in Annexure EC –A and Annexure EC-C along with the copies of PO/Work Order/Commissioning certificate from the Organization for the relevant years, duly attested by the Authorized Signatory of the Company. We request you to consider confirmation on Company letter Head from the Bidder's Company Secretary to consider for reference credentials in case Bidder is unable to Provide Documentary proof due to NDA agreement with their client.	Please be guided by RFP

			Requesting for Bidder and OEM - Also reference of non-Indian implementations requested for consideration	Please be guided by RFP
			Request LIC to consider this criteria as " The bidder should have implemented PIM/PAM solution in at least 3 organizations in India having PO/Work Order Date on or after 01/01/2015 (having at-least 50 users or 1000 Devices in each implementation), out of which at-least 1 implementation should be in Scheduled Public Sector bank/Scheduled Private sector bank/Scheduled foreign Banks/Insurance Companies (Life/General) in India.	Please be guided by RFP
			It is important to bring in International experience as well in sophisticated solutions like PAM and hence, request you to please consider global assignments as well. Further, PAM is a module within the wider cyber security domain and it becomes important that the selected firm has extensive experience in wider cyber security domain. In this regard, request you to please revise the clause as follows: The bidder should have implemented PAM solution/Cyber security Solution in at least 3 organization in India or globally having PO/Work Order Date on or after 01/01/2015 (having at-least 50 users or 1000 Devices in each implementation).	Please be guided by RFP

			The bidder should have implemented PAM solution in at least 3 organizations in India having PO/Work Order Date on or after 01/01/2015 (having at-least 50 users or 1000 Devices in each implementation), out of which at-least 1 implementation should be in Scheduled Public Sector bank/Scheduled Private sector bank/Scheduled foreign Banks/Insurance Companies(Life/General) in India/BFSI / Financial Institutions	Please be guided by RFP
			Request you to kindly change it to: "The bidder should have implemented PAM solution in at least 2 organizations in India having PO/Work Order Date on or after 01/01/2015 (having at-least 20 users or 300 Devices in each implementation)" It can be from any Industry & not Industry specific.	Please be guided by RFP
6	7. Evaluation Process	Step 2 - Proof of Concept	Is LIC is going to provide the Hardware which will be required for POC? Please clarify on the duration of the POC.	The Hardware for POC is to be arranged by bidders. The duration of POC will be intimated to technically qualified bidders.
			For better understanding of the product. Could be POC done at LIC premises?	Please be guided by RFP
7	8. Award & Signing of contract	LIC reserve the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.	It is proposed that subject to mutual agreement, any other document (s) to be enclosed as a part of the final contract.	Please be guided by RFP
		8.1. Subcontracting: No kind of subcontracting is allowed.	Its Proposed to allow Subcontracting with information to LIC as required.	Please be guided by RFP

8	9. Terms and Conditions	9.3 Limitation of Liability: Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier /Bidder to pay liquidated damages to LIC and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.	Its proposed that exclusion/carve out from consequential damages & direct damages to be deleted.	Please be guided by RFP
			We request to modify the clause: The Supplier/vendor 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 the supplier/vendor to pay liquidated damages to LIC. The aggregate liability of the supplier/vendor 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 • in cases of criminal negligence or willful misconduct • 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 the vendor and used/consumed by LIC.	Please be guided by RFP

			Below modification suggested: 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/Bidder to pay liquidated damages to LIC and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total annual Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. The limitations set forth in this section shall apply even if any other remedies fail of their essential purpose and such limitation shall be considered cumulatively and not per incident. The existence of claims or suits will not enlarge or extend the limit.	Please be guided by RFP
			Request that Bidder shall not be liable for indirect damages for criminal negligence or willful misconduct, and for IPR infringement. Liability for IPR claims/breach should be limited to direct damages and should be capped of total contract value? Can bidder liability for repairing or replacing defective equipment be limited to the total contract value please.	Please be guided by RFP

	9.6. Completeness Responsibility: Offer from bidder has to be complete in all respects to comply with the specifications, whether some items are specifically mentioned or not, but required to comply with the quality, quantity and other features of the services. b. Notwithstanding the scope of work, supply and services stated in the RFP document, any equipment, item, material, services, licenses, technical data, engineering or technical services etc., which might not have been specifically mentioned under the scope of supply of this RFP and which are not expressly excluded from the RFP, but which are necessary for the performance of the quoted solution to comply with the specifications, will be treated to be included in the bid and will have to be provided (and /or performed) by bidder, at no extra cost to LIC.	It is proposed that any services cope of work and deliverables falling beyond scope of work shall be delivered by Supplier as per agreed commercial terms and delivery timelines, under a change control mechanism.	Please be guided by RFP
	9.9. Consequences of Termination of Selected Bidder: In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the terminated Bidder in relation to the execution/continued execution of the scope of the work defined in RFP.	Bidder seeks to clarify that a notice period/cure period of at least 30 days to be given for termination. (i) Termination under breach shall be subject to payment Deliverables already completed but not paid and work in progress. (ii) Termination under convenience: LIC shall be liable to pay (i) the total charges due for the Deliverables and Services delivered until the effective date of termination and (ii) any other reimbursable or other reasonable costs and expenses incurred by Supplier through such termination.	Please be guided by RFP
		Its proposed that Bidder shall support the LIC as per mutually agreed commercial and delivery timelines.	Please be guided by RFP

			The terminated Bidder shall support takeover of the solution by LIC or a new Bidder selected by LIC for continuity of the project during the period of transition. This period of transition shall not exceed six months from the effective date of termination and the terminated Bidder would be paid at mutually agreed rates for the transition services rendered.	Please be guided by RFP
		9.11. Performance Bank Guarantee (PBG): The PBG / part thereof may be invoked for an amount that will be decided by LIC, when the bidder backs-out of any of his obligations as per this RFP and fails to discharge their contractual obligations during the period or LIC incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms and conditions.	Bidder requests for a cure period of 30 days be provided prior to invoking this clause.	Please be guided by RFP
			Its proposed that Bidder's negligence to be read as Bidder's gross negligence	Please be guided by RFP
		9.12. Contracting: LIC reserves the right to incorporate standard contract provisions into any contract negotiated as a result of any proposal submitted in response to this RFP. These provisions may include such things as the normal day-to-day relationships with the Bidder, but may not substantially alter the requirements of this RFP.	Its proposed that parties shall mutually discuss the clauses to be incorporated under the contract.	Please be guided by RFP
			Please share standard contract provisions referred on the link, with Bidder, if applicable If the terms on this link "Contract Agreement for Selection of System Integrators/ Implementation Agencies" http://meity.gov.in/content/rfp-standardization-model-rfps-and-guidance-notes is applicable on the Bidder, please share the correct link or copy of those terms If the terms on this link "Contract Agreement for Selection of System Integrators/ Implementation Agencies" http://meity.gov.in/content/rfp-standardization-model-rfps-and-	The details will be shared with technically qualified bidders.

			guidance-notes" is applicable on the Bidder, please share the correct link or copy of those terms	
		9.14. Contract Period: The Bidder is required to commence the services within 15 days from award of contract	It is proposed that commencement of services period/date from award of contract to be mutually discussed and agreed by both the parties.	Please be guided by RFP
			Request LIC to consider any Extension in contract as mutually agreed basis only since the Terms & Commercial will vary at that point of time.	Please be guided by RFP
		9.15. Pricing and Taxes	6. In case concrete evidence of having paid the appropriate taxes is not submitted within a maximum period of two six months from the date of payment of the taxes, the Bidder will not be eligible for any reimbursement on this count. 7. In case concrete evidence of having paid the appropriate taxes (Other than GST) is not submitted within a maximum period of two six months from the date of payment of the taxes, the Bidder will not be eligible for any reimbursement on this count	Please be guided by RFP
		9.16. Penalty for delay/ non-performance / un-satisfactory Services: Any delay in performing the obligation /defect in performance by the supplier may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract	Bidder proposes that penalty shall be applicable only if such delay arises due to reasons solely attributable to Vendor. Its proposed that LIC can exercise only one option in the event Supplier's breach. Bidder proposes that penalty shall be applicable only if such delay arises due to reasons solely attributable to Vendor. Its proposed that LIC can exercise only one option	Please be guided by RFP

			Any delay in performing the obligation /defect in performance by the supplier may result in imposition of liquidated damages, invocation of Performance Bank Guarantee (post intimation to the Bidder) and/or termination of contract.	Please be guided by RFP
		The rates approved by LIC will be valid up to five year further extendable to 2 years from the date of purchase order.	We request For extendable period of two years should be granted with minimum 8% hike to the Bidder.	Please be guided by RFP
		9.18. Repeat Orders: Beyond the validity period which is mentioned above Clause 9.17, LIC reserves the right to place repeat orders for additional software and services on the same terms and conditions at same prices for 5 years.	It is proposed that any purchases/repeat order for additional software or services beyond rate validity period to be place as per revised rated which to be mutually discussed and agreed by both the parties.	Please be guided by RFP
			Request LIC to reduce the repeat order validity period as maximum 120 days from the Price discovery date.	Please be guided by RFP
		9.20. Deliverables and Timelines: Milestones	Need clarity weather the days calculated are the working days for LIC or the holidays are included in the count	All days including holidays.
		9.20. Deliverables and Timelines: Project completion sign-off: After completion of all the milestones from M1 to M10 and after 30 days from M9.	Request LIC to extend Implementation sign-off timeline. Please make changes as: Project completion sign-off: After completion of all the milestones from M1 to M10 and after 60 days from M9.	Please be guided by RFP
		9.20. Deliverables and Timelines - M3:PAM Solution setup creation (Primary, DR and Vault)	Understanding is it is basic installation of the proposed solution which will include installation of the application and basic configuration (eg - IP address assignment and connecting to the existing setup). Please clarify	All the activities related to PAM Solution Creation /configuration are to be completed.

	9.20. Deliverables and Timelines - M5:Pilot implementation	As per section 4.2.2.2. Implementation & Integration Services - point -g Pilot implementation will have approximately 500 devices and 200 users. Request you to consider 45 days from M4	Please be guided by RFP
	9.20. Deliverables and Timelines - M9:Implementation for all servers/devices/applications/users	Considering the 5500 devices to be integrated post pilot deployment. Request you to consider 120 days from M5	Please be guided by RFP
	9.20. Deliverables and Timelines: Table 2: Implementation for set of servers/devices/applications/users(M8) Implementation for set of servers/devices/applications/users is to be completed within 6 days from intimation date. Table 4: Implementation for set of servers/devices/applications/users(M8) Implementation for set of servers/devices/applications/users is to be completed within 6 days from intimation date.	Request LIC to relax the clause as below: Implementation for set of servers/devices/applications/users is to be completed within 6 weeks from intimation date. Also we believe the intimation date will be post successful completion of the Pilot implementation Request LIC to relax the clause as below: Implementation for set of servers/devices/applications/users is to be completed within 6 weeks from intimation date. Also we believe the intimation date will be post successful completion of the Pilot implementation	Please be guided by RFP
	9.21. VARYING THE SERVICES IN THE SCOPE OF WORK,:LIC reserves the right to make any changes in the scope of contract. Any change in the general scope will be informed to the Bidder in writing.	Its proposed that either party may propose any change in scope of work.	Please be guided by RFP
	9.25. Personnel: If specified persons not available	This is NOT clear in the entire RFP i.e. when, how many, for what. Better if clarity is brought for the understanding of all bidder.	Refer Clause 5 of RFP.

		9.26. INTELLECTUAL PROPERTY RIGHTS: The Bidder will indemnify LIC against all third-party claims of infringement of patent, Intellectual Property Rights, trademark, copy right or industrial design rights arising from use of the Bidder's Solution or any part thereof through-out the Offices of LIC, including but not limited to the legal actions by any third party against LIC.	We propose the below clause as product/solution is owned by the OEM: The Bidder /OEM will indemnify LIC against all third-party claims of infringement of patent, Intellectual Property Rights, trademark, copy right or industrial design rights arising from use of the Bidder's Solution or any part thereof through-out the Offices of LIC, including but not limited to the legal actions by any third party against LIC.	Please be guided by RFP
		9.26.4. LIC ownership of Intellectual Property Rights in Contract Material : All Intellectual Property Rights in the Contract Material shall vest in LIC; to the extent that LIC needs to use any of the Auxiliary Material provided by the Bidder to receive the full benefit of the Services (including the Contract Material), the Bidder grants to, or must obtain for, a world-wide, royalty free, perpetual, non-exclusive license to use, reproduce, adapt, modify and communicate that Auxiliary Material.	Its proposed that (i) All Intellectual Property Rights in the Contract Material (except pre-existing IPR of Supplier including any amendments, modifications or enhancements thereto)) shall vest in LIC, shall upon receipt of full payment by Supplier from the LIC C stand assigned to the LIC at LIC's cost. (ii) To the extent Supplier embeds any Supplier Auxiliary Material into a Deliverable, Supplier hereby grants to LIC a royalty-free, non-exclusive, non-transferable license to use such Supplier Auxiliary Material solely in connection with Client's use of the Deliverable and in accordance with any further specific limitations set forth in the applicable SOW, and provided no portion of the Supplier Proprietary Intellectual Property will be unbundled or separated or used as a stand-alone product or development tool.	Please be guided by RFP

		Bidder is happy to provide indemnity however, if there is any IPR claims or a breach for reason attributable to LIC and subject to the exclusions, Bidder is not liable to identify LIC and LIC should indemnify bidder LIC to indemnify the Bidder from and against any claims by third parties and expenses (including legal fees and court costs) arising from damage to (a) Bidder's or third party's intellectual property rights, (b) tangible property, personal injury or death caused by LIC's negligence or willful misconduct. LIC shall also indemnify, defend and hold Bidder harmless from any and all claims (i) relating to LIC's or its End Users' use of the Services;	Please be guided by RFP
		Please provide the definition of 'Contract Material' and 'Auxiliary Material'. Any 3rd party hardware or software provided to Customer is subject to any third party terms and conditions.	Please be guided by RFP
		LIC shall not be allowed to communicate it to any third party with consent of service provider especially any entity which is in business similar to the service provider.	Please be guided by RFP
	9.26.6: The liability of the bidder, regardless of the nature of the action giving rise to such liability arising out of use of the software /services solution provided by the Bidder and in case of claims against the LIC arising out of misconduct or gross negligence of the bidder, its employees and partners or through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of	Clause to be deleted	Please be guided by RFP

	confidentiality obligations shall be unlimited.		
	9.26.8. IPR Warranty: The Bidder will warrant that:	Its proposed that The Bidder, to the best of it's knowledge will warrant that:	Please be guided by RFP
	9.26.9.:The LIC shall not be held liable for and would be absolved of any responsibility or claim/litigation arising out of the use of any third party software or its components or modules supplied by the bidder in terms of requirements of this RFP.	LIC liability should be as per the exception mentioned in section 11.4	Please be guided by RFP.
	9.27:Moral Rights - Obtaining Consent	Need clarity on the clause mentioned in the document	Please be guided by RFP.
	9.28 Payment Terms: 60% Payment of Software Cost will be made after successful pilot implementation and sign-off by LIC.	Request LIC to change the Payment term as: - 60% Payment of Software will be made after delivering the Licenses	Please be guided by RFP.
	9.28. Payment Terms: 1. All Software license associated with PAMS Solution a.60% Payment of Software Cost will be made after successful pilot implementation and sign-off by LIC. b.15% Payment of Software Cost will be made after successful implementation and signoff by LIC for 2000(Total 2000) devices. c.15% Payment of Software Cost will be made after successful implementation and signoff by LIC for another 2000(Total 4000) devices. d. Remaining 10% Payment of Software Cost will be made after Project completion sign-off (M11).	It is proposed that all software licenses cost to be paid 100% on delivery of the software licenses to LIC.	Please be guided by RFP

	9.28. Payment Terms : 5. On-Site Engineers for Contract Period Payment of On-Site Engineers shall be made at the end of every quarter in Arrears. Payment for onsite engineers will be made in actuals as per the attendance of the Engineers.	It is proposed that on-site engineers payment to be made monthly in arrears.	Please be guided by RFP
	9.28. Payment Terms: 5. On-Site Engineers for Contract Period Payment of On-Site Engineers shall be made at the end of every quarter in Arrears. Payment for onsite engineers will be made in actuals as per the attendance of the Engineers.	Request that payment of on-site engineers be made at the beginning of the quarter with adjustments for attendance in subsequent quarter	Please be guided by RFP
	9.28. Payment Terms: a.60% Payment of Software Cost will be made after successful pilot implementation and sign-off by LIC.	If this is license then it should be 100% on Delivery.	Please be guided by RFP
	Payment Terms & Payment Process	1. All Software license associated with PAMS Solution a. ~~60%~~ 90% Payment of Software Cost will be made after successful pilot implementation and sign-off by LIC. b. ~~15%~~ 4% Payment of Software Cost will be made after successful implementation and sign-off by LIC for 2000(Total 2000) devices. c. ~~15%~~ 4% Payment of Software Cost will be made after successful implementation and sign-off by LIC for another 2000(Total 4000) devices. d. Remaining ~~10%~~ 2% Payment of Software Cost will be made after Project completion sign-off (M11) 2. PAM Solution setup Creation Cost(Primary, DC and Vault) a. ~~40%~~ 90% Payment of PAM Solution setup Creation cost will be made after successful pilot implementation and sign-off by LIC. b. ~~25%~~ 4% Payment of PAM Solution setup Creation cost will be	Please be guided by RFP

made after successful implementation and signoff by LIC for 2000(Total 2000) devices.

c.~~25%~~ 4% Payment of PAM Solution setup Creation cost will be made after successful implementation and signoff by LIC for another 2000(Total 4000) devices.

d. Remaining ~~10%~~ 2%Payment of PAM Solution setup Creation cost will be made after Project completion sign-off (M11).3.

Implementation Cost
The actual number of devices where PAM solution will be implemented may vary from the estimated number of devices mentioned in clause 4.2.2.1 and the actual number of users to be on-boarded in the PAM solution may be less than number of users mentioned in clause 4.2.2.1 based on the actual number of devices identified or actual number of users available.

The bidder needs to complete the implementation of all the devices/users as decided by LIC as part of Implementation for all servers/devices/applications/users (M9).

a.~~40%~~ 70% Payment of Implementation Cost will be made after successful pilot implementation and sign-off by LIC.

b.~~25%~~ 14% Payment of Implementation Cost will be made after successful implementation and signoff by LIC for 2000 (Total 2000) devices.

c.~~25%~~ 14%Payment of Implementation Cost will be made after successful implementation

and signoff by LIC for another 2000(Total 4000) devices.

d. Remaining ~~10%~~ 2% Payment of Implementation Cost will be made after Project completion sign-off (M11).

4. Annual Maintenance charges for the duration of contract
AMC/ATS Payments will be made on yearly basis from 2nd year onwards (in advance at the beginning of the yearly AMC/ATS period).

5. On-Site Engineers for Contract Period
Payment of On-Site Engineers shall be made at the end of every ~~quarter~~ month in Arrears. Payment for onsite engineers will be made in actuals as per the attendance of the Engineers1. d may vary from the estimated number of devices mentioned in clause 4.2.2.1 and the actual number of users to be on-boarded in the PAM solution may be less than number of users mentioned in clause 4.2.2.1 based on the actual number of devices identified or actual number of users available.

The bidder needs to complete the implementation of all the devices/users as decided by LIC as part of Implementation for all servers/devices/applications/users (M9).

a.~~40%~~ 70% Payment of Implementation Cost will be made after successful pilot implementation and sign-off by LIC.

b.~~25%~~ 14% Payment of Implementation Cost will be made after successful implementation

		and signoff by LIC for 2000 (Total 2000) devices. c. ~~25%~~ 14% Payment of Implementation Cost will be made after successful implementation and signoff by LIC for another 2000 (Total 4000) devices. d. Remaining ~~10%~~ 2% Payment of Implementation Cost will be made after Project completion sign-off (M11). 4. Annual Maintenance charges for the duration of contract AMC/ATS Payments will be made on yearly basis from 2nd year onwards (in advance at the beginning of the yearly AMC/ATS period. 5. On-Site Engineers for Contract Period Payment of On-Site Engineers shall be made at the end of every ~~quarter~~ month in Arrears. Payment for onsite engineers will be made in actuals as per the attendance of the Engineer.	
	9.28. Payment Terms: 1. All Software license associated with PAMS Solution a. 60% Payment of Software Cost will be made after successful pilot implementation and sign-off by LIC. b. 15% Payment of Software Cost will be made after successful implementation and signoff by LIC for 2000 (Total 2000) devices. c. 15% Payment of Software Cost will be made after successful implementation and signoff by LIC for another 2000 (Total 4000) devices.	Request LIC to consider the payment terms as " 1. All Software license associated with PAMS Solution a. 60% Payment of Software Cost will be made on complete delivery of License b. 20% Payment of Software Cost will be made after successful pilot implementation and sign-off by LIC. c. 10% Payment of Software Cost	Please be guided by RFP

		d. Remaining 10% Payment of Software Cost will be made after Project completion sign-off (M11).	will be made after successful implementation and signoff by LIC for 2000(Total 2000) devices. c.10% Payment of Software Cost will be made after successful implementation and signoff by LIC for another 2000(Total 4000) devices."	
		9.28. Payment Terms: LIC shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. LIC reserves the right to temporarily withhold payments and impose penalty, if it is not satisfied with progress made during that period or if there is a delay in activity timelines. LIC shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder.	Clause to be deleted	Please be guided by RFP
		9.29 Payment Process	Bidder proposes the insertion of following clause: LIC shall within seven (7) days from the date of receipt of the invoice notify Vendor if there is any dispute in respect of the invoice, failing which the invoice shall be deemed to be accepted by LIC.	Please be guided by RFP
		9.29.1 Obligation to pay.3. Payment for PAM solution will be done for completing the job in all the devices.	Hope the payment released as per the milestone mentioned. Please confirm	Please Refer Clause 9.28 Payment Terms.
		9.29.2 Liquidated Damages: There shall be a penalty for non-adherence to the time schedule of Project Timelines. The total penalty will be capped at 10% of the total contract value. Penalties for non-adherence to the time	Bidder proposes that (i) LDs shall be applicable only if such delay arises due to reasons solely attributable to Service Provider. (ii) LDs to be the sole and exclusive remedy for all delays.	Please be guided by RFP

		schedule of project timelines: All activities as per agreed timelines: 1% of the total contract value of the TCO per week of delay or part thereof for the first 8 weeks. Thereafter, the rate of penalty will be 2% of the total contract value of the TCO or part thereof. If the penalties are beyond 10% of the total contract value, then LIC may rescind the Contract and shall be free to get it done from some other source at the risk and costs of the Bidder. The Bidder may be debarred for applying in future assignments.	Below modification suggested: If the penalties are beyond 10% of the total contract value, then LIC may upon provision of an opportunity to be heard and cure the breach within 30 days cure period rescind the Contract and shall be free to get it done from some other source at the risk and costs of the Bidder maximum upto 5 % of the differential cost of unperformed services. The Bidder may be debarred for applying in future assignments.	Please be guided by RFP
			Its proposed that risk purchase shall be limited to 110% of any amounts paid for the terminated portion of the Work.	Please be guided by RFP
			We request to cap penalty to 0.5% Per week of value of portion of work delayed and maximum upto 10% of value of delayed portion and not full TCV.	Please be guided by RFP
			Proposed to modify the clause as All activities as per agreed timelines: 0.5% of the total contract value of the TCO per week of delay or part thereof.	Please be guided by RFP
			Kindly make it 5% only	Please be guided by RFP
			Request LIC to consider the penalty as 0.5% per week and maximum of 5% of the product/solution cost.	Please be guided by RFP
			We request to modify the clause: There shall be a penalty for non-adherence to the time schedule of Project Timelines. The total penalty will be capped at 7% of the total contract value. Penalties for non-adherence to the	Please be guided by RFP

			time schedule of project timelines: All activities as per agreed timelines: 0.2% of the total contract value of the TCO per week of delay or part thereof for the first 8 weeks. Thereafter, the rate of penalty will be 0.5% of the total contract value of the TCO or part thereof. If the penalties are beyond 7% of the total contract value, then LIC may rescind the Contract and shall be free to get it done from some other source at the risk and costs of the Bidder. The Bidder may be debarred for applying in future assignments.	
		9.31: Fault Reporting, Trouble Ticketing and Call Closure Procedure.	Please confirm the ticketing tool used by LIC	The details will be shared with technically qualified bidders.
		9.32.3: Parties to resolve dispute: If the parties cannot resolve the Dispute within that period then, the parties agree that any dispute or differences under or in connection with agreement or any breach thereof, which cannot be settled by mutual negotiation between the parties shall be finally settled by arbitration conducted in accordance with Arbitration and Conciliation Act, 1996 or any modifications, Rules, or enactments thereof. Each party shall appoint its Arbitrator and the two respective arbitrators appointed by each party shall appoint presiding arbitrator to adjudicate the dispute, difference, or claim between the parties.	Below modification suggested: If the parties cannot resolve the Dispute within that period then, the parties agree that any dispute or differences under or in connection with agreement or any breach thereof, which cannot be settled by mutual negotiation between the parties shall be finally settled by arbitration conducted in accordance with Arbitration and Conciliation Act, 1996 or any modifications, Rules, or enactments thereof. Parties shall appoint a sole arbitrator. Each party shall appoint its Arbitrator and the two respective arbitrators appointed by each party shall appoint presiding arbitrator to adjudicate the dispute, difference, or claim between the parties.	Please be guided by RFP

9	10. SERVICE LEVEL AGREEMENT (SLA)	10.2. Guiding Principles: LIC, at any point of time, can ask the Bidder for change in engineer (on their own pay roll) in case service/response level of existing engineer is not found satisfactory.	Reason for change in resource to be discussed mutually and agreed.	Please refer Clause 10.2 of RFP for reason of change of resource.
		Other Terms and Conditions::All licenses/subscriptions should be provided in the name of LIC and should be enterprise, unlimited, perpetual license/subscription.	Request LIC to consider this clause as "All licenses/subscriptions should be provided in the name of LIC and should be enterprise, perpetual license/subscription."	Please be guided by RFP.
		Other Terms and Conditions: Source code and scripts / customizations developed will be owned by LIC and the IPR for this will also vest with LIC.	Request LIC to remove this clause as Source code will be confidential and OEM's will not provide this to any third party.	Source Code of customized scripts is referred in this clause
		10.3. Business Continuity Required and Its Applicable Penalties: Table 4:PAM Implementation Penalty CAP, 5% of TCO	Request to consider Penalty up to related license cost for pilot as against TCO.	Please be guided by RFP.
		10.3. Business Continuity Required and Its Applicable Penalties: Table 4 Man power Management	Proposed removal of Manpower Management penalties as resource level penalties are not acceptable.	Please be guided by RFP.
		10.3. Business Continuity Required and Its Applicable Penalties: Table 4. Penalty Cap:- Maximum Penalty due to PAM Solution breakdown/business interruption/malfunctioning of software/system failure – 10% of the Total Contract Value, penalty will be deducted from any amount payable to the Bidder or invoking the performance Bank Guarantee.	Request to consider Penalty towards quarterly payout instead of contract value.	Please be guided by RFP.
		10.3. Business Continuity Required and Its Applicable Penalties:Table-3 Severity Level 1(S1), Severity Level 2(S2), Severity Level 2(S3), Severity Level 4(S4)	"Response Time "Request LIC to replace the "Resolution Time" to "Response Time"	Please be guided by RFP.
		10.3. Business Continuity Required and Its Applicable Penalties: Penalty Cap:- Maximum Penalty due to PAM Solution breakdown/business interruption/malfunctioning of software/system failure – 10% of the Total Contract Value, penalty will be	Bidder proposes that (i) LDs shall be applicable only if such delay arises due to reasons solely attributable to Service Provider.	Please be guided by RFP.

	deducted from any amount payable to the Bidder or invoking the performance Bank Guarantee.		
	10.3. Business Continuity Required and Its Applicable Penalties: Resolution Time: S1 - 15 Mins, Penalty - Rs. 50000/- per event for non-availability of PAM Solution/ business disruption if not resolved within resolution time. In addition penalty of Rs 5000/- per 10 Minutes or part thereof after initial 15 Minutes in a month. Resolution Time:	Request LIC to relax the clause as below: S1 - 4 Hours, Penalty - Rs. 5000/- per event for non-availability of PAM Solution/ business disruption if not resolved within resolution time. Request LIC to relax the clause as below:	Please be guided by RFP.
	10.3. Business Continuity Required and Its Applicable Penalties:Table-3 Severity Level 1(S1), Severity Level 2(S2), Severity Level 2(S3), Severity Level 4(S4)	Request to Cap Penalty Cap of 10% must be on portion of work delayed only and not on full Contract value	Please be guided by RFP.
	10.3. Business Continuity Required and Its Applicable Penalties: Resolution Time: S2 - 30 Mins, Penalty - Rs 3000/- per 10 Minutes or part thereof after initial 30 Minutes in a month. Resolution Time:	Request LIC to relax the clause as below: S2 - 12 Hours, Penalty - Rs 3000/- per event in case it is not resolved within resolution time. Request LIC to relax the clause as below:	Please be guided by RFP.
	10.3. Business Continuity Required and Its Applicable Penalties:Table-4 :Manpower Management(Onsite Engineers):Penalties are defined for 1. Onsite Engineers Appointment 2. Onsite Engineers absence 3. Onsite Engineers replacement as @ 5% of the engineer's monthly rate approved by LIC for each day.	Bidder will be providing SLA based services for proposed solution. Hence, we request penalties for each of the category shall be considered for relaxation e.g. 2 % engineer's daily rate approved by LIC for each day.	Please be guided by RFP.
	10.5. Penalty Cap	Overall cumulative penalty to be capped at maximum of 5% of Implementation cost during implementation period and 5% of yearly AMC/ATS cost during AMC/ATS period.	Please be guided by RFP.
	10.5. Penalty Cap:	Does the overall penalty capping of 10% also include penalty arising from delay in delivery as stated under clause 9.29 or its an	Please be guided by RFP.

			independent penalty? Please clarify	
10	11. OTHER CONDITIONS:	11.1.2. Warranties: Warranty will remain available for all production systems/components up to a period of 5 years from GO LIVE date. The warranty shall begin on date of delivery in respect of licensed software and services on date of completion of go-live phase in respect of development and customization and maintenance of application	Warranty for services on the date of Pilot implementation i.e. completion of milestone M5.	Please be guided by RFP
		Transition Support: During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the LIC, at no extra cost to the LIC, for ensuring smooth switch over and continuity of services. If existing Bidder is breach of this obligation, they shall be liable for paying a penalty of ` 50 Lakhs on demand to the LIC, which may be settled from the payment of invoices for the contracted period	Transition Support: During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the LIC, at mutually agreed upon no extra cost to the LIC, for ensuring smooth switch over and continuity of services. If existing Bidder is breach of this obligation, they shall be liable for paying a penalty of ` 50 Lakhs on demand to the LIC, which may be settled from the payment of invoices for the contracted period	Please be guided by RFP
		11.3:Force Majeure	Please change immediate notification to prompt. Also, can the days for notification of the cause be increased? It will be very difficult to assess and reason within 2 days. Also, please include pandemic as FM event.	Please be guided by RFP
		11.3.3.Termination in case of Force Majeure	Request customer to include a notice period language before immediate termination	Please be guided by RFP
		11.3.4.Consequences of termination in case of Force Majeure	Please change the language "Notwithstanding the above, the decision of LIC shall be final and binding on the Bidder" to be on mutual decision	Please be guided by RFP

		11.4. Indemnity	Please add the following in exceptions: 1. Exclusions. (i) any combination or use of the applicable Services with or in any third party software, hardware, process, firmware, or data, to the extent that such claim is based on such combination or use and the same is not done by Bidder; (ii) LIC use of the Services in accordance with the applicable documentation, scope and the rights granted under this Agreement Request that Bidder shall not be liable for indirect damages for criminal negligence or willful misconduct, and for IPR infringement. Liability for IPR claims/breach should be limited to direct damages and should be capped of total contract value? Can bidder liability for repairing or replacing defective equipment be limited to the total contract value please.	Please be guided by RFP
		11.7. Assignment and Novation	Please add the following language to enable both parties to assign in view of any corporate reorganization, consolidation or internal merger, which doesn't harm LIC. However, that either Party may assign this Agreement and/or a order form to an Affiliate or as part of a corporate reorganization, consolidation, merger or sale of substantially all of its assets by providing advance written notice to the other Party of any such proposed assignment	Please be guided by RFP
		11.11 Termination: The successful Bidder shall have no rights of termination of contract	Bidder shall also have the right to terminate this agreement.	Please be guided by RFP

		LIC to provide 90 days written notice in case of termination without any reason.	Please be guided by RFP
	11.11. Termination & 11.11.2. Termination by LIC for default	(i) Termination under breach shall be subject to payment Deliverables already completed but not paid and work in progress. (ii) Its proposed that risk purchase shall be limited to 110% of any amounts paid for the terminated portion of the Work.(i) Termination under breach shall be subject to payment Deliverables already completed but not paid and work in progress. (ii) Its proposed that risk purchase shall be limited to 110% of any amounts paid for the terminated portion of the Work.	Please be guided by RFP
	11.11.1. Termination and reduction for convenience: LIC may, at any time, by a prior written notice of 30 days, terminate the contractor and / or reduce the scope of the Services.	Its proposed any reduction in scope of work shall be subject to mutually agreed change control mechanism.	Please be guided by RFP
	11.11.2. Termination by LIC for default: b. In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered, and the Bidder shall be liable to LIC for any excess costs for such similar systems or Services.	We request that for any breach, a cure period of at least 30 days be provided prior to termination. Further, we request that in the event of termination, all payments for the services delivered till the effective date of termination be paid to us.	Please be guided by RFP
		In such case excess cost to be paid by Vendor, shall be capped to 110% of cost of undelivered system or services.	Please be guided by RFP
	11.11.5. Survival :The following clauses survive the termination and expiry of the contract: a. Clause 9.26 (Intellectual Property Rights); b. Clause 11.4 (Indemnity); c. Clause 11.8 (Confidentiality and	Consider modifying the clause as The following clauses survive one year after the termination and expiry of the contract: a. Clause 9.26 (Intellectual Property Rights);b. Clause 11.4 (Indemnity); c. Clause 11.8 (Confidentiality and	Please be guided by RFP

	privacy); d. Clause 11.9 (Protection of personal information); e. Clause 11.10 (Security); f. Clause 11.11.9(Knowledge transfer)	privacy); d. Clause 11.9 (Protection of personal information); e. Clause 11.10 (Security); f. Clause 11.11.9(Knowledge transfer)	
	11.11.8 Business continuity beyond contract period :At the end of the contract period the Bidder shall support takeover of the solution by LIC or a new Bidder selected by LIC for business continuity	Period to be fixed for takeover and cost for the same shall be paid by LIC.	Please be guided by RFP
		Its proposed subject to mutually agreed commercial terms, Supplier shall support takeover of the solution by LIC or a new Bidder selected by LIC for business continuity	Please be guided by RFP
	11.11.9. Knowledge transfer: Subject to any qualification or provision to the contrary in the Scope of Work, the Bidder must provide the follow-ing assistance to LIC on termination or expiration of the contract:	Its proposed subject to mutually agreed commercial terms, Supplier shall support LIC and provide the following assistance to LIC on termination or expiration of the contract:	Please be guided by RFP
	11.13 Dispute: Bidder shall not be entitled to suspend the service, pending resolution of any dispute and continue to render service	This will not be applicable when the contract has expired.	Please be guided by RFP
	11.14. Transition Support: In the event of failure of the Bidder to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the LIC at its sole discretion may make alternate arrangement for getting the Services contracted with another Bidder. In such case, the LIC shall give prior notice to the existing Bidder. The existing Bidder shall continue to provide services as per the terms of contract until a 'New Service Provider' completely take s over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the LIC, at no extra cost to the LIC, for ensuring smooth switch over and	(i) Its proposed that Service Provider shall provide the transition support at mutually agreed commercial terms. (ii) Bidder proposes the deletion of 50 Lakhs penalty as its excessive in nature considering the scope of work.(i) Its proposed that Service Provider shall provide the transition support at mutually agreed commercial terms. (ii) Bidder proposes the deletion of 50 Lakhs penalty as its excessive in nature considering the scope of work.	Please be guided by RFP

	continuity of services. If existing Bidder is breach of this obligation, they shall be liable for paying a penalty of ` 50 Lakhs on demand to the LIC, which may be settled from the payment of invoices for the contracted period.		
	11.23. Exit Clause: After completion of tenure of project, if new Bidder will be selected then, current Bidder has to ensure smooth transition of operations (technical and administrative) in coordination with new Bidder, at no extra cost to LIC.	(i) Its proposed that Service Provider shall provide the transition support at mutually agreed commercial terms.	Please be guided by RFP
	11.3.3. Termination in case of Force Majeure: If non-performance or diminished performance by the Affected Party due to the circumstances as per 11.5.2 above continues for a period of more than 30 consecutive days, the other party may terminate the Contract immediately by giving the Affected Party written notice.	Its proposed either party may terminate the contract period, if force majeure period exceeds 180 days.	Please be guided by RFP
	11.4. Indemnity: The successful bidder shall indemnify, protect and save LIC from/against all claims (financial, legal and other), losses, costs, damages, expenses, action suits and other proceeding, resulting from any damage / loss to infrastructure at DC and DR sites, infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc., any claims from third party, , corporation or other entity (including LIC) attributable to the Bidder's negligence or willful default in performance or non-performance under the contract, and services provided by successful bidder. If LIC promptly notifies Bidder in writing of a third party claim against LIC that any Service provided by the Bidder infringes a copyright, trade secret or Indian patents of any third party, Bidder will defend such claim at its own expense and will pay any	We propose the below clause as product/solution is owned by the OEM: The successful bidder/OEM shall indemnify, protect and save LIC from/against all claims (financial, legal and other), losses, costs, damages, expenses, action suits and other proceeding, resulting from any damage / loss to infrastructure at DC and DR sites, infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc., any claims from third party, , corporation or other entity (including LIC) attributable to the Bidder's negligence or willful default in performance or non-performance under the contract, and services provided by successful bidder. If LIC promptly notifies	Please be guided by RFP

		costs or damages that may be finally awarded against LIC.	Bidder/OEM in writing of a third party claim against LIC that any Service provided by the Bidder infringes a copyright, trade secret or Indian patents of any third party, Bidder will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC.	
			Its proposed that considering scope of work, Supplier shall only be responsible for indemnifying LIC to the extent of IPR infringement or any damages resulting from gross negligence and wilful misconduct.	Please be guided by RFP
		11.5 Liability: Limitation shall not apply to the cost of repairing or replacing defective equipment.	Liability for repairing or replacing shall be limited to the total contract price.	Please be guided by RFP
		11.7 Business Continuity: Support after termination or by the expiry of the term/renewed term of the agreement by Bidder.	Support after termination is acceptable to bidder, however support after expiry may not be acceptable.	Please be guided by RFP
		11.7. Business Continuity: In the event of failure of the bidder to render the service, without prejudice to any other right LIC shall have as per this agreement, LIC at its sole discretion may make alternate arrangements for getting the services from any other source. And if LIC gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the expenses, if any incurred by LIC in availing such services from the alternative source.	In such case excess cost to be paid by Vendor, shall be capped to 110% of cost of undelivered system or services.	Please be guided by RFP
		11.8 Confidentiality and privacy: Violation of NDA will lead to blacklisting	Blacklisting word shall be reworded as "Service Provider will be suspended from service".	Please be guided by RFP

			Bidder proposes to make confidentiality clause as mutual in nature. 2. Information should be marked by, the legend "CONFIDENTIAL", and (ii) in the case of information disclosed orally, such disclosure is identified as confidential and summarized in a writing so marked, referencing the date and type of information disclosed, delivered to the Receiving Party within thirty (30) days of such disclosure. Bidder proposes to make confidentiality clause as mutual in nature. 2. Information should be marked by, the legend "CONFIDENTIAL", and (ii) in the case of information disclosed orally, such disclosure is identified as confidential and summarized in a writing so marked, referencing the date and type of information disclosed, delivered to the Receiving Party within thirty (30) days of such disclosure.	Please be guided by RFP
11	Annexure-1	PRE CONTRACT INTEGRITY PACT	Clause 6 - Can Bidder also appoint a neutral monitoring authority? Clause 7 - In case of the same, Books and records shared shall pertaining to the transaction related to LIC only. Clause 8 - This should be as mutually agreed by the Parties	Please be guided by RFP for Annexure-1
12	Annexure-2 Eligibility Bid Form (Covering Letter)	Further If our bid is accepted, we will obtain the guarantee of a bank in the form prescribed by the Life Insurance Corporation of India for a sum equivalent to 10% of the Contract Price as performance security for the Contract	request LIC to modify the performance security as 3% as per RFP term.	Please refer Corrigendum -1 for modified Annexure.

13	Annexure-5	Non disclosure Agreement	Modifications in NDA Format.	Please be guided by RFP for Annexure-5
14	Annexure-11	Details of litigation(s) the Bidder is currently involved in, or has been involved in for the last three years:	The information sought here are confidential in nature and cannot be shared. Instead, we propose to consider a general undertaking from TechM to suggest that none of the information sought below will have any material adverse impact on the LIC or in bidder's ability to provide the services to the LIC. The information sought here are confidential in nature and cannot be shared. Instead, we propose to consider a general undertaking from bidder to suggest that none of the information sought below will have any material adverse impact on the LIC or in bidder's ability to provide the services to the LIC.	Please be guided by RFP for Annexure-11
15	Annexure-17	The proposed solution should be able to handle multi-location architecture or distributed architecture with seamless integration at the User Level. For example: Multiple data center may have multiple secondary installations but the primary installation will also simultaneously work for all users and all locations	1. Are all locations interconnected with each other? If yes please mention the connectivity between each site i.e. SSL VPN, MPLS, Tunneling? 2. What is the bandwidth available across sites for establishing user connection? 3. Is there an internal firewall to restrict specific traffic / port in case users / devices are distributed across locations? Is there an external firewall at DC layer to restrict specific traffic? Please classify the servers that are part of DMZ group and technique for accessing the same? Which Antivirus is deployed across locations for servers and users? Are the users allowed to access the servers/devices using VPN / internet connection?	The details will be shared with technically qualified bidders.

	Break Glass Procedure	Is password retrieval from the vault expected as break glass feature? If so, retrieving password under any circumstance should be avoided as it's a potential security risk. Rather solution should be designed in such a manner that vault should be available all the time for authentication.	The solution should have Break Glass Procedure as defined in RFP Clause 4.2.2.3 and Annexure-17
	The licenses/subscription of the Proposed Solution should be perpetual.	We only provide subscription based license and as per requirement of RFP we will provide 5 year term based license , Request you kindly Amend Clause as follows " The licenses/subscription of the Proposed Solution should be perpetual or Term based in nature "	Please be guided by RFP.
	In case of de-commissioning of the PAM solution, the proposed solution should have the capability to: a. Migrate all available live/archived data to a new system. b. Migrate all logs and Videos etc uniformly to a standard readable unencrypted/decoded format	There is no provision of transfer the logs to new system. Customer may download the recordings and keep it in storage. Hence we request to Amend this clause and remove point A.	Please be guided by RFP.
		Please confirm do we need to confirm integration with Active Directory? AD Bridging?	Yes
	Remote Support during emergencies/troubleshooting	Will LIC give remote to OEMs for emergencies / L3 troubleshooting required which will be monitored by LIC Officer.	The details will be shared with technically qualified bidders.
	Access Management: The solution should be able to restrict usage of critical commands on tables for database access through SSH/RDP, SQL(client), front-end database utilities on any combination of target account, group or target system and end-user	This should be handled with DAM solution	Please be guided by RFP.

	Access Management: The solution should provide for inbuilt database management utility to enable granular control on database access for Sql, my Sql, DB2, Oracle, Postgre SQL etc.	This should be handled with DAM solution	Please be guided by RFP.
	Access Management point 4 :The solution should provide for inbuilt database management utility to enable granular control on database access for Sql, my Sql, DB2, Oracle, Postgre SQL etc.	Its not the PAM solution functionality. This functionality is limited to SSH or RDP devices.	Please be guided by RFP.
	The proposed PAM solution should have capability to retain the recordings for a period of minimum 05 years to meet regulatory compliance. Storage should be factored in to support retention and retrieval of minimum 05 years of Video Logs and text logs. PAM Solution should have in-built capability to support NAS and SAN (Storage Architectures).	We assume server, storage, network and SAN switch required will be provisioned by LIC. Please clarify	Yes the understanding is correct.
	The proposed solution should support Users for all the leading operating systems, databases, Network Security Appliances such as Firewall, Core Routers, Core Switches, NAC, SIEM, WAF etc, and cloud.	Please share the make and current version of the existing solutions.	The details will be shared with technically qualified bidders.
	PAM Administration: The solution should enable an administrator to define any number of hierarchy of roles.	Please provide clarity about number of hierarchies of roles.	To be shared with technically qualified bidders
	PAM Architecture Point 9: Solution should support failover form single active instance to stand by instance without loss of any data.	During Failover Data which is not replicated to other node can be lost, hence request you to amend this clause	Please be guided by RFP.
	PAM Security Point 5 : Solution should be TLS1.2 and SHA-3 Compliant.	For PAM Globally customer request have ISO 9001 and Common Criteria Evaluation Certifications with a minimum assurance level of EAL 2+. must be FIPS 140-2 complaint in terms of password encryption technology and helps organization to achieve ISO/IEC 27002 compliance and	Please be guided by RFP.

		TLS1.2 hence request you to amend clause as follows " Solution should be TLS 1.2 , FIPS 140-2 and EAL 2+ certified "	
	Privileged Session Management and Log Management Point 13 :The proposed solution should be able to restrict activities at client when PC has established connection with PAM.	Controlling client PC is is not the PAM feature. We can restrict copy/paste etc. but can't fully control the PC. There are other solutions available for workstation control and protection.	The understanding is correct
	Access Management-Point 8: The solution should have workflow control built-in for critical administrative functions over SSH/RDP including databases (example user creation, password change etc.) and should be able to request for approval on the fly for those commands which are critical.	Time based access and Role based access along with Text logs and Video logs for the assets access would be sufficient for the requirement?	Please be guided by RFP and Annexures
	PAM Architecture- Point 5:The solution should automatically handle loss of connectivity to the centralized password management solution	The solution can handle connectivity loss to the Primary PAM node by switching to the Secondary PAM node(s) that would be sufficient for requirement?	The understanding is correct
	Password Management-Point 10:The solution should have the ability to reconcile passwords manually, upon demand	Manually reconciling the password affects the zero trust, OEM has Sync center module which helps syncing passwords of servers through PAM on demand that would be sufficient for requirement?	Please refer Corrigendum -1 for modified clause.
	Authentication Models/Authorization: The solution should be agentless i.e. does not require to install any agent on target devices	Which target system is referred here?	The Devices being managed by PAM Solution.
	Authentication Models/Authorization Point 7:The solution should support an application integration framework for web based as well as executable for windows and linux based applications. There should be strong out of the box support including ease of integration with any third party connectors.	We have lot of Out box Available integrations available at https://cyberark-customers.force.com/mplace/s/ however we also have capability to create customer plugin for different integrations if feasible , request Bank to share technologies	Please be guided by RFP

			with which connectors are required	
		Privileged Session Management and Log Management Point 9 :The Solution should have the capacity to generating alert for critical commands/actions through SMS or Email	We have our own UI for alerts also SMS is not possible as due to security risk arising this functionality is not available.	Please be guided by RFP
16	Annexure-20	OEM of the proposed PAM solution present in latest Gartner's quadrant OR Forrester Wave Report.	MeiTY issued a notice on March 16, 2021 - No.19-113/2020-SA (https://dot.gov.in/sites/default/files/2021%2003%2016%20PMISec%20Security.pdf) highlighting a preference for Make in India cyber security products. This was implemented to promote Make in India products & eliminate restrictions such as Gartner or third party analyst clauses for such products. Gartner or Forrester clauses seem more favourable for many international cyber security products. We humbly request LIC to relax the Gartner & Forrester's clause & instead give higher preference & weightage to Make in India cyber security products. As proof, local cyber security product suppliers should submit the required Make in India or DIPP certificate. As an alternative, we humbly request LIC to accommodate and provide 50% weightage in overall scoring, broaden the scope for this point by including preference for Make in India compliant OEMs. This will help include vendors with Make in India Compliance for LICs evaluation as per the PAM requirement and may not partially include only international or independently rated OEMs .	Please refer Corrigendum -1 for modifications.

		Page 2 point 2:Complied to all Points – 20 marks Not Complied to the Points – 0 marks Complied to all Points – 20 marks Not Complied to the Points – 0 marks	If the OEM does not comply to 2 or 3 points out of 100 points of the technical compliance requirements, will the bidder get Zero marks or will be considered for the overall compliance of your requirements plus additional capabilities they may bring on-board.	Please be guided by RFP
		Number of Devices implemented in the reference should be at-least 1000 and number of users should be at-least 50.	Request LIC to consider this criteria as " Number of Devices implemented in the reference should be at-least 1000 or number of users should be at-least 50."	Please be guided by RFP
		Relevant Implementations reference of the proposed PAM System.	We understand that bidder can quote experience of Bidder/OEM	Bidder has to quote experience of OEM for relevant implementations reference of the proposed PAM Solution.

17	Additional Points		Clause non Solicitation to be added as under; Neither party shall, directly or through a third party contractor, solicit/induce/entice away or endeavour to solicit/induce/entice away an employee of the other party who is directly involved with Agreement, for 5 years after such resource has ceased to be engaged for performance of services under this Agreement. Notwithstanding the foregoing, this restriction either party may hire (a) personnel who independently respond to indirect solicitation (such as general newspaper advertisements, employment agency referrals, and internet postings) not targeting the personnel of the other Party and (b) personnel who have separated or have been separated from the services of a party provided that the hiring Party did not solicit such separation.	Please be guided by RFP
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		In the event of delay in installation or commissioning of equipment supplied by the Service Provider, or delay in submission of documents required under the RFP / Agreement / PO, or delay in issuance of the acceptance certificates by the Client, due to reasons beyond the reasonable control of the Service Provider, including but not limited to site not being ready, or force majeure situations, government orders and notifications, government ordered lockdown, epidemics and pandemics etc., the Client shall make immediate payment and not withhold payment of fees for the Products supplied and / or services already rendered, on this account. In such cases the Service Provider shall raise the invoice to the extent of the value of goods delivered and/or quantum of work performed and the Client shall make payment thereof. Further, it shall be the obligation of the Service Provider to perform all the unperformed / partially performed work and submit all the necessary documents in terms of the RFP / Agreement / PO as soon as practicably possible upon normalization of the situation	Please be guided by RFP.
		Do you require High Availability (HA)? If HA is required, do you want Active-Active or Active-Passive	Please be guided by RFP and Annexures
		Do you have a load balancer for the network?	The details will be provided to technically qualified bidders.
		Do you require DR?	The details will be provided to

			technically qualified bidders.
		Do you have multiple physical locations to be integrated in to PAM?	The details will be provided to technically qualified bidders.
		How many months of log retention of the PAM is needed?	The details will be provided to technically qualified bidders.
		User details:	The details will be provided to technically qualified bidders.
		a. Number of Users accessing the PAM? –	The details will be provided to technically qualified bidders.
		b. Number of average sessions by each user per day? –	The details will be provided to technically qualified bidders.
		c. Number of hours per session? –	The details will be provided to technically qualified bidders.
		d. Number of Working days per week? –	The details will be provided to technically qualified bidders.
		e. Number of years that session recording need to be saved? -	The details will be provided to technically

			qualified bidders.
		f. Do you need session monitoring (live video)?	The details will be provided to technically qualified bidders.
		If you have any custom built in house built applications,	The details will be provided to technically qualified bidders.
		a. Can we know what are the languages being used for in-house web apps? Are there in house developers to support for any changes needed in the login UI/login mechanism?	The details will be provided to technically qualified bidders.
		b. Are there any in-house built applications running locally or centrally in a server?	The details will be provided to technically qualified bidders.
		c. Can we inject command line parameters (username, password, reset password) to them? If possible what are the languages used for creating them?	The details will be provided to technically qualified bidders.
		d. When in-house built applications store user passwords, are they stored in a standard database (MS-SQL, PostgreSQL)? Are passwords encrypted and or salted?	The details will be provided to technically qualified bidders.
		e. Do you use any clients to access these applications other than Putty, RDP, MS-SQL studio? for example Database clients, free clients, etc.	The details will be provided to technically qualified bidders.
		We would like to gather below information. Please be as descriptive	The details will be provided to technically

			qualified bidders.
		a) Network Devices -	The details will be provided to technically qualified bidders.
		Type of Device	The details will be provided to technically qualified bidders.
		Vendor	The details will be provided to technically qualified bidders.
		OS	The details will be provided to technically qualified bidders.
		Login Mechanism	The details will be provided to technically qualified bidders.
		b) Operating System	The details will be provided to technically qualified bidders.
		Type of Device	The details will be provided to technically qualified bidders.
		Vendor	The details will be provided to technically

			qualified bidders.
		OS	The details will be provided to technically qualified bidders.
		Login Mechanism	The details will be provided to technically qualified bidders.
		c) Database	The details will be provided to technically qualified bidders.
		Type of Device	The details will be provided to technically qualified bidders.
		Vendor	The details will be provided to technically qualified bidders.
		OS	The details will be provided to technically qualified bidders.
		Login Mechanism	The details will be provided to technically qualified bidders.
		d) Application with thick client launcher	The details will be provided to technically

			qualified bidders.
		Type of Device	The details will be provided to technically qualified bidders.
		Vendor	The details will be provided to technically qualified bidders.
		OS	The details will be provided to technically qualified bidders.
		Login Mechanism	The details will be provided to technically qualified bidders.
		e) In-house / Custom Applications	The details will be provided to technically qualified bidders.
		Type of Device	The details will be provided to technically qualified bidders.
		Vendor	The details will be provided to technically qualified bidders.
		OS	The details will be provided to technically

				qualified bidders.
			Login Mechanism	The details will be provided to technically qualified bidders.