

PRE-BID QUERIES for CO PRIVATE CLOUD RFP Ref: LIC/CO/IT-BPR/HW/CO-CLOUD/17-18/04 Dated: 23/10/2017				
S.No	Page No.	RFP Clause	Request to consider	Remarks
1	Eligibility Criteria Pt no 4. Page 24	The Bidder should be in a business of supply, delivery, installation, configuration, maintenance and support of HCI/Virtualization and Storage Solution/Integrated Systems in India for the last three Financial Years, i.e., 2016- 17, 2015-16, 2014-15.	HCI is a relatively new technology, especially in India, and has pickup relevance and speed in the last year. Requesting this to be relaxed from 3 to 1 year.	Check Corrigendum-I / Revised Annexures
2	RFP clause no. 17-a&b Page 37	Post Warranty the Systems shall be maintained under Comprehensive Annual Maintenance for the 6th and 7th years	Technology is changing very rapidly today and hence supporting today's hardware for next 7 years will be challenging for any vendor. We request you to reduce the overall support period from 7 years to 5 years	No change.
3	Page 24 ELIGIBILITY CRITERIA: Point No 3	The bidder should have been making profit (after tax) during any two out of last three financial years, i.e., 2016-17, 2015-16, 2014-2015 from IT/ITES business in India.	The bidder should have been making profit (after tax) during any one out of last three financial years, i.e., 2016-17, 2015-16, 2014-2015 from IT/ITES business in India.	No change. The profitability for the IT/ITES business as per the certified documents required in the RFP.
4	RFP Scope of Work pg 20 point 1 and Commercial Annexure	The primary site will be in Vile Parle DC. Location of Near DR, Far DR site(if proposed) shall be named later	In the RFP 3 sites deployment has been mentioned. In the Commercial Annexure infrastructure for two sites have been requested for. Kindly clarify the requirements	Only 2 site commercials need to be given. The DR site will have full-fledged architecture including the TAPE library. The modified specs will be added in the Technical Annexure.
5	9	On 23/11/2017 latest by 3.30 p.m.	15days after Pre-bid clarification are received	Check Corrigendum-I / Revised Annexures
6	11	By way of Demand Draft:- Rs. 15,00,000/-	Request you to consider By way of Demand Draft:- Rs. 5,00,000/-	Check Corrigendum-I / Revised Annexures
7		By way of Bank Guarantee:-Rs. 25,00,000/-	By way of Bank Guarantee:-Rs. 10,00,000/-	Check Corrigendum-I / Revised Annexures
8	16	The Bidder should quote only those products which will not be declared end-of-life or end of sale during 12 months from the date of submission of the bid.	Kindly consider The Bidder should quote only those products which will not be declared end-of-life or end of sale during 6 months from the date of submission of the bid.	No change.
9	19	Bids shall remain valid for 210 days after the date of bid opening prescribed by LIC, in the Activity Schedule.	kindly consider the ,Bids shall remain valid for 90 days after the date of bid opening prescribed by LIC, in the Activity Schedule.	No change. The bid evaluation process involves conduct of POC too, hence the bid validity period is kept as 210 days.
10	21	To deliver IT as a service starting with IaaS and capable of providing PaaS and SaaS in future	Kindly specify what kind of development will perform in future for PAAS and Application will be required for SAAS platform	No change. [Shall be shared later. This project is at present proposed for Infrastructure as a Service(IaaS)]
11	32	The Performance Bank Guarantee should be valid for the period of 65 months from the date of submission and thereafter shall be renewed for AMC(10% of the AMC cost) and submitted to LIC every year one month before the expiry of the PBG for the maintenance of the supplied Hardware, till the hardware is given away as buyback.	Kindly consider The Performance Bank Guarantee should be valid for the period for 3 yr.And resubmitted by every year on year instead of 65 months.	No change
12	33	Repeat Orders for Part-I items may be placed after the price validity period 31/12/2018.	Repeat Orders for Part-I items may be placed after the price validity period for 6 months from date of PO.	No change
13	33	Dollar Variation from the date of Bid Submission is 10%	Please make it 5%	No change
14	34	The Vendor shall conduct a Pre-Dispatch Factory Inspection for all Hardware items before delivery and shall upload the Inspection Certificate clearly stating the deviations if any, along with the	Please clarify on hardware inspection certificate.	It shall be provided on the Vendor portal of LIC.
15	36	If installation is not completed within the stipulated time-frame, penalty of 1% of the cost of those item(s) per day will be applicable from the 15th day of being intimated that the site is ready, subject	Kindly provide the 45 days from the readiness of site and cap the penalty to 5% of the Cost of those Items.	No change
16	37	Spares for the hardware should be available for a minimum period of 7 years from the date of installation of the Hardware irrespective of whether the equipment is manufactured by the Selected Vendor or procured from any other Principal Vendor (OEM).	Kindly consider spares validity for 5 years	No change
17	39	>Six hours up to eight hours-Rs.10000 per hour or part thereof	>Six hours up to eight hours-Rs.1000 per hour or part thereof	No change

18		> Eight hours up to twelve hours-Rs. 20000 per hour or part thereof	> Eight hours up to twelve hours-Rs. 2000 per hour or part thereof	No change																																							
19		> Twelve hours up to twenty four Hours- Rs. 50000 per hour or part thereof	> Twelve hours up to twenty four Hours- Rs. 3000 per hour or part thereof	No change																																							
20		> Twenty four hours-Rs. 100000 per hour or part thereof	> Twenty four hours-Rs. 4000 per hour or part thereof	No change																																							
21	39	Critical Level1 Incident-1 hr.-Entire HCI Setup /Environment is not available Critical Level2 Incident--4 hrs.--Few Nodes are not available, to ensure availability of Critical VM, some VM had to be shut down.	Critical Level1 Incident-6 hr.-Entire HCI Setup /Environment is not available Critical Level2 Incident--8 hrs.--Few Nodes are not available, to ensure availability of Critical VM, some VM had to be shut down.	No change																																							
22	41	<table><tr><th colspan="2">Required Site-Uptime on Monthly basis (All sites)</th><th>99.9%</th></tr><tr><th>Percentage time</th><th>Site-up</th><th>Penalty Applicable (% of the Notional AMC amount)</th></tr><tr><td>99.9</td><td>0</td><td></td></tr><tr><td>99.8</td><td>5</td><td></td></tr><tr><td>99.7</td><td>10</td><td></td></tr><tr><td>99.6</td><td>15</td><td></td></tr><tr><td>99.5</td><td>20</td><td></td></tr><tr><td>99.4</td><td>25</td><td></td></tr><tr><td>99.3</td><td>30</td><td></td></tr><tr><td>99.2</td><td>40</td><td></td></tr><tr><td>99.1</td><td>50</td><td></td></tr><tr><td>99</td><td>60</td><td></td></tr><tr><td colspan="2">< 99% site uptime</td><td>For every 0.1% decrease in site uptime, 10% of the Notional AMC Amount will be deducted as penalty</td></tr></table>	Required Site-Uptime on Monthly basis (All sites)		99.9%	Percentage time	Site-up	Penalty Applicable (% of the Notional AMC amount)	99.9	0		99.8	5		99.7	10		99.6	15		99.5	20		99.4	25		99.3	30		99.2	40		99.1	50		99	60		< 99% site uptime		For every 0.1% decrease in site uptime, 10% of the Notional AMC Amount will be deducted as penalty	99.9-0 99.8 - 0.5% 99.7 -1.0% 99.8 -1.5% 99.6 -2.0% 99.5 -2.5% 99.4 -3.0% 99.3 - 3.5% 99.2 - 4.0% 99.1 - 4.5%	No change
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23	42	Table 2 -@ 5% per day of the engineer's monthly rate approved by LIC	Penalty need to reduce from 5 to .5%	No change																																							
24	2. Criteria for Technical Evaluation , point 6, Page No. 26	Partnership with OEM(Minimum 1 Year ; EC – G.5)	An Undertaking from the OEM should suffice the clause compliance. Kindly clarify. Since most of the OEMs have one year validity of their certifications.	Certificate from the OEM for the duration of association would be required for the proposed Technology/Solution.																																							
25	G. ELIGIBILITY CRITERIA: Sr. No. 4 Page No. 24	The Bidder should be in a business of supply, delivery, installation, configuration and maintenance and support of Integrated Systems, Virtualization and Enterprise Storage systems and equipment in India for at least last 3 years(2016-17, 2015-16, 2014-2015).	Request clarity what documentary evidence is LIC looking forward to by ' <i>Certificate of Incorporation and documentary evidence showing bidder is in business</i> '. Request elaboration on the same	Certificate of Incorporation of the Company which should clearly indicate that the Business is in existence for more than 3 years as on the date of RFP. Moreover, copies of PO's should be attached for the three years duration in the mentioned areas only, viz. "Integrated Systems/Virtualization Solution/Enterprise Storage Systems/Cloud Solutions"																																							
26	D. BROAD SCOPE OF WORK. Page No. 20	b) The solution should comply with IRDAI's guidelines on Information and Cyber Security for Insurers, ISO27001:2013/ISO22301/IT Act 2001(along with its amendments) standards as modified from time to time.	The proposed solution can comply to the existing IRDAI's policy. SI as of date cannot predict any future amendments relevant to Hardware or Software from IRDAI and hence it is not feasible to factor the cost for the same. Request clarification on our understanding.	The solution has to comply with the existing IRDAI GUIDELINES and in future amendments, support is expected from the Bidder to implement any Change in Policies, if not already complied with.																																							
27	D. BROAD SCOPE OF WORK. Page No. 21	8. In case the OS and other software are provided by LIC, no additional charges shall be paid to the Vendor for installation/reinstallation of any software/OS.	In case if OS is provided by LIC, will the OS Patching and Upgrade activity will be under LIC's scope. Please clarify so as to aptly factor the	If OS/Software is provided by LIC, Patching and Upgrade for that particular item will be done by the Bidder without any cost.																																							
28	D. SCOPE OF WORK: Sr. No. 9 Page No. 21	Post installation support of the systems supplied and installed till the hardware is given as buy-back. The support should be provided by the Vendor directly or through the OEM. No Service Partner can be appointed for servicing of the hardware.	Request elaboration on the buy back mentioned in this clause. Is Bidder expected to buy back the available Hardware post installation of the supplied system.	Buyback after the project period Is over.																																							
29	D. SCOPE OF WORK: Sr. No. 9 Page No. 21	Post installation support of the systems supplied and installed till the hardware is given as buy-back. The support should be provided by the Vendor directly or through the OEM. No Service Partner can be appointed for servicing of the hardware.	In case of yes for the above, the following details would be required of the available HW: 1. Make Model 2. Serial No.	No existing HCI hardware																																							

30	H. BID SUBMISSION 1. Technical Bid Evaluation: Sr. No. a Page No. 25	a) Hardware item with new technology / new model, not previously purchased by LIC, may be subject to technical evaluation at our end (including conducting a POC/Presentation for the proposed solution) for such new models/ technology before opening of commercial bid.	Request to elaborate on the use cases for the POC along with the duration to factor for the same accordingly.	Use cases for POC and POC duration/dates will be informed to the selected bidders(as per the conditions of the RFP) in advance. Tentative period of 3-5 days will be given to each bidder. Check Corrigendum-I / Revised Annexures
31	8. Pricing & Taxes Sr. No. Page No. 32	e) The Vendor should not, under any circumstances, request for an increase in the prices once prices are approved by LIC. No price variation relating to increases in Government levies/ taxes/ cess/customs duty & excise duty including any newly introduced taxes shall be permitted.	Bidder will have no control on the Govt. Levies/ Taxes/Cess/Custom duty/GST etc. & the related variations to them. Request permission of the same like inclusion of any newly introduced taxes.	Taxes prevailing at the time will be reimbursed to the bidder.
32	12. Pre Dispatch Inspection Page No. 34	LIC may also do physical pre-dispatch inspection.	Details pertaining to the No. of Personnel is not available in the RFP. Hence it is assumed that the visit will be borne by LIC and Bidder will share the venue details in this regards Request affirmation on the same	It shall be informed to the vendor in advance.
33	16. Payment Terms: Sr. No. e Page No. 36	40% payment will be made on installation, Acceptance Test and Go Live (completion of entire scope of work activity to make the Infrastructure ready for use).	Request to elaborate on the LIC's Acceptance Process & procedures w r t this HCI RFP.	The Acceptance process will be shared during the implementation stage. The bidder has to successfully commission the setup as per the conditions of the RFP and it should work smoothly for a period of 6 months from Installation.
34	General Query	General Query	Please confirm if LIC has any of the following in the existing DC DR setup: EMS tool with helpdesk LDAP/AD Antivirus Core Switches for LIC connectivity Disaster Recovery Managment (DRM) tool Router Firewall	Not available.
35	General Query	General Query	In case Yes for the above the Bidder will leverage the same for this Project as well.	Not available.
36	Page 21, Section D - Scope of work	Point # 6, ensure that the CO Application Programs of LIC work successfully on the hardware supplied and installed.	Kindly suggest if the Application OEMs would be also carrying a KRA and Ownership to make changes to suite the newly proposed Hardware stack for HCI.	LIC will co-ordinate with the Vendor and the existing Applications Team for a smooth transition.
37	Page 21, Section D - Scope of work	Point # 7, install Operating System and other approved software like RHEL, Glassfish, MFSDA, ELCS, MYSQL, Netvault etc.	Please suggest the support and ownership being taken by Application Owners/OEMs of Glassfish, MFSDA, ELCS, Netvault during the Installation process.	LIC will co-ordinate with the Vendor and the existing Applications Team for a smooth transition.
38	Page 21, Section D - Scope of work	Point # 8, In case the OS and other software are provided by LIC, no additional charges shall be paid to the Vendor for installation/ reinstallation of any software/ OS.	Should the bidder consider any software/OS License cost in the price bid to be considered under L1 price construct.	The bidder should quote for all the hardware and software components for the proposed solution and give a relevant breakup as mentioned in the Commercial Annexure.
39	Page 21, Section D - Scope of	Point # 9, No Service Partner can be appointed for servicing of the hardware.	Please Allow Service Partners.	No change
40	Page 21, Section D - Scope of	Point # 9, Post installation support of the systems supplied and installed till the hardware is given as buy-back.	Please suggest the Buy Back period.	After the project period is over.
41	Page No: 24 , G. ELIGIBILITY CRITERIA: Clause No:7	The bidder should have presence with own offices or Service Centres in Mumbai, Near DR and Far DR sites.	Please confirm the Near DR and Far DR location address	Near DR Site - Pune.

42	Section K : SERVICE LEVEL AGREEMENT(SLA)	The Service Level Agreement, Terms and Conditions Monitoring Window 24 x 7 (365 days a year)	Does the bidder/OEM have to deploy a team for monitoring onsite or remote monitoring is allowed.	No remote monitoring. If situation/exigency exists, the onsite team will have to extend their duties. Working window is 9am-9pm
43	Section F-3-C Pg 23,	Immediately thereafter the engineer will be called for an interview by LIC and if rejected, vendor will have to provide an alternate candidate within a period of 7 days.	Can the 7 day period be relaxed? The SLA and skill management are being offloaded to the bidder.	No change
44	Section D : Scope Of Work. Pg. 21, Pt. 1.	Transportation to & fro from the deployment sites, lodging and boarding of manpower shall be the Bidder's responsibility.	Is the equipment expected to move out of the locations once delivered?	No.
45	Technical Annexure-I. SL.No - 4	The proposed Hyper converged Infrastructure (HCI) hardware should be placed in the Leaders/Challengers Quadrant in the latest available Gartner Magic Quadrant for Integrated Systems	The Gartner MQ requested in this point is very specific to Integrated Systems Technology, which includes all the leading technology vendors in its quadrant. However, it would be unfair if we choose only specific category of technology from this quadrant. Because there is no HCI specific Gartner MQ available as yet, we would request you to kindly consider the below clause as change. "The proposed technology solution should be placed in the Leaders/Challengers Quadrant in the latest available Gartner Magic	Check Corrigendum-I / Revised Annexures
46	Bid Submission- Page.25 - H.1.a	Hardware item with new technology / new model, not previously purchased by LIC, may be subject to technical evaluation at our end(including conducting a POC and Presentation for the proposed solution at no cost to LIC) for such new models/ technology before opening of commercial bid. LIC may reject any such model without assigning any reason and LIC's decision in this matter will be final.	Kindly suggest on the PoC Process and the stages at which it needs to be performed. Also, is the same hardware proposed in the solution needs to be used for PoC testing? Or because it is the PoC, a equivalent architecture is acceptable.	Check Corrigendum-I / Revised Annexures
47	Bid Submission- Page.25 -	Solution will be evaluated during Technical evaluation	Is there any particular evaluation criteria apart from the scoring model to finalize the technical solution?	It is clearly mentioned in the RFP conditions
48	Bid Submission- Page.25 - H.1.d	In case the model(s) quoted by a bidder for any line item is/ are technically disqualified, the bidder shall replace it/them with model/s which is of higher technical specifications at the price quoted for the disqualified model/s. All supporting technical documents for the new model/s offered under the line item/s should be submitted within three working days from date of intimation by LIC.	What are the possible areas for the bidders to technically qualify apart from the Technical scoring that is mentioned in this RFP.. ?	It is clearly mentioned in the RFP conditions
49	B	LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP/agreement entered pursuant to the RFP and may request for additional information, if required, from	Any such should be made by LIC before the proposal submission by the Bidder and not afterwards.	No change
50	2	Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the Annexure(s), clarifications/ corrigendum(s) issued, if any, will be contractually binding on the bidders and no separate agreement shall be entered into with the Selected Bidder. All the terms and conditions and the contents of the RFP along with the Annexure(s), clarifications/ corrigendum(s) issued will form the part of the purchase orders/any resulting contracts to be issued to the selected Vendor from time to time.	What will happen where Bidder submits deviation to the RFP terms and conditions, how LIC will construe such submission.	No material deviation will be permitted
51	8	The bidder should not be debarred by LIC, as on date of submission of bid. There should be no pending litigations against	Can the Bidder such declaration to the best of its knowledge and belief.	Declaration on the letter-head by the authorized signatory.
52	d	In case the model(s) quoted by a bidder for any line item is/ are technically disqualified, the bidder shall replace it/them with model/s which is of higher technical specifications at the price quoted for the disqualified model/s. All supporting technical documents for the new model/s offered under the line item/s should be submitted within three working days from date of intimation by LIC.	Any such should be made by LIC before the proposal submission by the Bidder and not afterwards.	Will be evaluated during POC only and accordingly decision will be taken by LIC.

53	iii	Any other amounts that may become recoverable from the Vendor will be recovered from any available Bank Guarantee.	Other than penalty what other charges LIC think are recoverable from the bidder? Please specify.	As per the RFP conditions.
54	4	Indemnity	In the indemnification provision, LIC has stipulated that the remedy of LIC for any IPR infringement is limited to the options available to LIC under section 4 sub clause f) however that exclusive remedy has been made further subject to Section 4 II, under which LIC has included multiple conditions including without limitation indemnitees. The bidder would like to know from LIC that what, under the provision, would be the sole remedy of LIC in the event where infringement takes place due to use of equipments provided by the bidder. Please clarify.	No change. As per RFP.
55	5	Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/Vendor to pay liquidated damages to LIC and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.	We request LIC that there should be entire exclusion from the RFP for indirect or consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, irrespective of the events. Further the overall liability of Bidder shall in no event be more than the aggregate of twelve month of charges collected by Bidder under the order in which such liability has arisen.	No change. As per RFP.
56	9	In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the systems or any parts thereof with relation to the Hardware deliverables, in LIC's country, the Vendor will act expeditiously to extinguish such claim. If the Vendor fails to comply and LIC is required to pay compensation to a third party resulting from such infringement, the Vendor will be responsible for the compensation including all expenses (court costs and lawyer fees). LIC will give notice to the Vendor of such claim, if it is made, without delay as when received	We request LIC that the Bidder's liability for infringement of intellectual property rights (IPR) should be limited. i.e. "To the extent authorized, Bidder will pass through to LIC any transferable indemnities provided to the Bidder by Bidder's vendors". As for the deliverables created by Bidder, our indemnity should be capped to the immediately preceding 12 months of charges collected by Bidder under the order in which the liability has arisen. The Bidder will not be liable nor responsible for any infringement if such infringement is caused due to use of the product not intended by Bidder, modifications not made by Bidder, use of Bidder deliverable in conjunction with products not provided by Bidder, etc.	No change. As per RFP.
57	7.1	7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be	Benchmarking of prices is not acceptable. Bidder request to omit such process since the prices have been well negotiated between the parties and will continue to remain firm during the terms of the Contract keeping in view the current market situation.	No change. As per RFP.
58	16. b	36 Payment Term- Payment will be made for the entire purchase order at one time and not in piecemeal. For services of engineer/s appointed, the payment shall be made at the end of each quarter.	Tata Communications requests LIC to change the Payment term for service engineer to Quarterly in advance .	No change. As per RFP.

59	11. Technical Bid Submission	c) Either the Bidder on behalf of the Principal OEM or Principal OEM itself can bid but both cannot bid simultaneously for the same line item. If a Bidder submits bid on behalf of the Principal OEM, the same Bidder cannot submit a bid on behalf of another Principal OEM for the same line item/ product.	Need Clarificaton - Need to understand if this clause can be allowed ?	The Bidder can partner with one principal OEM only, and if the principal OEM is also directly participating in the RFP, then no other bidder can quote the principal OEM's solution. If that OEM is not participating, other bidders can also quote solution of the OEM.
60	1	1	Will DC be on site and DR will be with Tata Communications ?	No. both will be at LIC site.
61	E	E	If the DC is at clients site, how do we do the backup? Backup of 12.5 TB sharded database should happen as daily incremental and full backup on weekend, month end and year end. The backup strategy should be disk to disk to tape.	Not related to our project. Please read the RFP carefully.
62	4	4	L2 Engineer Qualifying Criteria- Be coz if we are managing DR then it not necessary and we don't offer physical resources at Clients DC site. Can this be deviated?	No. As per RFP conditions
63	14	14	Need more clarity on Maximum Penalty Clause , till then cant accept.	As per RFP conditions.
64	14	14	Penalty for delay in Delivery and Installation beyond 75 days* (per Day of cost of Undelivered/Installed item) Delay in terms of what? What are the milestones?	As per the stipulated timelines in the RFP/Corrigendums for each process.
65	14	14	If installation is not completed within the stipulated time-frame, penalty of 1% of the cost of those item(s) per day will be applicable from the 15th day of being intimated that the site is ready, subject to a maximum of 20% of the cost of those item(s) If we can have a deviation?	As per RFP conditions.
66	K-1	K-1	Per Site, ie, Primary, DR and Far DR uptime 99.9% If the DC is at clients site we cant give 99%, but for DC we can offer 99% where it is hosted by us.	No change. We require the minimum uptime as required by RFP conditions.
67	Table 2-	Table 2-	Penalties regarding onsite L2 engineers. Again we don't offer L2	As per RFP conditions.
68	6. Bid Processing Fee	Eligible and interested bidders shall download the soft copy of the bid document containing all the	We are registered with NSIC under single point registration scheme as per government policy are exempted from submitting tender document fee and EMD.	As per RFP conditions.
69	9. Earnest Money Deposit	Bidders shall submit, along with the Eligibility Bid, EMD as stated below. The EMD will have to be	Exemption from EMD	As per the RFP conditions.