

Corrigendum to RFP for Implementation of Directory Services for Windows and Linux Endpoints and Servers
Ref No. LIC/CO/IT-BPR/LDS/2019-20 Dated 25.11.2019

Clarifications to Pre-bid Queries

Sr No	RFP Document Reference (Section & Page Number)	Clause (in brief) of RFP requiring clarification	Brief Details/Query in reference to the clause	Clarifications
1	Cl.2.11 in Pg.13 of RFP	Information provided in the RFP	We submit that bidders will be relying on the information, declarations and sizing requirements of LIC mentioned in the RFP. If subsequently the information is found to be incomplete/incorrect, we understand that the technical and commercial impact of the same will be borne by LIC.	No change in RFP conditions
2	Cl.2.12(g)(i) in Pg.13 of RFP	The EMD submitted by the bidder may be forfeited in full or part , as decided by LIC, if: In the case of a successful Bidder, the bidder qualifies and backs out of the L1 quotes or, if the Bidder fails • To sign the Contract	We understand that the contract will mention the detailed scope, commercials and terms that are discussed and agreed by LIC and the successful bidder.	No change in RFP conditions
3	Min Eligibility Criteria Point No.3 Page 29	The proposed Directory Services for Linux should have been implemented and be live with 10,000 or more connected Endpoints with at least 5 desktop policies in one organization during the last five Financial Years.	Request LIC to remove the clause as OEM doesn't have any specific document towards the count of the endpoints.	Please refer Corrigendum
4	Page 13 section 2.12	Earnest Money Deposit	As per the public procurement policy for MSE's and single Point Registration Scheme of NSIC, 2012 under section 11 of MSMED Act 2006 of Government of India, an MSME and NSIC registered micro and small organization have an exemption on submission of Earnest Money Deposit (EMD). Request you to please clarify.	Registered MSE exempted from payment of EMD as per Public Procurement Policy for MSEs Order, on production of valid MSE certificate from NSIC.
5	Clause 2.17 Page No: 17	Prices: Escalation of Costs: The vendor will in no circumstance be entitled to any escalation of costs or price of any material/ items supplied or services tendered under the contract. The prices will not be subject to variation on any account.	Please add the lines highlighted in yellow: Escalation of Costs: The vendor will in no circumstance be entitled to any escalation of costs or price of any material/ items supplied or services tendered under the contract. The prices will not be subject to variation on any account. In the event of increase in cost of provision of the services due to changes in applicable laws, such increase shall be borne by the LIC	No change in RFP conditions
6	Cl.2.17(a) in Pg.17 of RFP	Prices payable to the vendor will be fixed as derived from the Final L1 quote after Online Reverse Auction and will be exclusive of GST.	We understand that in the event of change in applicable GST rates or any new tax/ duty/ levy is imposed on the delivery of products and services to LIC, the same will be borne by LIC as per actuals.	No change in RFP conditions

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7	Cl 2.32 of RFP Pg 23 of 60	2.32 Reverse Auction In case the selected bidder fails to submit performance guarantee within the time and manner stipulated, LIC at its discretion may cancel the notification of award placed on the selected bidder without giving any notice whatsoever. • In the event the Bidder has not quoted or has omitted any product or service, then it will be deemed that the Bidder shall provide the same product and/ or service at no additional cost to LIC. • At the end of warranty period, the contract may be renegotiated as mutually agreed by both parties. The Bidder shall not add any conditions/ deviations in the commercial bid. Any such conditions/ deviations may make the bid liable for disqualification.	As per clause 4.1, the duration of the contract is 6 years from the date of signing of the contract, hence, the prices submitted will be for the full term of 6 years and there shall not be a	No change in RFP conditions
8	Cl.2.36 in Pg.24 of RFP	LIC reserves the right to incorporate standard contract provisions and the contract shall at all times be compliant to: • “Contract Agreement for Selection of System Integrators/ Implementation Agencies” https://www.meity.gov.in/writereaddata/files/implementing-services.pdf • Provision of the CVC and GoI on procurements • General Financial Rules 2017 for contract management https://doe.gov.in/sites/default/files/GFR2017_0.pdf	We understand that if LIC wishes to incorporate any provision from the MEIT Model RFP, it will bring the same to the notice of the successful bidder so that the same can be reviewed and discussed and a mutually agreeable position is incorporated into the governing contract.	No change in RFP conditions
9	Cl.2.38(a) in Pg.25 of RFP	After finalization of the RFP process, the selected bidder should submit an unconditional and irrevocable performance bank guarantee (from a scheduled/ nationalized Bank) within 15 days of being intimated by LIC which should be equal to 10% of the final commercial quote by bidder at the end of online reverse auction for RFP line items.	We request that the performance bank guarantee be submitted within 15 days of signing of the contract as the PBG issuance process is initiated only after the signing of the governing contract.	No change in RFP conditions
10	Cl.2.38(c) in Pg.25 of RFP	The PBG should be valid for the entire contract period from the date of its submission to LIC.	We request that the PBG be submitted on a yearly renewal basis for the entire term of the contract.	No change in RFP conditions
11	Cl.2.38(h) & (i) in Pg.25 of RFP Cl.4.25.9 in Pg.46 of RFP	The PBG may be invoked for entire amount if the vendor backs-out of his obligations as per this tender or if the fresh PBG is not received by LIC one month prior to the expiry of the earlier PBG; apart from other actions that may be decided by LIC. i. The PBG will be invoked in full or part (to be decided by LIC) in any of following eventualities during the period of contract: i. The bidder fails to honour expected deliverables or part as per this RFP after issuance of PO. ii. Any legal action is taken against the bidder restricting its operations. iii. Any action taken by statutory, legal or regulatory authorities for any breach or lapses which are directly attributable to the bidder. iv. LIC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions. The proceeds of the performance guarantee shall be payable to LIC as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract.	We understand that a written notice with a cure period will be provided prior to PBG invocation.	No change in RFP conditions

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12	Cl 2.38 of RFP Pg 25 of 60	c. The PBG should be valid for the entire contract period from the date of its submission to LIC. h. The PBG may be invoked for entire amount if the vendor backs-out of his obligations as per this tender or if the fresh PBG is not received by LIC one month prior to the expiry of the earlier PBG; apart from other actions that may be decided by LIC.	Bidder submits that the validity of the PBG shall for the duration of implementation and post Go Live a replacement PBG shall be submitted for a value of 10% of the Annual Support value renewed each year We further request deletion of the following language from sub-clause (h) "apart from other actions that may be decided by LIC."	No change in RFP conditions
13	Cl 2.39 of RFP Pg 26 of 60	2.39 Signing of Contract Post submission of Performance Guarantee by the successful bidder, LIC shall enter into a contract with the successful bidder, incorporating all clauses of RFP, all clarifications and the response to the RFP of the successful bidder.	Bidder submits that the contract shall be signed post which the PBG will be submitted within 15 days from the date of signing of the contract	No change in RFP conditions
14	Minimum Eligibility Criteria/29	The proposed directory services for Linux should have been implemented and be live with 10,000 or more endpoints with atleast 5 desktop policies in one organization during the last five financial years	Proposed solution is based on IdM component available as a module in Red Hat Enterprise Linux. Hence request removal of reference ask requirement for 10000 or more endpoints	Please refer Corrigendum
15	Page 49	Project Timelines - Implementation, Integration, Project completion period for Linux Directory Services	Bidder requests LIC to change this clause as below: 30 weeks from the date of Purchase Order or Contract	No change in RFP conditions
16	Page 29 section 3 point 3	The proposed Directory Services for Linux should have been implemented and be live with Request you to please revise the for the implementation with 1000 or more connected endpoints in one organization during the last five financial years.	Request you to please revise the for the implementation with 1000 or more connected endpoints in one organization during the last five financial years. OR The bidder has the experience of implementing overall 10,000 or more endpoints in the organization during last five financial years. OR The ISP has the experience of implementing the 1000 or more connected endpoints in one organization during the last five financial years.	This condition is for the product and not for the bidder. No change in RFP condition.
17	Page 31 Section 4.2 (b)	The bidder has to implement the solution in all offices of LIC at such locations as may be required by LIC.	Request you to please give us more clarity on the point: - No. of locations - No. of offices in each location	Please refer Annexure XIV.
18	Cl.4.3.5 in Pg.32 of RFP	The Vendor will not be allowed to subcontract any portions of the scope of this RFP to any other party	We submit that bidders be allowed to engage subcontractors with prior consent of LIC.	No change in RFP conditions
19	Clause 4.9.1 Page: 33	Performance Assessment/Penalties: The total penalty for implementation (till the go-live stage) will be capped at 10% of the contract value.	Please add the lines highlighted in yellow: The maximum LD/penalty under all clauses will be capped at 10% of the annual contract value.	No change in RFP conditions
20	Clause 4.11.2 Page 34	Liability of the successful bidder: The successful bidder shall be responsible for all due permissions, authorizations and consents from any third party licensors of software provided by the bidder for this project. The liability of the bidder, regardless of the nature of the action giving rise to such liability and in case of claims against the LIC arising out of misconduct or gross negligence of the bidder, its employees and subcontractors or through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited	Clause to be modified as under: The liability of the bidder, regardless of the nature of the action giving rise to such actual, direct and proven liability and in case of claims against the LIC arising out of wilful misconduct or gross negligence of the bidder, its employees and subcontractors or through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	No change in RFP conditions

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21	Cl.4.11 in Pg.34 of RFP	All Intellectual Property Rights in the Contract Material shall vest in LIC	We understand that this clause refers to any IP that is created for LIC under this project.	The understanding of the bidder is correct.
22	Clause 4.11.4 Page 35	Remedy for breach of warranty: If a third party lays a claim for any partial or full ownership of any software or its components supplied by the bidder, which jeopardize, disrupt or endanger the LIC's right of uninterrupted use of the software, the bidder shall at no cost whatsoever to the LIC, (i) regularize the license so that the LIC may continue to use the software in accordance with the terms set out in the RFP and any subsequent Agreement, or (ii) modify the software without affecting the performance or functional aspects of the software in any manner, to avoid the infringement claim, or (iii) replace the software with an alternate, non-controversial and non-infringing product, without compromising the quality and functionality of the software to be replaced. The Vendor 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 Vendor's Solution or any part thereof throughout the Offices of LIC, including but not limited to the legal actions by any third party against LIC. 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.	Below exceptions to be added to the clause: The Vendor 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 Vendor's Solution or any part thereof throughout the Offices of LIC, including but not limited to the legal actions by any third party against LIC. The forgoing shall not apply to any infringement claim resulting from any hardware, operating system or other software that arises solely due to (a) use, operations and maintenance of the Deliverables or any 3rd party material in any manner not in accordance with the Documentation or Service Provider's instructions or recommendations, or (b) combination, modification done other than by Service Provider.	No change in RFP conditions
23	Cl.4.11.4 & 4.11.5 in Pg.35 of RFP	Remedy for breach of warranty Patent Rights and other litigation costs	We submit that for third party branded hardware and software products, the warranty and IPR infringement indemnity will be as offered by the OEM manufacturer/ licensor to LIC.	No change in RFP conditions
24	Cl.4.11.5 in Pg.35 of RFP	In no event shall LIC be liable for any indirect, incidental or consequential damage or liability, under or in connection with or arising out of this RFP, or out of any subsequent agreement relating to any hardware, software and services delivered.	We propose that this clause be made mutual.	No change in RFP conditions
25	Clause 4.13 Page 36	Indemnity: Subject to Clause 4.11 (b) below, Vendor will undertake to indemnify LIC from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity attributable to the Vendor's negligence or willful default in performance. If LIC promptly notifies Vendor in writing of a third party claim against LIC that any Service provided by the Vendor infringes a copyright, trade secret or Indian patents of any third party, Vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Vendor will not indemnify LIC, however, if the claim of infringement is caused by:	Clause to be modified as under: (This is to bring it to your notice that the clause no. referred to the indemnity clause is Clause 4.13. which is inadvertently been mentioned in the clause below as Clause no 4.11 and we understand that the intention was to mention Clause no 4.13 (b) instead. Kindly consider incorporation of below correction to the clause.) a. Subject to Clause 4.13+ (b) below, Vendor will undertake to indemnify LIC from and against all actual , direct and proven losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity attributable to the Vendor's gross negligence or willful default in performance. If LIC promptly notifies Vendor in writing of a third party claim against LIC that any Service provided by the Vendor infringes a copyright, trade secret or Indian patents of any third party, Vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC.	Please refer Corrigendum

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26	Clause 4.14 Page 37	Liability: Except in cases of criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the vendor and used/consumed by LIC, 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, and 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.	Clause to be modified as under: Except in cases of criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the vendor and used/consumed by LIC, 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, and Except in cases of criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the vendor and used/consumed by 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.	Please refer Corrigendum
27	Cl.4.14 in Pg.37 of RFP	Except in cases of criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the vendor and used/consumed by LIC, 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, and 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	We submit that there is a structural/drafting error in which the clause is drafted as in its current form it requires bidder to accept indirect losses which goes against the law of the land. Hence we have proposed changing the sentence structure as follows: "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. Except in cases of criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the vendor and used/consumed by 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."	Please refer Corrigendum
28	Cl.4.17.3 in Pg.39 of RFP	Ambiguities within the Document	We propose addition of the following sentence - "as between the provisions of this RFP and the Contract, the provisions of the Contract relevant to the issue under consideration shall prevail"	No change in RFP conditions

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29	Cl.4.19.1 & 4.19.2 in Pg.40 of RFP	4.19.1 Compliance with LIC requirements The Vendor will ensure that its Personnel comply with: a. All relevant security and other requirements specified in LIC's Information Security Policy; b. Any other security procedures or requirements notified, in writing, by LIC to the Vendor. The Vendor must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice. c. Any regulatory guidelines about IT security issued by Regulator. 4.19.2 Security clearance a. LIC may, from time to time, notify the Vendor of the level of security or access clearance applicable to the Vendor's Personnel, and the date from which, or the period during which, that clearance will be effective and the Vendor must comply with and ensure its Personnel act in accordance with that notice. b. Bidder will be responsible for all costs associated with obtaining security clearances.	We understand that LIC will inform the successful bidder in advance about the policies that are applicable to it and will provide copies of the said policies.	Will be shared with the successful bidder.
30	Cl.4.19.1 & 4.19.2 in Pg.40 of RFP Cl.6.3.4 in Pg.52 of RFP	<u>4.19.1</u> Compliance with LIC requirements The Vendor will ensure that its Personnel comply with: a. All relevant security and other requirements specified in LIC's Information Security Policy; b. Any other security procedures or requirements notified, in writing, by LIC to the Vendor. The Vendor must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice. c. Any regulatory guidelines about IT security issued by Regulator. <u>4.19.2</u> Security clearance a. LIC may, from time to time, notify the Vendor of the level of security or access clearance applicable to the Vendor's Personnel, and the date from which, or the period during which, that clearance will be effective and the Vendor must comply with and ensure its Personnel act in accordance with that notice. b. Bidder will be responsible for all costs associated with obtaining security clearances. <u>6.3.4 in Pg.52</u> - The Bidder will be responsible for implementing any new policies which may be required by LIC.	We understand that in the event of a change in the applicable policies or a new policy is implemented by LIC, the technical and commercial impact of the same will be borne by LIC as per actuals.	No change in RFP conditions
31	Cl.4.21.3 in Pg.41 of RFP	If non-performance or diminished performance by the Affected Party due to the circumstances as per 4.18.2 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.	We submit that Cl.4.18.2 reference does not seem to be correct.	Please refer Corrigendum

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32	Cl.4.23.2 in Pg.42 of RFP	Termination and reduction for convenience c. If the contract is terminated under the contract, LIC is liable to make payment only for Services rendered before the effective date of termination;	We understand that LIC will reimburse the successful vendor for the cost already incurred due to premature termination like annual AMC charges paid to the OEM at the beginning of the year etc. LIC shall make payment for the products as well as services delivered before the effective date of termination	LIC shall make payment for the products and services delivered before the effective date of termination, as per the terms of payments given in the RFP.
33	Clause 4.23.3 Page 43	Termination by LIC for default: Notwithstanding what has been stated in clause 4.20.2 of this RFP LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or part if the Vendor fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Vendor fails to perform any other obligation(s) under the Contract, after a 30 days cure period is given to the vendor to cure the default. In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered, and the Vendor shall be liable to LIC for any excess costs for such similar systems or Services. However, the Vendor shall continue the performance of the Contract to the extent not terminated. Notwithstanding anything contained elsewhere, in all instances of risk purchase, LIC shall first give a prior reasonable notice to the vendor to rectify the default and only if the default continues even after the expiry of the cure period, LIC shall have the right to invoke this clause. In the event of termination, LIC shall pay the vendor for goods delivered and services rendered till the date of termination.	30 days prior written notice to be given to the vendor in case of such termination along with 30 days cure period.	No change in RFP conditions
34	Cl.4.26.2 in Pg.46 of RFP	Acceptance Testing and sign off	We understand that acceptance test will be carried out by LIC in a time bound manner.	The understanding of the bidder is correct.
35	Cl.4.26.2 in Pg.46 of RFP	Acceptance Testing and sign off	We understand that acceptance test result/sign-off will be issued within a reasonable time of the completion of the acceptance test.	The understanding of the bidder is correct.

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36	Clause 4.30 Page 47	Substitution of Project Team Members: During the assignment, the substitution of key staff such as Project Manager, Team Leader, etc., identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of the LIC by providing other staff of same level of qualifications and expertise. If LIC is not satisfied with the substitution, LIC reserves the right to terminate the contract and recover whatever payments made by the LIC to the bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, LIC reserves the right to insist the bidder to replace any team member with another (with the qualifications and expertise as required by the LIC) during the course of assignment.	Request to delete lines in red: During the assignment, the substitution of key staff such as Project Manager, Team Leader, etc., identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of the LIC by providing other staff of same level of qualifications and expertise. If LIC is not satisfied with the substitution, LIC reserves the right to terminate the contract as per termination clause mentioned in the RFP and recover whatever payments made by the LIC to the bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, LIC reserves the right to insist the bidder to replace any team member with another (with the qualifications and expertise as required by the LIC) during the course of assignment.	No change in RFP conditions
37	Cl.4.30 in Pg.47 of RFP	If LIC is not satisfied with the substitution, LIC reserves the right to terminate the contract and recover whatever payments made by the LIC to the bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages.	We propose deletion of - "and recover whatever payments made by the LIC to the bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages." as it conflicts with the various provisions of the RFP which state that upon termination successful vendor will be paid for goods and services delivered till the effective date of termination (For example, it conflicts with the following sentence in Cl.4.23.3 of the RFP - "In the event of termination, LIC shall pay the vendor for goods delivered and services rendered till the date of termination."). Further, this clause is practically very harsh/unfair and difficult to implement and will also create revenue recognition issues.	No change in RFP conditions
38	Cl 4.28 of RFP Pg 47 of 60	4.28 Performance Assessment/Penalties Vendor will submit project plan and detailed timelines covering all the phases of all activities listed in the RFP to be completed within the mentioned project duration in the format given in Annexure XVI. This project plan and detailed timelines should be submitted with signed contract; else contract will not be accepted by LIC. Once approved by LIC this plan and timelines will be final. The vendor shall perform all services and deliver all deliverables in accordance with the milestone schedule. There shall be penalties for non adherence to the milestone schedule, as per SLA. The total penalty for implementation (till the go-live stage) will be capped at 10% of the contract value.	Bidder submits that the total penalty for implementation till the go-live stage shall be capped to 10% of the delayed deliverables value excluding the support components value and the Bidder shall not be liable for any penalties where the delayed is caused due to Site Not Ready or any delay from the side of LIC which is the cause for the delay in delivery by the Bidder	No change in RFP conditions
39	Cl.4.35 in Pg.48 of RFP	Liquidated Damages	We understand that the bidder will not be responsible for the delays or failures that are attributable to LIC.	The understanding of the bidder is correct.

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40	NA	Termination clause	Termination clause to be added as under: Bidder/ Service Provider may terminate this Agreement and / or any SOW upon written notice to the tenderer if the tenderer commits a default or material breach and does not remedy the default or material breach within 30 days of notice from the Bidder/ Service Provider	No change in RFP conditions
41	Page 49	Project Timelines - Deployment of 2 on-site Engineers in Mumbai	Bidder requests LIC to change this clause as below: 6 weeks from the date of Purchase Order or Contract	No change in RFP conditions
42	Page 49	Project Timelines - Delivery of Hardware - For Linux	Bidder requests LIC to change this clause as below: 12 weeks from the date of Purchase Order or Contract	No change in RFP conditions
43	Page 49	Project Timelines - Delivery of Software - For Linux	Bidder requests LIC to change this clause as below: 12 weeks from the date of Purchase Order or Contract	No change in RFP conditions
44	Present Architecture/50	Active Directory will be migrated to latest version	Request LIC to specify the version of Active Directory to which they will be migrating ?	AD will be migrated to AD 2016 and later on to AD 2019
45	Section 6.1 , page 50	Supply, Implementation and Maintenance of Hardware, Software including all licences which may be required in Centralised Architecture on Premises in Capex Model with HA and DR for Directory Services for Linux Endpoints and Servers.	How many AD sites are there? Does the current Directory Service supports the replication feature? Require current architecture and how the systems are distributed across branches	LIC does not have Directory Services for Linux
46	Section 6.2, page 50	• Disable CD-ROM autorun and the drive • Firewall GPO - Disable Windows firewall and enable CAV firewall to prevent conflict • Hide Games • Hide Network Places from desktop • Internet Explorer - Maintenance • Provide Local Admin Rights to Administrators • Software Restriction Policy • Remote Desktop enable policy • Screen lock if the system remains idle for 10 minutes • User Account lockout for 30 minutes, after 5 wrong password attempts • Password Policy – Complexity, Change password after two days, password expiry after 60 days, disallow last 5 passwords	These are the policies applied for windows systems using active directory policies. The same policies to be applied even for Linux end points when Linux directory services are configured. All policies may not be supported for Linux , require clarity of the policies to be applied to Linux end points	The Directory Services solution for Linux should be compliant to all the technical specifications given in Annexure V of RFP.
47	Section 6.2, page 50	• Domain licindia.com - Active Directory structure: Windows 2008 Server Std; Single domain, single forest, Zone wise OU of email users objects, 1 RDC replicated to 10 ADCs.	1. Is there any sub-domain? 2. Information about Forest, DC, OU, Groups etc	Please refer to RFP.
48	Section 6.2, page 50	RHEL 5.4 & 5.9 (32 bit and 64 bit), Windows 7, 8, 10 and Vista	RHEL 5.x, 6.x are no longer supported, is LIC ready to purchase the latest OS versions? Same applies for Windows OS as well.	The desktops with old OS versions will be replaced by LIC in due course.
49	Section 6.2, page 50	RHEL 5.4, 6.6, 6.7, 7.3	OS upgradation is not possible, it needs to be replaced by newer supported versions.	The desktops with old OS versions will be replaced by LIC in due course.
50	Section 6.2 page 50	Total number of devices (Windows and Linux) including the above = 95000	What is possibility of scale-out and scale-in in no. of devices?	The bidder to size the solution for 65000 Linux endpoints and Servers

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51	Section 6.3.2 , page 51	65000 Linux endpoints and servers. • Size the hardware to suit the requirement of the Directory Services Solution and the Operating System. • High availability and Disaster Recovery to be maintained for Directory users. The proposed solution should offer near zero RPO and maximum 8 hours RTO. • Scalability - The Hardware supplied should be scalable with reference to memory, storage space, processor etc. • Implementing operating system security, performance tuning and hardening as per security standards and guidelines of LIC. • The hardware should conform to best practices to give 99.5% uptime. • The hardware supplied by the vendor should be of latest versions and should reach end of support by OEM only after 6 years. • Configuration of the RAID or Virtualisation etc. should be as per best industry practices. • Hardware to be supplied should include Rack Mounting kits, network switches, cables etc. • Hardware proposed should be enterprise grade and should be under warranty of five year with OEM and should be covered under back to back support. MAF, as given in Annexure-III, is to be submitted as part of eligibility bid.	1. Need all details of the Edge location, 2. Need architecture of the AD site. 3. Zero RPO require clarity since it is difficult to achieve zero RPO 4. Bidder has to suggest the hardware configuration or LIC will propose the hardware configuration 5. Assume that there is no onsite support required at branches and LIC's L1 team will support during the activity of joining Linux end points to directory services 6. When the Linux end points joined to active directory domain , 65000 windows CAL licenses are required, Is bidder required to add the CAL licenses cost in the bid, require clarity	1. Please refer to Annexure XIV of RFP. 2. We do not have Directory Services for Linux. 3. No change in RFP condition. 4. Bidder to suggest. 5. LIC's Hardware Engineers will provide support, but the responsibility for joining endpoints Linux Endpoints to the proposed Directory Services lie with the bidder. 6. Procurement of Microsoft CAL licences is not in the scope of this RFP.
52	Section 6.3.3 page 51	• Software and software licenses should be supplied for Directory Services Solution having basic capabilities, Additional Directory Services if required, Operating Systems, and any other software and software licenses required for implementing the Directory Services solution. • Software and Software licenses supplied and its numbers should take into consideration the Hardware, number of devices such that it should be fully compliant with regards to licensing policy of OEM	1. Softwares proposed by bidder will be totally Red Hat products and choice of the implementing party or is there any special recommendation from LIC	No comments.
53	Revised Scope of work and Deliverables - Supply and Installation of Hardware required for the proposed solution for Linux Endpoints and Servers) Pg No. 51	• Scalability - The Hardware supplied should be scalable with reference to memory, storage space, processor etc. • Implementing operating system security, performance tuning and hardening as per security standards and guidelines of LIC. • The hardware should conform to best practices to give 99.5% uptime. • The hardware supplied by the vendor should be of latest versions and should reach end of support by OEM only after 6 years. • Configuration of the RAID or Virtualisation etc. should be as per best industry practices. • Hardware to be supplied should include Rack Mounting kits, network switches, cables etc. • Hardware proposed should be enterprise grade and should be under warranty of five year with OEM and should be covered under back to back support. MAF, as given in Annexure-III, is to be submitted as part of eligibility bid.	1. Need all details of the Edge location, based on that they can extrapolate. Every AD will have a replica in iDM. 2. Need architecture of the AD site.	1. Please refer to Annexure XIV of RFP. 2. We do not have Directory Services for Linux.

Sr No	RFP Document Reference (Section & Page Number)	Clause (in brief) of RFP requiring clarification	Brief Details/Query in reference to the clause	Clarifications
54	Revised Scope of work and Deliverables - Server Specification Pg No. 51	1U or 2U	1. Hardware specification will be the choice of the bidder or will it be decided by LIC	Bidder to propose the hardware complying with the requirements specified in Section 6.3.2
55	Revised Scope of work and Deliverables - Software Installation for Linux Endpoints and Servers Pg No. 51	- Software and software licenses should be supplied for Directory Services Solution having basic capabilities, Additional Directory Services if required, Operating Systems, and any other software and software licenses required for implementing the Directory Services solution. - Software and Software licenses supplied and its numbers should take into consideration the Hardware, number of devices such that it should be fully compliant with regards to licensing policy of OEM.	1. Software's proposed by bidder will be totally Red Hat products and choice of the implementing party or is there any special recommendation from LIC	No comments.
56	Section 6.4.3 page 52	- Directory Services solution should be configured to provide audit trail of changes made to the system for various parameters assigned and for all the communication happening within and outside by all the users of these system. - Directory Services Solution should be configured with or migrated with security policies, filtering, user groups, attributes, etc as is already configured on existing servers or as per LIC requirements.	This is depending on the architecture and assets need to be integrated after implementing Directory Services.	No comments.
57	Revised Scope of work and Deliverables - Implementation of Directory Services for Linux Endpoints and Servers Pg No. 52	- Directory Services solution should be configured to provide audit trail of changes made to the system for various parameters assigned and for all the communication happening within and outside by all the users of these system. - Directory Services Solution should be configured with or migrated with security policies, filtering, user groups, attributes, etc as is already configured on existing servers or as per LIC requirements.	This is depending on the architecture and assets need to be integrated after Red Hat implementing Directory Services.	No comments.
58	Point 7.8 Page: 56	Penalty: >=95 and <98% -15% of AMC invoice amount for the qtr. <95% uptime - 25% of AMC invoice amount for the qtr.	Please modify as below: >=95 and <98% -10% of AMC invoice amount for the qtr. <95% uptime - 15% of AMC invoice amount for the qtr.	No change in RFP conditions
59	Cl.7 in Pg.56 of RFP	Service Level Agreement (SLA), Penalties	We understand that delay penalties will be computed on the value of the relevant deliverable that suffers a delay in delivery.	The penalties will be computed on the total contract value.
60	Cl.7 in Pg.56 of RFP	Service Level Agreement (SLA), Penalties	We request for an aggregate cap on post-implementation penalties at 10% of the quarterly AMC charges.	No change in RFP conditions
61	Cl.7 of RFP Pg 56 of 60	7. Service Level Agreement (SLA), Penalties	Bidder submits that the total penalty under the SLA Penalties defined under clause 7 shall not exceed 10% of the total contract value	No change in RFP conditions

Sr No	RFP Document Reference (Section & Page Number)	Clause (in brief) of RFP requiring clarification	Brief Details/Query in reference to the clause	Clarifications
62	Page 58	Payment terms: Software/ License cost : 80% to be paid on delivery and installation , 20% Software licenses and 100% of Implementation Charges cost shall be paid on successful migration and complete implementation and go-live to proposed Directory Services Solution post Go-live	Request you to modify as below: Software/License cost : 100% to be paid on delivery and installation	No change in RFP conditions
63	Page 58	Payment against Onsite services (after Go-Live) Quarterly in arrears	Request you to change as monthly in arrears	No change in RFP conditions
64	Page 58	Payment against AMC and Support charges Quarterly in arrears	Request you to change as monthly in arrears	No change in RFP conditions
65	Cl.8.1.1.(c) in Pg.58 of RFP	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.	We understand that temporary payment withheld will be applicable only on the work/ invoice which is disputed by LIC.	The understanding of the bidder is correct.
66	Cl.8.1.1.(d) in Pg.58 of RFP	LIC shall make payments in Indian Rupee (INR) on receipt of invoices, after deduction of penalties and applicable taxes at source from the agreed price.	We understand that undisputed invoices that are submitted along with supporting documents will be paid within 30 days of the receipt of the invoice.	The understanding of the bidder is correct.
67	Cl.8.1 of RFP Pg 58 of 60	8.1 Payment Terms c. LIC reserves the right to temporarily withhold payments and impose penalty, if it is not satisfied with progress made during that period or if there is a delay in activity timelines.	Bidder submits that the right to withhold payments is limited to the maximum of penalty leviable for the particular delay or default related to the milestones and there shall not be any withholding of payments related to the milestones already delivered	No change in RFP conditions
68	Cl.8.1.2 of RFP Pg 59 of 60	Payment for Software and Implementation Charges :	Bidder submits that the Implementation Charges shall be paid as follows 1. 30% of implementation charges on installation of the Hardware and Software 2. 50% of the implementation charges on completion of the solution implementation 3. 20% of the implementation charges on Go-Live sign off	No change in RFP conditions
69	MEC, Page 29 - Point No 3	The proposed Directory Services for Linux should have been implemented and be live with 10,000 or more connected Endpoints with at least 5 desktop policies in one organization during the last five Financial Years	Bidder requests LIC to allow OEM declaration as a supporting documents on this point as multiple OEMs do not share their customer POs, Contracts or Sign Offs.	Please refer Corrigendum
70	Annexure - II Minimum Eligibility Criteria and Bidder's details	Whether the proposed Directory Services for Linux has been implemented and is live with 10,000 or more connected Endpoints with at least 5 desktop policies in one organization during the last five Financial Years.	Due to NDA with OEM & his customer we are not in position to give you the same. We can arrange site visit for LIC to OEM's reference customer in India or abroad if required. We will share the case study of OEM's customers for your perusal	Please refer Corrigendum
71	Cl.6 of PRE CONTRACT INTEGRITY PACT	Fall Clause	We request for a clarification that this clause is not applicable for this project as this is a specific requirement with specific quantities and subject to L1 price bidding process.	No change in RFP conditions
72	Annexure-ND	NO DEVIATION CERTIFICATE	We submit that bidders have some concerns and need some clarifications on some clauses which are highlighted through pre-bid queries. If the same are not satisfactorily addressed in the pre-bid response, bidders may be required to submit alternate position and clarifications in their proposal. We request LIC to allow bidders to submit the same so that the same can be taken up for discussion and amicable resolution.	No change in RFP conditions

Sr No	RFP Document Reference (Section & Page Number)	Clause (in brief) of RFP requiring clarification	Brief Details/Query in reference to the clause	Clarifications
73		Additional Query	Bidder requests LIC to clarify whether the bidder needs to provision for the networking components like switching and cabling for this project. Please confirm on the exact scope	Bidder to provide TOR switch and the required cables.
74		Additional Query	Bidder requests LIC to confirm whether the bidder needs to size DR site also in High Availability. Request LIC to please share details on the compute and storage requirement at DC and DR site	Bidder needs to size DC only in HA.
75		Additional Query	Bidder requests LIC to confirm whether they have a DNS solution in place to manage auto failover. If not does the bidder need to factor the same	Bidder to propose end to end solution.
76		Additional Query	Bidder requests LIC to confirm whether they have a ticketing tool in place which can be used for this project	Bidder to propose end to end solution.

11.12.2019

Executive Director (IT/BPR)