



भारतीय जीवन बीमा निगम
LIFE INSURANCE CORPORATION OF INDIA

Information Technology/SD – Central Office, 'Yogakshema', Jeevan Bima Marg, P. B. No. 19953, Mumbai - 400021

TABLE - B LIC/CO/IT-SD/2018-19/ADC/01 Pre-Bid Response

Ref: Request for Proposal

For Supply, Installation, Integration, Commissioning and Onsite Maintenance of Application Delivery Controller

S. 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	4 of 10 of the integrity pact downloaded from http://www.licindia.in/getattachment/Bottom-Links/DownloadForms/LIC_Integrity_pact.pdf.aspx , Clause 3.12	If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.	We seek deletion of this clause	Pre Contract Integrity Pact, No Change.
2	Page 6 of 10, Clause 6.1.iv	To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.	We seek deletion of this clause	Pre Contract Integrity Pact, No Change.
3	Page 7 of 10, Clause 6.1.vii	To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER	We seek deletion of this clause	Pre Contract Integrity Pact, No Change.
4	Page 8 of 10, Clause 7.1	The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services 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 products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	We seek deletion of this clause	Pre Contract Integrity Pact, No Change.
5	Page 14, Clause 2.2.1	Only the bidders who meet all the qualifications mentioned i.e. Section 2.2.1-Pre Contract Integrity Pact and Section 3-Eligibility Criteria for this RFP are eligible to participate in the RFP.	Request customer to accept our deviations on Section 2.2.1 Pre-Contract Integrity Pact	Pre Contract Integrity Pact, No Change.

6	Page 13, Clause 3	The terms and conditions for the bidders who participate in this RFP are specified in the Section named “Terms and Conditions”. Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the Annexure(s), clarifications/modifications issued, if any, will be contractually binding on the bidders. All these terms and conditions and the contents of the RFP along with the Annexure(s), clarifications/modifications issued will form the part of the purchase orders/any resulting contracts, to be issued to the successful bidder/s from time to time as an outcome of this RFP Process.	The terms and conditions for the bidders who participate in this RFP are specified in the Section named “Terms and Conditions”. Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the Annexure(s), clarifications/modifications issued, if any, will be contractually binding on the bidders, <u>along with the devaitons proposed</u> . All these terms and conditions and the contents of the RFP along with the Annexure(s), clarifications/modifications issued will form the part of the purchase orders/any resulting contracts, to be issued to the successful bidder/s from time to time as an outcome of this RFP Process.	No Change, Please be guided by the RFP.
7	Page 23, Clause 2	The successful bidder has to sign NDA as per Annexure-VII. Violation of NDA will lead to legal action, forfeiture of PBG and blacklisting.	The successful bidder has to sign NDA as per Annexure-VII. Violation of NDA will lead to legal action, forfeiture of PBG and blacklisting .	No Change, Please be guided by the RFP.
8	Page 25, Clause 8	a) LIC may, at any time, by a prior written notice of 30 days, terminate the contract or reduce the scope of the Services.	a) LIC may, at any time, by a prior written notice of <u>90</u> 30 days, terminate the contract or reduce the scope of the Services.	No Change, Please be guided by the RFP.
9	Page 25, Clause 8	c) If the contract is terminated under the contract, LIC is liable for payments only for Services rendered before the effective date of termination;	c) If the contract is terminated under the contract, LIC is liable for payments only for Services rendered before till the effective date of termination; <u>includng but not limited to, the Bidder shall be paid for the goods delivered, services rendered, work in progress, unpaid AMCs, third party orders in pipeline which cannot be cancelled despite Bidder's best efforts, unrecovered investments shall be paid by customer as per termination schedule till the date of termination.</u>	No Change, Please be guided by the RFP.

10	Page 25	LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to vendor, terminate the Contract in whole or part, if vendor fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if vendor fails to perform any obligation(s) under the Contract. In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered, and vendor shall be liable to LIC for any excess costs for such similar systems or Services. However, vendor shall continue the performance of the Contract to the extent not terminated.	LIC may, <u>subject to cure period of 30 days</u> without prejudice to any other remedy for breach of contract, by written notice of default sent to vendor, terminate the Contract in whole or part, if vendor fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if vendor fails to perform any obligation(s) under the Contract. In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered, and vendor shall be liable to LIC for any excess costs <u>to a maximum of 3% of the costs incurred</u> for such similar systems or Services. However, vendor shall continue the performance of the Contract to the extent not terminated.	No Change, Please be guided by the RFP.
11	Page 27, Caluse 13	Except in cases of criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copyright or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by 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, 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.	Except in cases of criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copyright or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by 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, <u>loss of data</u>, 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 <u>25% of the total annual</u> Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.	No Change, Please be guided by the RFP.

12	Page 30, Clause 24	LIC ownership of Intellectual Property Rights in Contract Material: a) All Intellectual Property Rights in the Contract Material shall vest in LIC; b) to the extent that LIC needs to use any of the Auxiliary Material provided by the Vendor to receive the full benefit of the Services (including the Contract Material), the Vendor grants to, or must obtain for LIC, a world-wide, royalty free, perpetual, non-exclusive license to use, reproduce, adapt, modify and communicate that Auxiliary Material.	LIC ownership of Intellectual Property Rights in Contract Material: a) All Intellectual Property Rights in the Contract Material shall vest in LIC; b) to the extent that LIC needs to use any of the Auxiliary Material provided by the Vendor to receive the full benefit of the Services (including the Contract Material), the Vendor grants to, or must obtain for LIC, a world-wide, royalty free, perpetual, non-exclusive license to use, reproduce, adapt, modify and communicate that Auxiliary Material <u>solely in conjunction with its use of such Deliverables.</u>	No Change, Please be guided by the RFP.
13	Page 31, Clause 25	Vendor will undertake to indemnify LIC from and against all Losses on account of bodily injury, death or damage to tangible personal property of any person, corporation or other entity (including LIC) attributable to the Vendor's negligence or wilful default in performance or non-performance under the contract. If LIC promptly notifies Vendor in writing of a third party claim against LIC that any Service provided by Vendor infringes a copyright Patent or trade secret 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:	Vendor will undertake to indemnify LIC from and against all Losses on account of bodily injury, death or damage to tangible personal property of any person, corporation or other entity (including LIC) attributable to the Vendor's negligence or wilful default in performance or non-performance under the contract. If LIC promptly notifies Vendor in writing of a third party claim against LIC that any Service provided by Vendor infringes a copyright Patent or trade secret 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:	No Change, Please be guided by the RFP.
14	Page 36, Annexure 1	We hereby agree and accept all the clauses/terms and conditions mentioned in the RFP document 20th June, 2018 and also subsequent modifications / clarifications / corrigenda.	We hereby agree and accept all the clauses/terms and conditions mentioned in the RFP document 20th June, 2018 and also subsequent modifications / clarifications / corrigenda <u>subject to acceptance of our proposed deviaitons.</u>	Not Acceptable, Please be guided by the RFP.

15	Page 18, Clause 19	Bids shall remain valid for 6 months from the last date of submission of responses to this RFP. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period. In exceptional circumstances, LIC may solicit the Bidder's consent for an extension of the bid validity period. The request and the response thereto shall be made in writing.	Bids shall remain valid for 6 months 30 days from the last date of submission of responses to this RFP. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period. In exceptional circumstances, LIC may solicit the Bidder's consent for an extension of the bid validity period. The request and the response thereto shall be made in writing.	No Change, Please be guided by the RFP.
17	Page 25, Clause 8	If Vendor fails to comply with the Performance Assessment and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate the Contract immediately by giving the Vendor written notice of 15 days.	If Vendor fails to comply with the Performance Assessment and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate the Contract immediately by giving the Vendor written notice of 15 30 days.	No Change, Please be guided by the RFP.
18	Page 25, Clause 8	a) LIC may, at any time, by a prior written notice of 30 days, terminate the contractor and / or reduce the scope of the Services. If the contract is terminated, LIC is liable only for payments in respect of services rendered before the effective date of termination.	a) LIC may, at any time, by a prior written notice of 30- 90 days, terminate the contractor and / or reduce the scope of the Services. If the contract is terminated, LIC is liable only for payments in respect of services rendered , goods delivered , work in progress , unpaid AMCs, third party orders in pipeline which cannot be cancelled despite Bidder's best efforts , unrecovered investments shall be paid by customer before the effective date of termination.	No Change, Please be guided by the RFP.

19	Page 25	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. 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	LIC may, without prejudice to any other remedy for breach of contract, by written notice of 30 days 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. In the event of termination Customer shall pay Bidder for goods delivered and services rendered till the date of termination. 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 Provided further that the Vendor shall not be liable to Excess Cost in excess of (ten) 10 percent of the price of undelivered goods or services for which such option is exercised by the Purchaser. I	No Change, Please be guided by the RFP.
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20	Page 27, Caluse 13	Except in cases of criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copyright or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by 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, 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.	Except in cases of criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copyright or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by 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, 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. Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.	No Change, Please be guided by the RFP.
21	Page 28, Clause 20	If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC reserves the right to reject its bid and / or debar the Bidder from participating in future RFPs floated for a period decided by LIC and take any other action as may be deemed necessary including the invocation of PBG in part or full.	If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC reserves the right to reject its bid and / or debar the Bidder from participating in future RFPs floated for a period decided by LIC and take any other action as may be deemed necessary including the invocation of PBG in part or full.	No Change, Please be guided by the RFP.

22	Page 40, Section F	☑ 60% of the cost of items under S.No 1, 2, 4 & 6 of the Commercial Bid Format at Annexure IX shall be paid after delivery of entire solution (software, hardware, warranty & maintenance with OEM and peripherals as per scope) at the specified locations mentioned in the PO. ☑ 40% of the cost of items under S.No 1, 2, 4 & 6 of the Commercial Bid Format at Annexure IX along 100 % of item under S. No. 3 shall be paid after 3 months from the Go-Live date. Go-Live will be reckoned as the production implementation date of ADC solution after successful Installation and integration, acceptance testing and documentation of entire solution at the locations specified as per the scope of work and completion of training	☑ 60% 90% of the Total cost of items under S.No 1, 2, 4 & 6 of the Commercial Bid Format at Annexure IX shall be paid after On delivery of entire solution (software, hardware, warranty & maintenance with OEM and peripherals as per scope) at the specified locations mentioned in the PO. 10 % of the Total cost under S.No 1, 2, 4 & 6 and 100 % of S,NO 3 should be paid on implementation . ☑ 40% of the cost of items under S.No 1, 2, 4 & 6 of the Commercial Bid Format at Annexure IX along 100 % of item under S. No. 3 shall be paid after 3 months from the Go Live date. Go Live will be reckoned as the production implementation date of ADC solution after successful Installation and integration, acceptance testing and documentation of entire solution at the locations specified as per the scope of work and completion of training	No Change, Please be guided by the RFP.
23	Page 40, Section F	Payment for the onsite maintenance & support services (S.No. 5) will be made once a year in arrears subject to satisfactory performance of obligations by the vendor.	Payment for the onsite maintenance & support services (S.No. 5) will be made once a year in arrears Advance subject to satisfactory performance of obligations by the vendor.	No Change, Please be guided by the RFP.
24	Prices and Taxes:	Vendors will be entirely responsible for all taxes, duties, license fees, road permits, and transit insurance etc., except GST, and Octroi/LBT incurred until delivery of the contracted services to LIC. GST and Octroi/LBT, if any, will be reimbursed only at actual on production of appropriate receipts within 15 days of such tax payment to the respective authorities by the vendor	Vendors will be entirely responsible for all taxes, duties, license fees, road permits, and transit insurance etc., except GST, and Octroi/LBT incurred until delivery of the contracted services to LIC. GST and Octroi/LBT, if any, will be reimbursed only at actual on production of appropriate receipts within 15 10 days of such tax payment to the respective authorities by the vendor	No Change, Please be guided by the RFP.

25	Page 43	LIC reserves the right to terminate the contract earlier, as specified in Clause B – 8 of Section D “Terms and Conditions”. In case of vendor being discontinued for deficiency in service, the contract may be terminated and the vendor may be blacklisted and may not be allowed to participate in future tenders of LIC for a period to be decided by LIC. Also, a lump sum amount as deemed fit by LIC (within the limits of PBG), will be imposed as penalty on the vendor to make good the losses suffered by LIC in terms of business loss and for making alternate arrangements. Spares and support for the appliances should be available for a minimum period of five years from the date of delivery of the appliances irrespective of whether the equipment is manufactured by the Vendor or procured from any other OEM. The entire responsibility will rest on the Vendor for servicing and proper functioning of the equipment. During this specified period, if it is found that spares or support is not available, the vendor will have to replace the appliances with equivalent or higher model subject to evaluation by LIC, at no extra cost to LIC.	LIC Either party reserves the right to terminate the contract earlier, as specified in Clause B – 8 of Section D “Terms and Conditions” by giving prior notice of 30 days . In case of vendor being discontinued for deficiency in service, the contract may be terminated provided further that In the event of termination Customer shall pay Bidder for goods delivered and services rendered till the date of termination. and the vendor may be blacklisted and may not be allowed to participate in future tenders of LIC for a period to be decided by LIC. Also, a lump sum amount as deemed fit by LIC (within the limits of PBG), will be imposed as penalty on the vendor to make good the losses suffered by LIC in terms of business loss and for making alternate arrangements. Spares and support for the appliances should be available for a minimum period of five years from the date of delivery of the appliances irrespective of whether the equipment is manufactured by the Vendor or procured from any other OEM. The entire responsibility will rest on the Vendor for servicing and proper functioning of the equipment. During this specified period, if it is found that spares or support is not available, the vendor will have to replace the appliances with equivalent or higher model subject to evaluation by LIC, at no extra cost to LIC.	No Change, Please be guided by the RFP.
26	Section-H	AS PER RFP : Service Level Agreement	The maximum penalty should be up to 3 % of the maintenance value	Please be guided by the RFP and Corrigendum Issued.
27	Minimum Technical Eligibility Criteria	Centralized Management Servers and storage with Logging and Reporting capability of ADC to be provisioned and configured for the required Analytics at both locations.	Requesting LIC to provide the required compute & Storage for implementing Centralizing Management virtual Appliance/ Software solution.	Refer Page 12 of 67, Item 6. Centralised Management Server Required Qty: 01 required for Analytics of both locations.
28	General	ADC	Whether client is expecting bidder to proposed ADC solution from any specific OEM. Please provide the required details.	Please be guided by the RFP eligibility and technical criteria
29	1.1.7 Maintenance & Support	Migration	Please provide the existing ADC solution details used for Type I and Type II that need to be migrated to the newly proposed ADC solution	Refer Page 8 of 67, Item 3 : Present Technical Environment for Migration of Type I Configuration. Type II is New Setup, No Migration.

30	Maintenance during Warranty Period:	The Bidder shall attend to calls and arrange to solve the problems within the stipulated time lines as mentioned in the SLA.	Whether Management of the proposed solution (Day to Day activity) during maintenance period will be bidder responsibility or client inhouse team will do the configure the policies based on their business needs only firmware upgradation and device maintenance will be bidder responsibility.	Refer Page 39 of 67, Item 5. While Day to Day monitoring, post Onsite Support of 8 weeks after Go-Live will be with LIC in-house team. On Call same day onsite support is to be provided as per RFP Requirement. The On Call support to include the policy configuration/changes along with firmware upgrades and device maintenance and the scope of Maintenance and Support work stated in RFP 1.1.7
31	Project Implementation Period:	ADC should be implemented in the 2 Data centers within 4 weeks from the date of delivery of ADC appliance.	Request client to provide the no of Application details that need to published through WAF solution.	Details will be shared with the Selected Bidder.
32	1.1.7 Maintenance & Support	Ensure that On-call Support on same day, Quarterly Performance Audit and Firmware upgrades are done when desired by LIC	Whether client is expecting support activities from onsite or bidder can provide support based on Hybrid Model(Onsite/offshore).	On Call Same Day - OnSite Support.
33	Page 39, Point 4	Maintenance &Support with OEM for five years from the Date of Installation – Type I and Type II,	Maintenance &Support with OEM for five years from the Date of Delivery – Type I and Type II	Yes, 5 years from the date of Delivery.
34	Intellectual Protection	Clause not present in RFP	No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of its own in performing the Services. Ownership of all intellectual property rights and any other rights in these shall vest with Bidder, and no rights shall be deemed to have accrued to the Customer.	Refer Page 30 of 67 , Clause 24.

35	SNR	Clause not present in RFP	Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Bidder shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer	To the extent that a material failure of performance of the obligations attributable solely to an act or omission of LIC (example SNR), causes the Vendor to fail to meet a Milestone Date, the Vendor shall be entitled to a day-for-day extension of the applicable Milestone Date caused as a result of LIC's delay.
36	Risk and Title	Clause not present in RFP	Notwithstanding anything to the contrary contained elsewhere in the contract, The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	Refer Page 24 of 67 , Item 5. Transportation and Insurance, please be guided as per the RFP.
37	Saving Clause	Clause not present in RFP	Bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidder performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	Please be guided by the RFP Provisions.
38	Deemed Acceptance	Clause not present in RFP	Products/Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Bidder within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Bidder shall have 15 days time to correct in case of any rejection by Customer.	Please be guided by the RFP Provisions.

39	Pass Through Warranty	Clause not present in RFP	Bidder shall “pass-through” any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer’s or licensor’s warranties and indemnities. Further, it is clarified that Bidder shall not provide any additional warranties and indemnities with respect such products.	Please be guided by the RFP Provisions.
40	Non Hire Clause	Clause not present in RFP	Customer acknowledges that personnel to be provided by Bidder represent a significant investment in recruitment and training, the loss of which would be detrimental to Bidder’s business. In consideration of the foregoing, Customer agrees that for the term of this Agreement and for a period of one year thereafter, Customer will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any Bidder employee, or induce any such individual to leave the employ of Bidder . For purposes of this clause, a Bidder employee means any employee or person who has who has been involved in providing services under this Agreement.	Please be guided by the RFP Provisions.
41	Change Order	Clause not present in RFP	Either party may request a change order (“Change Order”) in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. Bidder will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Bidder shall not be bound to perform any additional services.	Please be guided by the RFP Provisions.

42	Termination for default	Clause not present in RFP	Either Party shall have the right to terminate this Agreement at any time in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days. In the event of termination Customer shall pay Bidder for goods delivered and services rendered till the date of termination.	Please be guided by the RFP Provisions.
43	Additional Hardware	Clause not present in RFP	Notwithstanding anything to the contrary in the RFP, any requirement by Purchaser of any additional Hardware under the Agreement shall be provided by the Successful Bidder at an additional cost to Purchaser and the same shall be done through a Change Order.	Please be guided by the RFP Provisions.
44	Upgrades/Enhancements	Clause not present in RFP	Notwithstanding anything to the contrary in the RFP, any requirement by Purchaser of any upgrade/enhancement shall be provided by the Successful Bidder at an additional cost to Purchaser and the same shall be done through a Change Order.	Please be guided by the RFP Provisions.
45	Arbitration		If the dispute cannot be settled by mutual discussions within the thirty (30) day period, either party may refer the matter to a panel of three arbitrators. Each party shall choose one arbitrator, both of whom shall elect the third arbitrator who shall be the presiding arbitrator. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act, 1996 or any of its subsequent amendments. The arbitration proceedings shall be in English and the venue of arbitration shall be Bangalore, India.	Please be guided by the RFP Provisions.
46	Force Majeure		Bidder is not responsible for delays caused by the reasons of strikes, changes in Government Regulations, labor disputes, wars, acts of God or any other such reason beyond its reasonable control.	Please be guided by the RFP Provisions.

47	Point No.7	Point 7 : In case of any force majeure occurrence or incident not covered under warranty that requires replacement of the device, the vendor shall, within 48 hours of indent by LIC, provide either a hardware appliance of similar or higher configuration to the damaged one or a software based load balancer with similar or higher capabilities that shall run on the virtualized system provided by LIC. 1% of the total ORIGINAL PO value per every 1 hour of delay or part thereof.	Force Majeure events are generally beyond control of vendor or OEM and ,vendor could also be affected. Although we shall try our best to support LIC, we request you to remove penalty allocated for this clause.	Please be guided by the RFP Provisions.
48		DETAILS OF DELIVERABLES Point 4 : Maintenance &Support with OEM for five years from the Date of Installation – Type I and Type II,	To be changed to Maintenance &Support with OEM for five years from the Date of Delivery – Type I and Type II	Yes, Maintenance &Support with OEM for five years from the Date of Delivery – Type I and Type II
49	2.1	Rs.5,00,000/- (Rupees Five Lakhs Only) by way of EMD Bank Guarantee executed by any nationalized bank/scheduled bank(having branches in Mumbai) in favour of Life Insurance Corporation of India	Can we get exemption while submitting NSIC / MSME certificate ?	Exemption of EMD can be considered for eligible NSIC/MSME. However, bidders themselves have to ensure that they are eligible for this and submit self-attested relevant certificates and documentary proofs. LIC reserves right to reject any non-compliant bid on account of deficiency of relevant documents. The NSIC/MSME Certificate must be Valid as on Date for Bid Submission. The NSIC/MSME Certificate must be Valid for the Category/Item solicited under this RFP.
50	9	Bidder should have at least 3 years of experience in supplying, integrating and supporting Application Delivery Controller appliances of the proposed OEM, within India. Bidder has to propose all appliances (TYPE-I and TYPE-II) from the same OEM. Bidder must provide minimum 3 citations in support of the above (only implementations done after 1st April 2015 will be considered) of which at least 2 implementations should be in the BFSI sector in India.	OEM/Bidder should have at least 3 years of experience in supplying, integrating and supporting Application Delivery Controller /Networking appliances of the OEM, within India. Bidder has to propose all appliances (TYPE-I and TYPE-II) from the same OEM. OEM/Bidder must provide minimum 3 citations in support of the above (only implementations done after 1st April 2015 will be considered) of which at least 1 or 2 implementations should be in the BFSI/Corporate/ PSU/ Government with the worth of 2CR sector in India.	Please be guided by the RFP and Corrigendum issued.

51		9	The bidder should have a dedicated ADC practice in operation for over 3 years and shall have minimum 3 skilled professionals in ADC domain certified for the proposed OEM's ADC.	The bidder/OEM should have a dedicated ADC practice in operation for over 3 years and shall have minimum 3 skilled professionals in ADC domain certified for the proposed OEM's ADC.	No Change, Please be guided by the RFP.
52		10	The bidder should have back-to-back support with the ADC OEM. Bidder should not be a mere reseller but be a Gold/Tier-1 or Silver/Tier2 partner of the OEM for the proposed product(selling, support, upgrade and service).	The bidder should have back-to-back support with the ADC OEM. Bidder should not be a mere reseller but be a Gold/Tier-1 or Silver/Tier2 or Premium partner of the OEM for the product(selling, support, upgrade and service).	No Change, Please be guided by the RFP.
53		10	EMD of Rs.5,00,000/- (Rupees Five Lakhs Only) by way of Bank Guarantee executed by any nationalized bank/scheduled bank (having branches in Mumbai) in favour of Life Insurance Corporation of India	Kindly consider EMD Value of 100000/-	No Change, Please be guided by the RFP.
54		43	Post Implementation Onsite Support.	Kindly Consider Post Implementation for 2 Weeks and performance audit will done twice in the year.	No Change, Please be guided by the RFP.
55		44	Section-H: Service Level Agreement (SLA)	1Please conside 0.1% on delay of delivery and installation per week upto 1% of PO Value. 2.remove the HLD and LLD penalty for delay in HLD and LLD. 3. Brakdown / Malfunction/HA Mode Down time - 0.1% of the PO Value. 4. consider the 0.5 % penalty for delay on-call support.	No Change, Please be guided by the RFP and Corrigendum .
56		40	☐ 60% of the cost of items under S.No 1, 2, 4 & 6 of the Commercial Bid Format at Annexure IX shall be paid after delivery of entire solution (software, hardware, warranty & maintenance with OEM and peripherals as per scope) at the specified locations mentioned in the PO. ☐ 40% of the cost of items under S.No 1, 2, 4 & 6 of the Commercial Bid Format at Annexure IX along 100 % of item under S. No. 3 shall be paid after 3 months from the Go-Live date. Go-Live will be reckoned as the production implementation date of ADC solution after successful Installation and integration, acceptance testing and documentation of entire solution at the locations specified as per the scope of work and completion of training.	Request you o release the 90% against delviery and 10% paymen after implementation.	Please be guided by the RFP and Corrigendum Issued.
57	Annexure-VIII: Technical Bid Format - 30		The Proposed Solution should support minimum SSL throughput of : TYPE – I 15 Gbps upgradable upto 45 Gbps (With additional software license or hardware blade within the same box) TYPE – II 5Gbps upgradable upto 15 Gbps (With additional software license or hardware blade within the same box)	SSL thoroughput cannot be same as the overall throughput	Please be guided by the RFP and Corrigendum Issued.
58	Annexure-VIII: Technical Bid Format - 83		Same device should be capable of supporting SSL VPN functionality (License to be included for 2000 Concurrent no of Users)	Requesting the client to relax this claus as good to have and not essential, this will allow other vendors to participate	Please be guided by the RFP/Corrigendum.
59	Annexure-VIII: Technical Bid Format - 84		Endpoint Analysis (Antivirus, Files, Registry Scanning etc.)	Requesting the client to relax this claus as good to have and not essential, this will allow other vendors to participate	Please be guided by the RFP/Corrigendum.

60	Annexure-VIII: Technical Bid Format - 85	VPN Client support for IOS, Windows, Android, Mac etc. Licenses to be included / provided for these devices	Requesting the client to relax this clause as good to have and not essential, this will allow other vendors to participate	Please be guided by the RFP/Corrigendum.
61	Annexure-VIII: Technical Bid Format - 86	Clientless VPN Support	Requesting the client to relax this clause as good to have and not essential, this will allow other vendors to participate	Please be guided by the RFP/Corrigendum.
62	Annexure-VIII: Technical Bid Format - 87	Should have built-in support for OTP (2nd factor authentication).	Requesting the client to relax this clause as good to have and not essential, this will allow other vendors to participate	Please be guided by the RFP/Corrigendum.
63	Annexure-VIII: Technical Bid Format - 88	Pre Authentication Checks	Requesting the client to relax this clause as good to have and not essential, this will allow other vendors to participate	Please be guided by the RFP/Corrigendum.
64	Annexure-VIII: Technical Bid Format - 53	The Proposed Solution should reduce the number of requests and speed page rendering time by managing object expiration dates and storing frequently requested objects in the browser cache.	This is proprietary to Radware - request to relax clause so that other vendors can participate	No Change, Please be guided by the RFP.
65	Annexure-VIII: Technical Bid Format - 54	The Proposed Solution should must have Content Reordering, Domain Sharding capabilities.	This is proprietary to Radware - request to relax clause so that other vendors can participate	No Change, Please be guided by the RFP.
66	Annexure-VIII: Technical Bid Format - 55	The Proposed Solution should must have Image Optimization Capabilities. (Reduces size of images by lowering the quality, stripping out unnecessary metadata and converting the image format).	This is proprietary to Radware - request to relax clause so that other vendors can participate	No Change, Please be guided by the RFP.
67	Annexure-VIII: Technical Bid Format - 56	The Proposed Solution should must have Content inlining capabilities.(Reduces the number of requests by inlining JavaScripts, CSS and images directly into HTML, eliminating the need to perform additional GET requests).	This is proprietary to Radware - request to relax clause so that other vendors can participate	No Change, Please be guided by the RFP.
68	Pg 9	Pre-Bid Integrity Pact Clause 7 – Fall Clause	We request deletion of the Fall Clause, as prices provided are dependent on a number of factors. Bidder does not enter into any price fixing or anti-competitive terms. The Bidder agrees to other terms of the Integrity Pact with regard to integrity and anti-corruption.	Pre Contract Integrity Pact , No Change.
69	Pg 24	Clause 5 - Transportation and Insurance: The vendor is required to deliver the products and services at the destinations as informed in this RFP, for execution. Transportation and Insurance of goods shall be arranged and paid for by the vendor at no extra cost to LIC. The goods supplied shall be fully insured by the vendor for and from transit period till 10 days from the date of delivery at LIC's offices, at their cost against any loss or damage. Should any loss or damage occur, the vendor shall: (a) Intimate and pursue claim with the Insurance Company till settlement and (b) Promptly make arrangements for replacement of any damaged item/s (within fifteen days of detection of damages), irrespective of the settlement of claim by the Insurance Company.	Request deletion	No Change, Please be guided by the RFP.
70	Pg 24	Clause 7 - Dispute (c) The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	Request deletion	No Change, Please be guided by the RFP.

71	Pg 25	Clause 8 Termination Right to terminate: If Vendor fails to comply with the Performance Assessment and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate the Contract immediately by giving the Vendor written notice of 15 days. Termination and reduction for convenience: a) LIC may, at any time, by a prior written notice of 30 days, terminate the contractor and / or reduce the scope of the Services.	We request 90 days written notice for termination for convenience.	No Change, Please be guided by the RFP.
72	Pg 25	Termination and reduction for convenience c) If the contract is terminated, LIC is liable only for payments in respect of services rendered before the effective date of termination.	If the contract is terminated for convenience, LIC is also required to pay for third party/OEM products books, which cannot be cancelled or where cancellation fee becomes applicable. Please confirm acceptance.	No Change, Please be guided by the RFP.
73	Pg 25	Termination by LIC for default 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. 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.	We request confirmation that any termination for default can take place by providing notice of 30 days to the bidder and on failure of bidder to cure or remedy such breach or default.	No Change, Please be guided by the RFP.
74	Pg 27	Limitation of liability Except in cases of criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copyright or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by 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, 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.	We request that apart from the exceptions provided in Clause 13, the aggregate liability of the supplier/vendor to LIC, whether under the Contract, in tort or otherwise, shall not exceed the annual value of the contract. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.	No Change, Please be guided by the RFP.

75	Pg 27	Clause 15 Copyright Violation and Patent Rights: The Bidder shall indemnify LIC in respect of all claims arising out of violation of any Patents or Copyrights, for all softwares supplied by the bidder. The Bidder shall indemnify LIC against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the software packages. The Vendor should have back to back agreement with OEM to safeguard the Corporation's interest with regards to IPR. IF THE BIDDER IS NOT ABLE TO COMPLY WITH THIS CONDITION, THE BID WILL BE TREATED AS NON-RESPONSIVE.	Please note, Bidder agrees to indemnify LIC in respect of IPR infringement claims for software/hardware supplied by Bidder to the extent indemnification is provided by the OEM/Software Licensor, in this regard. Please confirm acceptance of this, considering that Bidder is not an OEM/Software Licensor and will pass on all benefits from the OEM/Software Licensor, as-is.	No Change, Please be guided by the RFP.
76	Pg 30	Clause 24 Intellectual Property Rights Third Party Material: The Vendor must have ownership or obtain all necessary copyright and other Intellectual Property Right permissions before making any Third Party Material available as Auxiliary Material for the purpose of performance of services under this RFP and resulting contract. LIC ownership of Intellectual Property Rights in Contract Material: a) All Intellectual Property Rights in the Contract Material shall vest in LIC; b) to the extent that LIC needs to use any of the Auxiliary Material provided by the Vendor to receive the full benefit of the Services (including the Contract Material), the Vendor grants to, or must obtain for LIC, a world-wide, royalty free, perpetual, non-exclusive license to use, reproduce, adapt, modify and communicate that Auxiliary Material.	Please note that Bidder is not an OEM/Software Licensor and is only a supplier of third party products. Please confirm that Warranty and Indemnity and all other benefits in respect of third party materials will be as terms and conditions of OEM/Software Licensor.	No Change, Please be guided by the RFP.
77	57	The Proposed Solution should support minimum : TYPE-I L7 15Gbps throughput upgradable to L7 45 Gbps (With additional software license or hardware blade within the same box). Http Req/Sec 10,00,000 . TYPE-II L7 5 Gbps throughput upgradable to 15 Gbps (With additional software license or hardware blade within the same box). Http Req/Sec 500,000.	Requested Change: The Proposed Solution should support minimum : TYPE-I L7 15Gbps throughput upgradable to L7 35 Gbps (With additional software license or hardware blade within the same box). Http Req/Sec 10,00,000 . TYPE-II L7 5 Gbps throughput upgradable to 20 Gbps (With additional software license or hardware blade within the same box). Http Req/Sec 500,000.Commercial evaluation shall be based on inclusive of software upgrade license.	Please be guided by the RFP and Corrigendum Issued.

78	58	The Propod Solution Should support minimum : TYPE I - 20K SSL Transactions per second for 2048 bit key upgradable upto 60K (With additional software license or hardware blade within the same box (1 TPS == 1 CPS)) TYPE II - 6K SSL Transactions per second for 2048 bit key upgradable upto 18K (With additional software license or hardware blade within the same box (1 TPS == 1 CPS))	Requested Change: The Propod Solution Should support minimum : TYPE I - 20K SSL Transactions per second for 2048 bit key upgradable upto 35K (With additional software license or hardware blade within the same box (1 TPS == 1 CPS)) TYPE II - 6K SSL Transactions per second for 2048 bit key upgradable upto 10K (With additional software license or hardware blade within the same box (1 TPS == 1 CPS)). Commercial evaluation should be based on inclusive of software upgrade license.	Please be guided by the RFP and Corrigendum Issued.
79	58	The Proposed Solution should support minimum SSL throughput of : TYPE – I 15 Gbps upgradable upto 45 Gbps (With additional software license or hardware blade within the same box) TYPE – II 5Gbps upgradable upto 15 Gbps (With additional software license or hardware blade within the same box)	The Proposed Solution should support minimum SSL throughput of : TYPE – I 10 Gbps upgradable upto 20 Gbps (With additional software license or hardware blade within the same box) TYPE – II 5Gbps upgradable upto 10 Gbps (With additional software license or hardware blade within the same box)	Please be guided by the RFP and Corrigendum Issued.
80	59	The Proposed Solution should support minimum : TYPE I - 3 Gbps of compression throughput. TYPE II – 2 Gbps of compression throughput.	Requested Change: The Proposed Solution should support minimum : TYPE I - 3 Gbps of compression throughput and scalable upto 20Gbps. TYPE II – 2 Gbps of compression throughput and scalable upto 6 Gbps	Please be guided by the RFP and Corrigendum Issued.
81		New Clause	1. Application Response time: Average Response time, Page Load time, Server side RTT, Client side RTT and response code 2. Health: Health status of each application like Critical, Moderate and Good etc. 3. Traffic Performance: Lists the top 5 applications for each performance data indicator 4. HTTP Transaction Per Second 5. New Connections Per Second 6. Identification of BAD and Good Traffic 7. Correlation of reports on multiple application servers	Please be guided by the RFP and Corrigendum Issued.
82		Request Addition	The system must be able to block hosts exceeding a configurable threshold for total number of HTTP operations per second, per destination server.	Please be guided by the RFP.

83		Request Addition	Solution must be able to detect the presence of Remote Access Trojans (RATs) residing in the user's web browser and should perform comprehensive countermeasure to protect against zero day attack.	Please be guided by the RFP.
84		Request Addition	WAF should have capability of advance L7 DDoS mitigation based on machine learning and behavioral analytics and dynamic signature	Please be guided by the RFP.
85		Request Addition	WAF should support API security to protect communication between multiple applications server through machine language	Please be guided by the RFP.
86		Request Addition	WAF should have capability to Anti-Bot Mobile SDK to Whitelist establish trust based on an embedded software package within the customer's application code, and corresponding cookie verification	Please be guided by the RFP.
87		Request Addition	he WAF solution should support Credential Stuffing Database service that leverages a threat feed of known stolen credentials	Please be guided by the RFP.
88		Request Addition	WAF should enforces API protection for East-West Applications by full XML schema validation, XML instance limits, XML attack signatures and should support XML encryption	Please be guided by the RFP.
89		Request Addition	The Solution should have the ability to generate and issue CAPTCHA challenge to suspicious clients	Please be guided by the RFP.

90	10	Appliance TYPE – I Hardware based Appliance Configuration : DMZ Setup Qty : 4 Devices (2 Primary x 2 DR) Proposed Platform Performance : L7 Throughput : 15Gbps Http Req/Sec: 10,00,000 SSL Transaction/sec : 20000 SSL Throughput : 15Gbps Compression Throughput: 3 Gbps SSL VPN Concurrent Users : 20000. Scalability Proposed: 3x (Minimum three times scalability on L7 throughput, SSL TPS and SSL throughput with additional software license or hardware blade within the same box).	Requested Change: Appliance TYPE – I Hardware based Appliance Configuration : DMZ Setup Qty : 4 Devices (2 Primary x 2 DR) Proposed Platform Performance : L7 Throughput : 15Gbps Http Req/Sec: 10,00,000 SSL Transaction/sec : 20000 SSL Throughput : 10Gbps Compression Throughput: 3 Gbps SSL VPN Concurrent Users : 20000. Scalability Proposed: L7 Throughput : 35Gbps SSL Transaction/sec : 35000 SSL Throughput : 20 Gbps Compression Throughput: 20 Gbps	Please be guided by the RFP and Corrigendum Issued.
91	11	Appliance TYPE – II Hardware based Appliance Configuration : LAN Setup Qty : 4 Devices (2 Primary x 2 DR) Proposed Platform Performance : L7 Throughput : 5Gbps Http Req/Sec: 500,000 SSL Transaction/sec : 6000 SSL Throughput : 5 Gbps Compression Throughput: 2 Gbps Scalability Proposed: 3x (Minimum three times scalability on L7 throughput, SSL TPS and SSL throughput with additional software license or hardware blade within the same box).	Requested Change:Appliance TYPE – II Hardware based Appliance Configuration : LAN Setup Qty : 4 Devices (2 Primary x 2 DR) Proposed Platform Performance : L7 Throughput : 5Gbps Http Req/Sec: 500,000 SSL Transaction/sec : 6000 SSL Throughput : 5 Gbps Compression Throughput: 2 Gbps Scalability Proposed: L7 Throughput : 20 Gbps SSL Transaction/sec : 10000 SSL Throughput : 10Gbps Compression Throughput: 6 Gbps	Please be guided by the RFP and Corrigendum Issued.
92	1. Minimum Eligibility Criteria (MEC) [Stage I Evaluation] Page No 9	Bidder should have at least 3 years of experience in supplying, integrating and supporting Application Delivery Controller appliances of the proposed OEM, within India. Bidder has to propose all appliances (TYPE-I and TYPE-II) from the same OEM. Bidder must provide minimum 3 citations in support of the above (only implementations done after 1st April 2015 will be considered) of which at least 2 implementations should be in the BFSI sector in India.	Request LIC to consider following: Bidder should have at least 3 years of experience in supplying, integrating and supporting Application Delivery Controller appliances of within India. Bidder must provide minimum 3 citations in support of the above (only implementations done after 1st April 2015 will be considered) of which at least 2 implementations should be in the BFSI sector in India.	Please be guided by the RFP and Corrigendum Issued.
93	1. Minimum Eligibility Criteria (MEC) [Stage I Evaluation] Page No 9	Proposed ADC OEM should be present in either Leaders or Challengers quadrant as per the latest Gartner's Magic Quadrant for ADC and WAF	Proposed ADC OEM should be present in either Leaders or Challengers quadrant as per the latest Gartner's Magic Quadrant for ADC and WAF OR Proposed ADC OEM should have minimum 5 customer references in BFSI in India for similar requirement	Please be guided by the RFP.

94	Section-H: Service Level Agreement (SLA) Page No 44	Delivery of integrated ADC appliance including the servers/storage, etc. needed as per the expected deliverables within 10 weeks from the date of acceptance of the Purchase Order. - 1 % of the total PO value per week of delay or part thereof.	Request LIC to consider 0.5% of the total PO value per week of delay or part thereof	Please be guided by the RFP and Corrigendum Issued.
95	Section-H: Service Level Agreement (SLA) Page No 44	Delay in implementation of all appliances beyond 14 weeks from the date of receipt of the purchase order. - 1 % of the total PO value per week of delay or part thereof.	Request LIC to consider 0.5% of the total PO value per week of delay or part thereof	Please be guided by the RFP and Corrigendum Issued.
96	8) Annexure-VIII - Point # 5 Page No 57	System should include minimum 6 x 1G (Copper) and 4 x 10G SFP+ interfaces for Appliance TYPE-I AND 4 x 1G (Copper) and 2 x 10 G SFP+ interfaces for Appliance TYPE-II fully populated.	In Proposed specs we haven't specified SFP+ Port type to be populated mostly for connectivity within DC we use Multi-Mode Modules, Hence Request you to change the point to below: "System should include minimum 6 x 1G (Copper) and 4 x 10G SFP+ interfaces for Appliance TYPE-I AND 4 x 1G (Copper) and 2 x 10 G SFP+ interfaces for Appliance TYPE-II, both Type-I and Type-II to be fully populated with Multi-Mode Modules."	Multimode 10Gig transceiver

97	8) Annexure-VIII - Point # 29 Page No 58	The Proposed Solution Should support minimum : TYPE I - 20K SSL Transactions per second for 2048 bit key upgradable upto 60K (With additional software license or hardware blade within the same box (1 TPS == 1 CPS)) TYPE II - 6K SSL Transactions per second for 2048 bit key upgradable upto 18K (With additional software license or hardware blade within the same box (1 TPS == 1 CPS))	SSL standards are evolved a lot from RSA and is adopting new standards like ECC which uses light weight mathematical algorithm and is stronger than RSA, With Such evaluation, even newer SSL standards like TLS1.3 have dropped support for RSA and is proposing use of only ECC. With this in near future requirement of RSA numbers will reduce and ECC numbers will increase Hence Request you to change the points to incorporate ECC standards as well with below points "The Proposed Solution Should support minimum : TYPE I - 20K SSL Transactions per second for 2048 bit key upgradable upto 50K and Should support upto 10K SSL CPS of ECDSA-P256 bit key strength with scalable to 25K (With additional software license or hardware blade within the same box (1 TPS == 1 CPS)) TYPE II - 6K SSL Transactions per second for 2048 bit key upgradable upto 18K and Should support upto 3K SSL CPS of ECDSA-P256 bit key strength with scalable to 9K (With additional software license or hardware blade within the same box (1 TPS == 1 CPS))"	Please be guided by the RFP and Corrigendum Issued.
98	8) Annexure-VIII - Point # 30 Page No 58	The Proposed Solution should support minimum SSL throughput of : TYPE – I 15 Gbps upgradable upto 45 Gbps (With additional software license or hardware blade within the same box) TYPE – II 5Gbps upgradable upto 15 Gbps (With additional software license or hardware blade within the same box)	Normally requirement of SSL throughput is far less than L7 throughput of appliance hence request you to reconsider SSL Throughput numbers to below proposed "The Proposed Solution should support minimum SSL throughput of : TYPE – I 6 Gbps upgradable upto 18 Gbps (With additional software license or hardware blade within the same box) TYPE – II 3 Gbps upgradable upto 9 Gbps (With additional software license or hardware blade within the same box)	Please be guided by the RFP.

99	8) Annexure-VIII - Point # 32 Page No 59	The Proposed Solution should support 1024, 2048 and 4096 bit key for SSL offloading	The Proposed Specs is only talking about RSA key size and not ECC, Hence request you to consider below proposed specs of with consideration of ECC as well " The Proposed Solution should support 1024, 2048 and 4096 bit key for RSA and ECDSA-P256 for SSL offloading"	Please be guided by the RFP and Corrigendum Issued.
100	8) Annexure-VIII - Point # 63 Page No 60	The Web application firewall should address Open Web Application Security Project (OWASP) Top Ten security vulnerabilities such as SQL Injection, Cross-Site Scripting (XSS), Broken Authentication and Session Management.	The Proposed specs is talking about OWASP Top 10, it is also recommended to consider OWASP Top 10 for Latest Standards as well Hence request you to reconsider the Point to below " The Web application firewall should address Open Web Application Security Project (OWASP) Top Ten 2017 security vulnerabilities such as SQL Injection, Cross-Site Scripting (XSS), Broken Authentication and Session Management."	Yes, WAF to address Latest OWASP Top Ten Security Vulnerabilities
101	8) Annexure-VIII - Point # 72 Page no 60	Should support positive and negative security model.	To Deploy WAF it is always recommended to deploy the solution in both Positive and Negative Security Model, while deploying the solution - it is also crucial to make sure that this model works in con-currence of appliance without breaking it and making sure it has optimal security policy. For this system should have capability to learn the traffic create policy automatically - this will also make sure deployment of WAF is a lot faster Hence request you to consider below points "System supports positive security model, and should be capable of learning what traffic profile is legitimate, and blocking anything else, similarly system supports also support Negative security model, and should be capable of learning what traffic profile is legitimate, and blocking anything else"	Please be guided by the RFP.

102	8) Annexure-VIII - Point # 75 Page No 60	WAF should support dynamic source IP blocking and should be able to block attacks based on IP source.	With Evolving of new technology and skill sets, it is very easy for Attacker to spoof source IP and change it to further try and penetrate into the application. For this it is importance for system to identify attacker on considering other parameters and not limiting it self to Source IP Hence request you to consider below point "WAF should support dynamic source IP blocking and should be able to block attacks based on device information like OS, screen resolution and many other device related information to identify Host and not limiting itself to source IP address"	Please be guided by the RFP.
103	8) Annexure-VIII - Point # M - 83-88 Page No 61	SSL VPN Functionality	SSL VPN is feature of separate security solution by it self, dedicated appliance and different OEMS like Firewall vendors are there, and not relevant to ADC technologies, as it is not recommend to terminate VPN traffic inside our network all the way towards ADC which is normally installed close to servers We also understand requirement of SSL VPN is crucial for LIC Hence request LIC to consider proposed changes, "SSL VPN should be proposed as separate appliance other than ADC with below functionality -SSL VPN appliance should be capable of supporting SSL VPN functionality (License to be included for 2000 Concurrent no of Users) - Endpoint Analysis (Antivirus, Files, Registry Scanning etc.) - VPN Client support for IOS, Windows, Android, Mac etc. Licenses to be included / provided for these devices - Clientless VPN Support - Should have built-in support for OTP (2nd factor authentication). - Pre Authentication Checks"	Please be guided by the RFP and Corrigendum Issued.

104	8) Annexure-VIII - New Propsoed Points		For optimal working of any technology there should be provision of sufficient RAM to handle working current/ new session landing Hence request you to consider below points "The Proposed Solution Should support minimum of: TYPE I - 128Gb RAM and scalable to 256Gb TYPE 2 - 16Gb RAM and Scalable to 32Gb"	Please be guided by the RFP.
105	8) Annexure-VIII - New Propsoed Points		Solution should support internally hosted security Page, for quick identification of any violation due to WAF and educate users that this activity are being tracked	Please be guided by the RFP.
106	8) Annexure-VIII - New Propsoed Points		Understanding the diverse infrastructure of network there are normally requirement of many setups like UAT, Pre-Production and Production Having all the features in one standalone appliance proposes risk of effecting Production environment, hence it is recommended to have ADC technology virtualised where we can test UAT and Pre-Production environment without effecting Production setup, Hence request you to consider below Point "Solution should be virtualization ready with OEM's own hypervisor TYPE-I - with minimum 3 virtual instances scalable to 9 instance from day 1, TYPE-II - with minimum 3 virtual instances scalable to 9 instance from day 1,	Please be guided by the RFP.
107	8) Annexure-VIII - New Propsoed Points		Virtualization: Ability to divide single box in to multiple virtualized ADCs & operate as independently so single device can be used to load balance application servers located across multiple DMZ / LAN without compromising network security.	Please be guided by the RFP.

108	8) Annexure-VIII - New Propsoed Points		Physical resources like memory, CPU must not be shared between virtual ADC instance, resulting in predictable performance of each virtual ADC instance	Please be guided by the RFP.
109	8) Annexure-VIII - New Propsoed Points		system should support integration with DDOS Solution to mitigate attacks from Mega Proxies HTTP dynamic flood	Please be guided by the RFP.
110	8) Annexure-VIII - New Propsoed Points		System should be able to signal the DDoS appliance in case of L7 attacks with attack source and the signature to be created on the DDoS appliance so that the attack can be blocked at perimeter.	Please be guided by the RFP.
111	8) Annexure-VIII - New Propsoed Points		Policies must be automatically generated from auto learn results	Please be guided by the RFP.
112	8) Annexure-VIII - New Propsoed Points		Device should be able to protect from web scrapping attacks by identifying clients private IP address, screen resolution etc from the client	Please be guided by the RFP.
113	8) Annexure-VIII - New Propsoed Points		System supports Elliptic Curve Ciphers (ECDHE)	Please be guided by the RFP and Corrigendum Issued.
114	8) Annexure-VIII - New Propsoed Points		System supports Elliptic Curve certificates (ECDSA)	Please be guided by the RFP and Corrigendum Issued.
115	8) Annexure-VIII - New Propsoed Points		System supports TLS 1.2 and TLS 1.3 standards	Please be guided by the RFP.
116	8) Annexure-VIII - New Propsoed Points		Should be able to integrate with SIEM solution	Please be guided by the RFP and Corrigendum Issued.
117	8) Annexure-VIII - New Propsoed Points		Device should able to control BOT traffic and It should able to block known bad bots and fake search engine requests	Please be guided by the RFP.
118	8) Annexure-VIII - New Propsoed Points		Should have the capability to Auto-Learn Security Profiles required protecting the Infrastructure.	Please be guided by the RFP.
119	Page 33, Section-E:SCOPE OF WORK	documenting the solution, training & certifying officials nominated by LIC.	Request LIC to clarify whether certifying the LIC person is also part of training	Training as per RFP Clause 1.1.5 / Page 37 of 67. OEM Certification desirable not mandatory.
120	Page 38, 1.1.7 Maintenance & Support	The Bidder should provide a detailed plan on the support for the Application Delivery Controller solution to maintain the system uptime of at least 99.9% computed on monthly basis	Request LIC to clarify whether SLA of 99.9% on monthly basis is for individual component or for complete solution.	Please be guided by the RFP Provisions. Uptime is for Type I and Type II Systems Independently.
121	Page 38, Appliance Maintenance Requirement:	Appliance Replacement: 10 Business Days	As LIC is asking SLA for 99.9% on monthly basis, 10 business day hardware replacement is contradictory, request LIC to change the hardware replacement from 10 business day to 24x7x4 replacement	Please be guided by the RFP Provisions.
122	Page 38, 1.1.7 Maintenance & Support	The Bidder should provide a detailed plan on the support for the Application Delivery Controller solution to maintain the system uptime of at least 99.9% computed on monthly basis	Request LIC to reconsider on 99.9% monthly basis SLA as it is not possible to provide such SLA on call support	Please be guided by the RFP Provisions.

123	Page 57, 8) Annexure-VIII - Point # 5	System should include minimum 6 x 1G (Copper) and 4 x 10G SFP+ interfaces for Appliance TYPE-I AND 4 x 1G (Copper) and 2 x 10 G SFP+ interfaces for Appliance TYPE-II fully populated.	Request LIC to confirm type of 10Gig transceiver required	Multimode 10Gig transceiver
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EXECUTIVE DIRECTOR(IT/SD)

