

Response to prebid queries - RFP for Supply, Installation, Integration, Commissioning and Maintenance of Link Load Balancers for LIC of India
Ref: CO/IT-BPR/FW/RFP/2020-21/01 Dated: 25th January, 2021

S.No	RFP Document Reference (Page #)	RFP Document Reference(s) (Section)	Clause (in brief) of RFP requiring clarification(s)	Deviations / Recommendations (Bidder's view)	LIC's Clarification/Modifications
1	12	6) Current Setup:	Having Link Load Balancers at two locations (in Mumbai) in HA mode for managing the traffic load of Internet Lease Links.	Are these locations are interconnected?	No
2	13	Section-B: ELIGIBILITY CRITERIA Minimum Eligibility Criteria (MEC) : Point No 2	The bidder shall be a system integrator (SI) for LLB, operating since last three financial years. Such System integrators should have back-to-back support with the respective OEM and should not be a mere reseller.	Bidder requests LIC to add the point 2 of Eligibility Criteria : Bidder should have the highest level of partnership with the OEM. A copy of certificate should be submitted as part of bid response. This shall help LIC to have highest level partners of OEM	Please be guided by the RFP
3	13	1) Minimum Eligibility Criteria (MEC) :	Bidder should have minimum annual turnover of Rs. 1 Crore in each of the last three Financial Years immediately preceding the date of this RFP.	Inorder to attract serious bidder , we request you to modify the clause as: Bidder should have minimum annual turnover of Rs. 100 Crore in each of the last three Financial Years immediately preceding the date of this RFP	Please be guided by the RFP
4	13	Section - B - Eligibility Criteria	The bidder has to provide details of Top 2 customers being serviced by them for LLB	Please Consider " The bidder has to provide details of Top 2 customers being serviced by them for Load Balancer"	Please be guided by the RFP
5	13	Section - B - Eligibility Criteria	The Bidder should have executed Three orders of Rs. 10 Lakh each, in any of the last three financial years for any PSUs / Banks / Insurance / Financial Institutions (BFSI)/TSP/Government Departments in India. Purchase Orders for supply, installation and maintenance of LLB equipments (proposed OEM products in this bid) in the last three financial years immediately preceding the date of this RFP.	Please Consider " The bidder Should have executed Single order of 1 Cr, 2 Orders of 50L and 3 orders of 25L Each in any of the last three financial years for any PSUs / Banks / Insurance / Financial Institutions (BFSI)/TSP/Government Departments in India. Purchase Orders for supply, installation and maintenance ofLoad Balancer equipments (proposed OEM products in this bid) in the last three financial years immediately preceding the date of this RFP.	Please refer to the revised eligibility criteria
6	13	Experience	The Bidder should have executed Two orders of Rs. 10 Lakh each, in any of the last three financial years for any PSUs / Banks / Insurance / Financial Institutions (BFSI)/TSP/Government Departments in India. Purchase Orders for supply, installation and maintenance of LLB equipments (proposed OEM products in this bid) in the last three financial years immediately preceding the date of this RFP.	Request LIC is to allow below clause. The Bidder / OEM should have executed Two orders of Rs. 10 Lakh each, in any of the last three financial years for any PSUs / Banks / Insurance / Financial Institutions (BFSI)/TSP/Government Departments in India. Purchase Orders for supply, installation and maintenance of LLB equipment (proposed OEM products in this bid) in the last three financial years immediately preceding the date of this RFP.	Please be guided by the RFP
7	13	Section-B: ELIGIBILITY CRITERIA	The Bidder should have executed Two orders of Rs. 10 Lakh each, in any of the last three financial years for any PSUs / Banks / Insurance / Financial Institutions (BFSI)/TSP/Government Departments in India. Purchase Orders for supply, installation and maintenance of LLB equipments (proposed OEM products in this bid) in the last three financial years immediately preceding the date of this RFP.	Request LIC to consider following: The Bidder should have executed Two orders of Rs. 10 Lakh each, in any of the last three financial years for any PSUs / Banks / Insurance / Financial Institutions (BFSI)/TSP/Government Departments in India. Purchase Orders for supply, installation and maintenance of LLB/ADC equipments (proposed OEM products in this bid) in the last five financial years immediately preceding the date of this RFP.	Please refer to the revised eligibility criteria

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8	13	Section-B: ELIGIBILITY CRITERIA	The Bidder should have executed Two orders of Rs. 10 Lakh each, in any of the last three financial years for any PSUs / Banks / Insurance / Financial Institutions (BFSI)/TSP/Government Departments in India. Purchase Orders for supply, installation and maintenance of LLB equipments (proposed OEM products in this bid) in the last three financial years immediately preceding the date of this RFP.	Request LIC to remove proposed OEM products.	Please refer to the revised eligibility criteria
9	13	1) Minimum Eligibility Criteria (MEC)	The Bidder should have executed Two orders of Rs. 10 Lakh each, in any of the last three financial years for any PSUs / Banks / Insurance / Financial Institutions (BFSI)/TSP/Government Departments in India. Purchase Orders for supply, installation and maintenance of LLB equipments (proposed OEM products in this bid) in the last three financial years immediately preceding the date of this RFP.	Request you to modify the specs to below The Bidder/OEM should have executed Two orders of Rs. 10 Lakh each, in any of the last three financial years for any PSUs / Banks / Insurance / Financial Institutions (BFSI)/TSP/Government Departments in India. Purchase Orders for supply, installation and maintenance of LLB/ADC equipments (proposed OEM products in this bid) in the last three financial years immediately preceding the date of this RFP.	Please refer to the revised eligibility criteria
10	13	1) Minimum Eligibility Criteria (MEC) :	The Bidder should have executed Two orders of Rs. 10 Lakh each, in any of the last three financial years for any PSUs / Banks / Insurance / Financial Institutions (BFSI)/TSP/Government Departments in India. Purchase Orders for supply, installation and maintenance of LLB equipments (proposed OEM products in this bid) in the last three financial years immediately preceding the date of this RFP.	Since SLB can be used for and as ILL Kindly clarify if experience of having deployed SLB may also be considered for compliance with this clause	Please be guided by the RFP
11	13	Experience 4	The Bidder should have executed Two orders of Rs. 10 Lakh each, in any of the last three financial years for any PSUs / Banks / Insurance / Financial Institutions (BFSI)/TSP/Government Departments in India. Purchase Orders for supply, installation and maintenance of LLB equipments (proposed OEM products in this bid) in the last three financial years immediately preceding the date of this RFP.	The Bidder should have executed Two orders of Rs. 10 Lakh each, in any of the last three financial years for any PSUs / Banks / Insurance /Private/ Financial Institutions (BFSI)/TSP/Government Departments in India. Purchase Orders for supply, installation and maintenance of LLB equipments (similar products in this bid) in the last three financial years immediately preceding the date of this RFP.	Please refer to the revised eligibility criteria
12	13	Minimum Eligibility Criteria (MEC) :	The Bidder should have executed Two orders of Rs. 10 Lakh each,	We Have one order Worth 8 Lakh & other one of above 10 Lakh	Please refer to the revised eligibility criteria

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13	13	Section B Eligibility Criteria page No 13	The Bidder should have executed Two orders of Rs. 10 Lakh each, in any of the last three financial years for any PSUs / Banks / Insurance / Financial Institutions (BFSI)/TSP/Government Departments in India. Purchase Orders for supply, installation and maintenance of LLB equipments (proposed OEM products in this bid) in the last three financial years immediately preceding the date of this RFP.	We request LIC to change the clause to Bidder / OEM.	Please be guided by the RFP
14	13	1) Minimum Eligibility Criteria (MEC) :	The Bidder should have executed Two orders of Rs. 10 Lakh each, in any of the last three financial years for any PSUs / Banks / Insurance / Financial Institutions (BFSI)/TSP/Government Departments in India. Purchase Orders for supply, installation and maintenance of LLB equipments (proposed OEM products in this bid) in the last three financial years immediately preceding the date of this RFP.	We request you to please help modify the clauase as below the RFP is for 5years Hardware warrantly, we request to relax the clause with Bidder experience for Last five years of the bidder, as the clause also protect for the proposed solution. The Bidder should have executed Two orders of Rs. 10 Lakh each, in any of the last three financial years for any PSUs / Banks / Insurance / Financial Institutions (BFSI)/TSP/Government Departments in India. Purchase Orders for supply, installation and maintenance of LLB equipments (proposed OEM products in this bid) in the last Five financial years immediately preceding the date of this RFP.	Please refer to the revised eligibility criteria
15	14	Experience	The bidder has to provide details of Top 2 customers being serviced by them for LLB.	Request LIC is to allow below clause. The bidder/OEM has to provide details of Top 2 customers being serviced by them for LLB.	Please be guided by the RFP
16	15	Section C (1) (8)	In response to this Bid by the Bidder will be deemed as consent to all the terms and conditions mentioned in this RFP along with its Annexure(s), Clarifications, if any.	We request to relax this provision so as to suggest amendments to certain terms and conditions. Further, we understand that the agreement will be executed on mutually agreed terms and conditions.	Please be guided by the RFP
17	16	2) Partner	2) Partner No consortium or joint bid or sub-contracting is allowed.	Partner may leverage professional implementation service and support service in case of any major breakdown or P1 Support call. Please confirm if we share the same understanding.	Please be guided by the RFP
18	16	Section C (2)	No consortium or joint bid or sub-contracting is allowed.	We request to relax this clause and allow for subcontracting with prior consent of LIC.	Please be guided by the RFP
19	16	Section C (5)	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.	We request to relax this provision so as to suggest amendments to certain terms and conditions. Further, we understand that the agreement will be executed on mutually agreed terms and conditions.	Please be guided by the RFP

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20	18	12) Earnest Money Deposit:	12) Earnest Money Deposit: The bidder should submit to LIC a total of Rs.1,00,000/- (Rupees One Lakh Only) as EMD along with the Bid document in form of a unconditional and irrevocable Bank Guarantee (as per Annexure-VII) valid for one year from the date of opening of eligibility bid. Non-submission of unconditional and irrevocable EMD along with Eligibility-Bid document may disqualify the Bidder.	Request to Waive off the EMD against which we shall provide Bid Security Declaration that we may be liable to be suspended from participation in any future tenders of the Bank if 1. The bid submitted by us is withdrawn/modified during the period of bid validity. 2. If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of Contract. 3. In case of we becoming successful bidder and if: a) we fail to execute Contract within the stipulated time. b) we fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.	Please be guided by the RFP
21	20	13) Instructions for Bid Submission	n) The hardcopies of the bid (all documents and Annexure submitted as a part of bid or called for by the LIC) must be spirally bound, serially numbered, duly signed and stamped on each page of the bid document. Bid shall be signed by the duly Authorized signatory of the bidder. The person signing the bid shall sign all pages of the bid, except for an un-amended printed product literature/technical data-sheet available in the public domain.	Request LIC to consider online submission for this RFP response. Considering the Current COVID Scenario , request LIC to accept the digitally signed documents from the authorized signatory in place of stamped and signed documents submission as part of this RFP response. Document will be signed with Digital Signature Issued by Certifying authority(eg. E-mudhra, Safescrypt, n code, etc).	Please be guided by the RFP
22	21	kk) Prices	a. 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. Prices once fixed will be valid throughout the entire contract period.	Request LIC to limit the Price validity period for repeat order as maximum 180 days from the price discovery date.	Clause modified as "a. 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. Prices once fixed will be valid for one year from the date of Online Reverse Auction" . LIC may place repeat orders for additional hardware/components as and when required by LIC at these rates . Prices for repeat orders will be revised by LIC provided that variation in US-Dollar exchange rate is beyond the range of $\pm 5\%$ from the date of Online Reverse Auction. Revised prices will be increased/decreased by LIC taking into account 80% of the final L1 quote as the base amount. The increase/decrease % will be applied on this base amount .
23	25	26) Technical Bid Evaluation process:	c) Bidder should quote only those appliances which can seamlessly integrate with other standard security appliances procured through this RFP or future RFPs. Failure to do so may lead to bid being rejected and forfeiture of EMD/PBG.	Request LIC to Specify the compatability requirements or remove this clause as this is very broad and infinite.	Please be guided by the RFP

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24	26	NPV Rule	While evaluating the tenders covering a longer period (i.e. more than one year), the quoted prices pertaining to maintenance in future years are to be discounted to the net present value (NPV) as appropriate for comparing the tenders on equitable basis. The Net Present Value of the proposal is equal to the sum of the present values of all the cash flows associated with it. NPV is to be calculated on the annual cash outflows. Discounting rate to be used: 10% Standard software for example "Excel" can be used for the NPV computation. An indicative template is also provided purely for facilitating the bidder. Bidders must ensure the accuracy of the computation at their end for the calculations. The template provided is a facilitator only for the computation and the bidder is responsible for the computation as per the guidelines. $r = 10\%$ i.e. 0.10	Commercial format shared doesn't have NPV calculations. Requesting customer to clarify if NPV will be applicable or will it be a flat aggregate calculation.	NPV Rule Clause deleted
25	29	Section C (33)	Contracting	We understand that the governing contract will be signed on mutually agreeable terms. Further, inability to execute a mutually agreed governing contract will not attract any liability whatsoever. We submit that any change to the scope of work set out in the RFP and agreed between the parties will go through a change request process and the parties will mutually agree on the same.	Please be guided by the RFP
26	32	3) Delivery & Installation schedule and Penalty (in case of a delay):	Delivery, installation and integration (with the current setup) of the ordered equipments should be completed within 56 days from the date of issue of Purchase order.	Delivery, installation and integration (with the current setup) of the ordered equipments should be completed within 75 days from the date of issue of Purchase order.	Please refer to the revised delivery and installation schedule .
27	32	3) Delivery & Installation schedule and Penalty (in case of a delay):	(a) Delivery, installation and integration (with the current setup) of the ordered equipments should be completed within 56 days from the date of issue of Purchase order.	Hardware Appliance delivery takes place in 6 weeks & Implementation would require four weeks. Hence, we request LIC to consider below schedule. "(a) Delivery, installation and integration (with the current setup) of the ordered equipment should be completed within 70 days from the date of issue of Purchase order."	Please refer to the revised delivery and installation schedule .

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28	32	3) Delivery & Installation schedule and Penalty (in case of a delay):	3) Delivery & Installation schedule and Penalty (in case of a delay):	Is is Exclude delivery time from allocated 56 Days ?	Please refer to the revised delivery and installation schedule .
29	32	Section - D - Delivery & Installation	Delivery, installation and integration (with the current setup) of the ordered equipments should be completed within 56 days from the date of issue of Purchase order.	Please Consider Delivery time line of 12 Weeks	Please refer to the revised delivery and installation schedule .
30	32	3) Delivery & Installation schedule and Penalty (in case of a delay):	(a) Delivery, installation and integration (with the current setup) of the ordered equipments should be completed within 56 days from the date of issue of Purchase order.	Request LIC to consider following: (a) Delivery, installation and integration (with the current setup) of the ordered equipments should be completed within 84 days from the date of issue of Purchase order.	Please refer to the revised delivery and installation schedule .
31	32	3) Delivery & Installation schedule and Penalty (in case of a delay):	(d) Delay in delivery, installation and integration beyond 56 days will attract a penalty 0.2 % of the cost of all the items ordered for that location, per day from the 57th day till the date of installation/integration subject to a maximum of 10% of the total cost of items for that location under the PO.	Request to modify the clause as : (d) Delay in delivery, installation and integration beyond 90 days will attract a penalty 0.2 % of the cost of all the items ordered for that location, per week from the 90th day till the date of Installation/integration subject to a maximum of 10% of the total cost of items for that location under the PO.	Please refer to the revised SLAs
32	32	3) Delivery & Installation schedule and Penalty (in case of a delay):	(a) Delivery, installation and integration (with the current setup) of the ordered equipments should be completed within 56 days from the date of issue of Purchase order	We are still under pandemic situation and moment of goods and resources are limited and hence request to modify the clause as: (a) Delivery, installation and integration (with the current setup) of the ordered equipments should be completed within 90 days from the date of issue of Purchase order	Please refer to the revised delivery and installation schedule .
33	32	Delivery & Installation schedule and Penalty (in case of a delay)	Delay in delivery, installation and integration beyond 56 days will attract a penalty 0.2 % of the cost of all the items ordered for that location, per day from the 57th day till the date of installation/integration subject to a maximum of 10% of the total cost of items for that location under the PO.	we request LIC to amend the clause as below Delay in delivery, installation and integration beyond 56 days will attract a penalty 0.1 % of the cost of all the items ordered for that location, per day from the 78th day till the date of installation/integration subject to a maximum of 5% of the total cost of items for that location under the PO.	Please refer to the revised SLAs
34	32	Delivery & Installation schedule and Penalty (in case of a delay)	Delivery, installation and integration (with the current setup) of the ordered equipments should be completed within 56 days from the date of issue of Purchase order.	We request LIC to please provide the 8 weeks for the hardware delivery and 3 weeks for the installation	Please refer to the revised delivery and installation schedule .

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35	32	Section D (3) (f)	In case of cancellation of orders due to delay in deliveries/installations or deficiency in services etc., besides the penalty being charged, the vendor may also be blacklisted by Life Insurance Corporation of India & may not be allowed to participate in any tenders 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 of losses suffered by LIC in terms of business loss and for making alternate arrangements.	We request that any damages payable as a result of termination shall be court determined and limited to direct damages only. The same shall not be at the discretion of LIC.	Please be guided by the RFP
36	32	Section D (3) (d)	Delay in delivery, installation and integration beyond 56 days will attract a penalty 0.2 % of the cost of all the items ordered for that location, per day from the 57th day till the date of installation/integration subject to a maximum of 10% of the total cost of items for that location under the PO.	We request that the penalty in the event of delay be capped at a maximum of 5% of the delayed deliverables only.	Please be guided by the RFP
37	33		) End-of-Support / Life case (EoL) items:	Clause valid for EOL of 5 Yrs ?	"End-of-Support / Life case (EoL) items" Clause deleted
38	33	Site not ready (SNR) cases:	In case of SNR, payments to the vendor will not be withheld for want of installation certificate. However, the vendor has to submit an undertaking that as and when the site is ready, the said equipments will be installed by the vendor within 14 days of being intimated that the site is ready. If installation is not done within the stipulated time-frame of 14 days, penalty of 0.3% of the total cost of the item(s) per day will be applicable from the 15th day onwards, subject to a maximum of 10% of the cost of that item(s)	Recommendation: Penalty to be capped at 5% of Delayed Deliverable value	Please be guided by the RFP
39	33	6) End-of-Support / Life case (EoL) items:	LIC may place repeat orders for additional hardware/components as and when required by LIC as per the rates available in the "Contract/Rate-contract" and approved by LIC.	Request LIC to define the timeline to place the repeat orders for additional hardware/components We request to consider maximum 1 year timeline to place the repeat orders from the date of placing the first purchase order.	Please be guided by the clarification issued in this regard in the corrigendum.

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40	33	6) End-of-Support / Life case (EoL) items:	LIC may place repeat orders for additional hardware/components as and when required by LIC as per the rates available in the "Contract/Rate-contract" and approved by LIC. With respect to such orders, if any equipment/component, quoted by vendor in the technical/commercial bid, is declared as End-of-Sale (EoS)/Life (EoL) by the OEMs, vendor has to supply a suitable substitute of the equivalent/component with similar or higher specifications supporting all the required interfaces and feature sets at the same cost to LIC in place of the original product given in the bid document submitted by the vendor. The replacement model specifications have to be validated by OEM as the same or higher in writing. Such replacement equipments should support all the cards/modules etc. and should not have any adverse effect on functioning/functionalities/features on the LIC's Network.	Request LIC to limit the Price validity period for repeat order as maximum 180 days from the price discovery date. Also request LIC to consider the End-of-Sale (EoS) period as maximum 1 year from the bid Submission date only.	"End-of-Support / Life case (EoL) items" Clause deleted . However, Please be guided by the clarification issued in this regard in the corrigendum.
41	33	Section D (4) (e)	In case of SNR, payments to the vendor will not be withheld for want of installation certificate. However, the vendor has to submit an undertaking that as and when the site is ready, the said equipments will be installed by the vendor within 14 days of being intimated that the site is ready. If installation is not done within the stipulated time-frame of 14 days, penalty of 0.3% of the total cost of the item(s) per day will be applicable from the 15th day onwards, subject to a maximum of 10% of the cost of that item(s)	We request that the penalty in the event of delay be capped at a maximum of 5% of the delayed deliverables only.	Please be guided by the RFP
42	35	Signing of the contract	This initial contract will be called as the Master Service Agreement (MSA) which will act as the comprehensive contract document between LIC and vendor	please confirm whether there is any template of the MSA	Please be guided by the RFP
43	36	Section D (8)	Consequences of Termination of the Selected Bidder	We submit that in the event of termination, LIC will pay for all goods and services delivered till the effective date of termination.	Please be guided by the RFP

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44	37	Limitation of Liability	Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract, tort or otherwise, for any indirect or consequential loss 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 supplier/vendor to pay liquidated damages to the Corporation and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.	The aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. Both parties shall not be liable, 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: 1.any obligation of supplier/vendor to pay liquidated damages to the Corporation 2. cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights	Please be guided by the RFP
45	37	Limitation of Liability	As per RFP	there are 3 clauses capping bidder liability please clarify. Page 37 , Page 45 (29.4 Liability of the successful bidder) & Page 46	Please be guided by the RFP
46	40	Indemnity	LIC will, at the cost of the Vendor, give the Vendor all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;	LIC will, give the Vendor all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;	Please be guided by the RFP
47	40	Section D (16)	Subject to Clause 2 below, 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 willful default in performance or non-performance under the contract.	We submit that we will defend and settle any third party claims arising from claims for loss or damage to third party tangible property or b. claim by any person in respect of bodily injury or death; brought against or recovered from LIC by reasons of any act or omission attributable to us or our agents or employees in the performance of the contractual obligation.	Please be guided by the RFP
48	41	Indemnity	if a Party makes a claim under the indemnity set out under this Clause above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).	we propose to delete this.	Please be guided by the RFP

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49	42	23) Subcontracting The Vendor will not be allowed to subcontract any portions of the scope of this RFP to any other party.	23) Subcontracting The Vendor will not be allowed to subcontract any portions of the scope of this RFP to any other party.	Bidder may leverage OEM professional partnership for implementation. Hence, request LIC to allow subcontracting for implementation if required.	Please be guided by the RFP
50	42	Section D (23)	Subcontracting	We request to relax this clause and allow for subcontracting with prior consent of LIC.	Please be guided by the RFP
51	44	29.2 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, a world-wide, royalty free, perpetual, non-exclusive license to use, reproduce, adapt, modify and communicate that Auxiliary Material.	a. All Intellectual Property Rights in the Contract Material shall vest in LIC in case of any customization; 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, a world-wide, royalty free, perpetual, non-exclusive license to use, reproduce, adapt, modify and communicate that Auxiliary Material	Please be guided by the RFP
52	44	Section D (29)	Intellectual Property Rights	We submit that no transfer of ownership of any intellectual property will occur. If deliverables are created by us specifically for LIC and identified as such, we hereby grant LIC a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally. We shall retain ownership of: a. all pre-existing Intellectual Property Rights ("IPR") and; b. all IPR in materials and reports etc. developed during the course of the agreement and remain therefore able to re-use any copyrightable or patentable elements of the materials and report in future engagements.	Please be guided by the RFP
53	49	Section D (37.2)	LIC may, at any time, by a prior written notice of 30 days, terminate the contract or reduce the scope of the Services.	We request that a cure period of at least 90 days be provided prior to termination under this clause. Further, in the event of reduction in the scope of work, we request that the same will follow the change request process.	Please be guided by the EFP

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54	49	Section D (37.1)	If Vendor fails to comply with the clause 4.8 for Performance Assessment and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate the Contract by giving the Vendor written notice of 15 days.	We request that the termination for breach will be for material breach only and with a cure period of at least 30 days.	Please be guided by the EFP
55	50	37.2 Termination and reduction for convenience	LIC may, at any time, by a prior written notice of 30 days, terminate the contract Page 50 of 79 or reduce the scope of the Services.	Requesting customer to remove this clause as bidders will be making upfront investment in the deal and hence mid term termination will lead to loss for bidders	Please be guided by the RFP
56	50	Section D (37.3)	Termination by LIC for default	We request that the termination for breach will be for material breach only and with a cure period of at least 30 days.	Please be guided by the RFP
57	52	Section D (39.1)	The quantity of material may vary up to 50% of the quantity mentioned in this document.	We submit that this is a discrepancy from a previous clause under the RFP. Request clarification on this.	Please be guided by the RFP
58	54		Section-E: SCOPE OF WORK	is it Exclude: Quality of Service (VoIP, video, critical applications) Traffic (bandwidth) shaping	Please be guided by the RFP
59	54	E.2 Desired Objectives:	The systems would be provided for high availability, redundancy, continuous monitoring with reporting and with no single point of failure with higher MTBF and lower MTTR	Please let us know LIC expectation on continuous monitoring.	Please be guided by the RFP
60	54	General Instructions	The work shall also include pre-dispatch inspection, transportation to site and insurance till the acceptance of the System and all incidental services.	we request LIC to please confirm where they want to do the pre-dispatch inspection and also we request LIC to please provide the separate time for this	Please be guided by the RFP
61	55	E.3.10	The proposed products as part of the solution should have been recognized by the „Leaders Quadrant“ in the latest Gartner report.	Gartner has stopped publishing magic quadrant for ADC (App & Link load balancing) products since 2017 and come out with a market guide for ADC products. Hence leaders criteria are not applicable for ADC technology. Last Magic Quadrant report for App Load & Link Load balancers was published in the year 2016, leaders of 2016 may not have same level of market presence today as there are many OEM's who have increased their market share by introducing advanced features and functionalities as a part of the solution. Hence we request you to change this point to "The OEM should be from the Top 4 vendors in terms of revenue and market share as per the latest India IDC report for ADC category and present in Gartner's Market Guide for Application Delivery Controllers"	Please be guided by the RFP

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62	55	E.3 General Instr	E.3.10 Supplier will also ensure to provide the following services: Supply of appliance based Link Load Balancer with bandwidth management tool in High Availability mode.	Request LIC to confirm whether bidder need to provide the hardware for installing the monitoring/management tool or LIC will provide Virtual Machine to install the propose solution Management tool comes as software which can be run on virtual machine, we request LIC to provide the required Virtual Machine to install the software	Please be guided by the RFP
63	57	E.4	The onsite Service-Delivery Manager will be required to be posted for the entire implementation period and has to sit on site at LIC-CO-IT, Mumbai office. The responsibilities of the On-site Service-Delivery Manager as a part of support are as follows (indicative but not exhaustive): a) Act as a Single Point of Contact (SPOC) for the entire project b) Responsibility for the entire execution & management of the project after receipt of purchase order. c) Co-ordination for Delivery/Installation of New hardware in stipulated time frame d) Call flow management, Quality Service Delivery e) Overall monitoring and management f) SLA management and reporting g) Submission of periodical Reviews and reports required by LIC. h) Crisis management and Emergency response procedures. i) Preparation and submission of detailed Project documentation to LIC (Purchase Order wise) and progress of initiatives taken by LIC. j) He should be placed at LIC premises in Mumbai during LIC's office hours. However, the hours may be extended whenever required.	As per this onsite SDM is required for Implementation period. However responsibilities mentioned like SLA management and reporting, Submission of periodical Reviews and reports,etc will not be part of implementation period and will be part of operation part. REquest LIC to confirm if Onsite SDM is required post implementation.	After the implmentation period is over the SLAs to be monitored post implementation, shall not be a part of of Service-Delivery Manager's responsibility
64	57	E.4 Service Delivery and Project management:	The selected vendor will have to post a full-time onsite Service-Delivery Manager (SDM) immediately after the signing of the Contract. The detail of SDM should be conveyed in writing to LIC within 2 weeks of receipt of purchase order. The onsite Service-Delivery Manager will be required to be posted for the entire implementation period and has to sit on site at LIC-CO-IT, Mumbai office. The SDM should have the following minimum profile:	SDM posted for implementetion period	Please be guided by the RFP

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65	58	E.6 Maintenance during Warranty Period:	Even after expiry of warranty period, vendor has to provide the support.	Request LIC to add the duration for which it will be required and put the cost for the same in Commercial bid. Request LIC to confirm if the support after expiry of warranty period need to be back-to-back from OEM or bidder's support will suffice. If LIC back-to-back support from OEM then LIC should take the cost for the same in commercial bid.	One Year
66	58	E.6 Maintenance during Warranty Period:	Even after expiry of warranty period, vendor has to provide the support.	We assume vendor need to provide the support for propose equipment till the contract period of 5 years only. Request LIC to confirm whether our understanding is correct or not.	Please be guided by the RFP and the clarification issued in the corrigendum in this regard.
67	59	Section-F: Payment Terms	90% of the payment will be made on Delivery and Installation of the equipments/components (including SNR) and submission of Invoice cum delivery Challan and Octroi receipt	80% of the payment will be made on Delivery and 10% Installation of the equipments/components and submission of Invoice cum delivery Challan and Octroi receipt	Please be guided by the RFP
68	59	Payment Terms	For 90% Payment against delivery and installation & For balance 2% Payment each year	For 90% Payment against delivery and balance 10 % after installation	Please be guided by the RFP
69	59	Section F- Payment Terms	The payments will be made by the Central Office for the orders placed in the state of Maharashtra and the remaining payments shall be made by nodal Divisional Offices of LIC for respective states for where the services are being provided (c) After complete delivery/installation (including SNR cases) under a particular PO, payment will be made by CO/ZO/ Nodal Divisional Offices for such purchase order as a whole and not in piecemeal. (d) Efforts will be made to settle all payments within 30 days, for orders for which complete set of invoices along with supporting requirements are submitted. i. 90% of the payment will be made on Delivery and Installation of the equipments/components (including SNR) and submission of Invoice cum delivery Challan and Octroi receipt (if any) etc. Delivery Report (DR) and Installation Report ii. Balance 10% payment will be made in five installments, each of 2% at the end of every year from the date of issue of purchase order.	kindly Consider the Payment terms as 70% agaisnt Delivery, 20% against Instalaltion and 10% agaisnt PBG" We also Request you to Remove retension clause as providing the Perfformance Bank Garauntee to assure the services for the Contract Period	Please be guided by the RFP

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70	59	Payment Terms	Efforts will be made to settle all payments within 30 days, for orders for which complete set of invoices along with supporting requirements are submitted. i. 90% of the payment will be made on Delivery and Installation of the equipments/components (including SNR) and submission of Invoice cum delivery Challan and Octroi receipt (if any) etc. Delivery Report (DR) and Installation Report ii. Balance 10% payment will be made in five installments, each of 2% at the end of every year from the date of issue of purchase order.	Recommendation: i) 80% of the payment will be made on Delivery ii) 10% of payment on installation iii) Balance 10% payment will be made upon submission of PBG of equivalent amount for 5 years	Please be guided by the RFP
71	59	Payment Terms	Efforts will be made to settle all payments within 30 days, for orders for which complete set of invoices along with supporting requirements are submitted. i. 90% of the payment will be made on Delivery and Installation of the equipments/components (including SNR) and submission of Invoice cum delivery Challan and Octroi receipt (if any) etc. Delivery Report (DR) and Installation Report ii. Balance 10% payment will be made in five installments, each of 2% at the end of every year from the date of issue of purchase order.	Recommendation: All invoices should be paid 30 days from date of invoice	Please be guided by the RFP
72	59	Section-F: Payment Terms	90% of the payment will be made on Delivery and Installation of the equipments/components (including SNR) and submission of Invoice cum delivery Challan and Octroi receipt (if any) etc. Delivery Report (DR) and Installation Report	Request LIC to consider following: a)60% against delivery b)32% against installation	Please be guided by the RFP
73	59	Section-F: Payment Terms	90% of the payment will be made on Delivery and Installation of the equipments/components (including SNR) and submission of Invoice cum delivery Challan and Octroi receipt (if any) etc. Delivery Report (DR) and Installation Report	Request LIC to consider following: a)80% against delivery b)20% against installation	Please be guided by the RFP
74	59	Section-F: Payment Terms	Balance 10% payment will be made in five installments, each of 2% at the end of every year from the date of issue of purchase order.	Request LIC to consider following: Balance 8% to be made in four installments each 2% at the start of 2nd year,3rd year,4th year & 5th year from the date of issue of purchase order.	Please be guided by the RFP
75	59	Payment terms for Purchase orders:	90% of the payment will be made on Delivery and Installation of the equipments/components (including SNR) and submission of Invoice cum delivery Challan and Octroi receipt (if any) etc. Delivery Report (DR) and Installation Report	Request to modify the clause as: 90% of the payment will be made on Delivery and 10 % on Installation of the equipments/components (including SNR) and submission of Invoice cum delivery Challan and Octroi receipt (if any) etc. Delivery Report (DR) and Installation Report	Please be guided by the RFP

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76	59	Payment terms for Purchase orders:	ii. Balance 10% payment will be made in five installments, each of 2% at the end of every year from the date of issue of purchase order.	Since bidder is tendering PBG of 3% for the entire contract period there would be no need to withheld remaining 10 % of the payment to be paid in installment. This would attract unnecessary loading of interest. Hence request to remove the clause completely.	Please be guided by the RFP
77	59	Payment Terms	Efforts will be made to settle all payments within 30 days, for orders for which complete set of invoices along with supporting requirements are submitted. i. 90% of the payment will be made on Delivery and Installation of the equipments/components (including SNR) and submission of Invoice cum delivery Challan and Octroi receipt (if any) etc. Delivery Report (DR) and Installation Report ii. Balance 10% payment will be made in five installments, each of 2% at the end of every year from the date of issue of purchase order.	We request LIC to please provide the 70 % on delivery and 20 % on installation and balance 10% on BG submission	Please be guided by the RFP
78	60	TIME SCHEDULE FOR DELIVERY AND INSTALLATION	Delivery and Installation of Link Load Balancer equipments and licenses: 8 Week	Delivery and Installation of Link Load Balancer equipments and licenses: 10 Week	Please refer to the revised delivery and installation schedule .
79	61	Service Level Agreement (SLA)	In case of a breakdown of appliances, hardware, hardware components accessories, systems software, and/or any products, the relevant defect should be attended immediately and rectified/replaced within 8 working hours of the receipt/notice of the complaint.	Recommendation: Penalty to be capped at 5% of affected Deliverable value	Please be guided by the RFP
80	61	Service Level Agreement (SLA)	In case of a malfunctioning of appliances, hardware, hardware components accessories, systems software, or any products, the relevant defect should be attended immediately and rectified within 8 hours of the receipt/notice of the complaint	Recommendation: Penalty to be capped at 5% of affected Deliverable value	Please be guided by the RFP
81	61	Service Level Agreement (SLA)	Failure to provide standby equipments in case of exclusions mentioned in the RFP within 8 working hours of receipt/notice of complaint.	Recommendation: Penalty to be capped at 5% of affected Deliverable value	Please be guided by the RFP
82	61	Section-G: Service Level Agreement (SLA)	All penalties deducted for violation of SLAs shall be invoked from the PBG/any amount payable to the vendor. It may also be required by vendor to deposit the penalty amount to LIC.	Request LIC to Limit the Maximum SLA penalty as 5% of the TCO for the contract period.	Please be guided by the RFP

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83	61	Section-G: Service Level Agreement (SLA)	3. In case of a malfunctioning of appliances, hardware, hardware components accessories, systems software, or any products, the relevant defect should be attended immediately and rectified within 8 hours of the receipt/notice of the complaint.	Since the bidder will be abide by uptime SLA 99.8%, Hence request to allow Hardware Appliance RMA for NBD .	Please refer to the revised delivery and installation schedule .
84	61	Service Level Agreement (SLA)	In case of a malfunctioning of appliances, hardware, hardware components accessories, systems software, or any products, the relevant defect should be attended immediately and rectified within 8 hours of the receipt/notice of the complaint. 0.2% of the cost of all items ordered for that location per each hour of delay or part thereof subject to a maximum of 10% of the total cost of items for that location under the PO.	We request LIC to amend the clause as below 0.05 % of the cost of all items ordered for that location per four hour of delay beyond 8 working hours or part thereof subject to a maximum of 5% of the total cost of items for that location under the PO.	Please be guided by the RFP
85	61	Service Level Agreement (SLA)	In case of a breakdown of appliances, hardware, hardware components accessories, systems software, and/or any products, the relevant defect should be attended immediately and rectified/replaced within 8 working hours of the receipt/notice of the complaint. 0.5% of the cost of all items ordered for that location per each hour of delay beyond 8 working hours or part thereof subject to a maximum of 10% of the total cost of items for that location under the PO.	We request LIC to amend the clause as below 0.1% of the cost of all items ordered for that location per four hour of delay beyond 8 working hours or part thereof subject to a maximum of 10% of the total cost of items for that location under the PO.	Please be guided by the RFP
86	61	Section G	Service Level Agreement (SLA)	We request that all service level penalties be cumulatively capped at 10% of the monthly charges payable by LIC to us.	Please be guided by the RFP
87	66	Other Information/ Compliance , SI No 3	The Bidder should have executed Three orders of Rs. 10 Lakh each, in any of the last three financial years for any PSUs / Banks / Insurance / Financial Institutions (BFSI)/TSP/Government Departments in India. Purchase Orders for supply, installation and maintenance of LLB equipments (proposed OEM products in this bid) in the last three financial years immediately preceding the date of this RFP.	The Bidder should have executed <u>One order of Rs. 30 lakh Or Two Orders of Rs. 15 each Or</u> Three orders of Rs. 10 Lakh each, in any of the last three financial years for any PSUs / Banks / Insurance / Financial Institutions (BFSI)/TSP/Government Departments/ <u>Enterprise Customers</u> in India. Purchase Orders for supply, installation and maintenance of LLB equipments (proposed OEM products in this bid) in the last three financial years immediately preceding the date of this RFP.	Please refer to the revised Annexure-II
88	70	Annexure-V: Vendor Experience on projects	Information of the implementation of the proposed OEM-LLB in India during past three financial years immediately preceding the date of this RFP):	Request you to consider Information of the implementation of the proposed OEM-LLB in India during past five financial years immediately preceding the date of this RFP):	Please refer to the revised Annexure-V

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89	74	Annexure VI	The Respondent herein agree and undertake to indemnify and hold LIC harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys' fees), that may arise or be caused or result from or be paid/incurred/suffered or caused to be paid/incurred/suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honour, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement.	We request deletion of this clause.	Please be guided by the RFP
90	77	Annexure-XI: Format for Non-Disclosure Agreement with Service-Partners (if any) of vendor Format for Non-Disclosure Agreement with Service-Partners (if any) of vendor	Annexure-XI: Format for Non-Disclosure Agreement with Service-Partners (if any) of vendor Format for Non-Disclosure Agreement with Service-Partners (if any) of vendor	Please clarify the term of maintaining the Confidentiality	Please be guided by the RFP
91	77	Annexure-XI: Format for Non-Disclosure Agreement with Service-Partners (if any) of vendor Format for Non-Disclosure Agreement with Service-Partners (if any) of vendor	Annexure-XI: Format for Non-Disclosure Agreement with Service-Partners (if any) of vendor Format for Non-Disclosure Agreement with Service-Partners (if any) of vendor	Please clarify the term of maintaining the Confidentiality	Please be guided by the RFP
92	Technical				Please refer revised Annexure-VIII (Technical specifications)

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93	Commercial	LLB Commercials	Licenses for every additional 1 Gbps Throughput(Price Discovery)	We request LIC to remove this clause since Link Load balancer devices proposed are with fixed throughput capacity and not all OEM can offer additional Gbps based Throughput licenses. Already the device asked is a very higher end device with 40Gbps Throughput to suffice the requirement of LIC for next 5 years	Please refer revised Annexure-IX (Indicative Commercial Bid)
94	Commercial	LLB Commercials	Less : Buy Back: Radware LinkProof LP 1008 Model	We request LIC to remove this clause as competing OEM/Vendors to Radware will not be able to leverage the Buy back of these LinkProof devices	Please refer revised Annexure-IX (Indicative Commercial Bid)