

CORRIGENDUM – I

Following clarification is being issued under the above referred RFP. The bidders to note that this clarification shall form an integral part of the above referred RFP and resulting contracts, if any.

Sr. No	Clause ref.	Clause (in brief) of RFP requiring clarification (s)	Points of Clarification / Referred by Bidders	LIC Clarification/ modification in clause
1	Page 16 Point 8 of Clause-3.8	Activity Schedule Bid Submission Date & Time	On 06/11/2019 latest by 3.00 p.m.	Bid submission date has been extended and Bid submission date is: 14/11/2019 latest by 3.00 p.m
2	Page 108 point 1 of Annexure C	Eligibility Criteria	The proposed Site should meet minimum Tier III specifications by Uptime Institute or TIA 942 compliance.	<ul style="list-style-type: none"> ➤ The proposed Data Centre should meet minimum Tier 3 Data Centre specifications by Uptime Institute or TIA 942 Compliance. OR In case of Provisional Certification: - ➤ A) In case the bidder has built a new data centre as an expansion to the existing TIER III and above data centre, the proposed data centre should be operational and should have provisional certification/undertaking from TIA942 or Uptime Institute/Certifying Agency. ➤ B) If the proposed data centre is

				<p>operational and the bidder has applied for Tier III and above certification/undertaking from TIA942 or Uptime Institute/Certifying Agency then the bidder must have at least one TIER III and above compliant data centre operating in any of the cities in India for a period of minimum 3 years.</p> <p>➤ In both the above scenarios (A) & (B), if the bidder has obtained provisional certificate/undertaking, the bidder may be allowed to participate in the RFP process subject to getting the Tier 3 and above certification from Uptime Institute or TIA 942 before participating in the ORA process.</p> <p>In case the bidder fails to submit the TIA942 / Uptime Certification for Tier III compliance within one week of providing notice for submission by LIC before the ORA process, the bidder will be disqualified and will not be allowed to participate in the ORA process.</p>
3	Page 151 point 9	Compliance Sheet for Qualification bid	Please change this to - Authorised Partner to such qualified Datacenter can also Participate, They need to have MAF from the Said CSP.	Please be guided by the RFP document.
5	Page 37 point v of clause 5.1	Data Centre Location and specification	At least mention approximate racks, according to that ITI will decide which type of cage will provide, if LIC will take 1 Rack price will be different from taking more rack Space. In case of Add on /repeat order recommended to consider revise rate if repeat order issued after 6 month from date of issuance of 1st Order.	Please refer point v of clause 5.1 of the RFP.

6	Page 35 Clause 3.31	Bid Evaluation	Recommended to contract to one single bidder based on L1 or QCBS of evaluation criteria	Please be guided by the RFP document.
7	Page 88 clause 9.34	Payment Terms.	Recommended modification in the clause as under : Annual Service (Rent) Charges: The Annual Charges shall be payable monthly at end of each month after deduction of penalties, if any	Please be guided by the RFP document dated 11/10/2019.
8	Page 92 clause 9.37	Resolution time	Recommended to keep 30 Minutes of Critical Network WAN links, cross connects, LAN between caged and seating area, inter-rack connectivity	Please be guided by the RFP document dated 11/10/2019.
9	Page 142 Annexure A	SLA :Penalty Calculation	Recommended keep cap of maximum penalty up to 5% of monthly/quarterly payment	Please be guided by the RFP document.
10	Page 114 point 31	Annexure D Technical Bid	Over head tanks outside DC premises	Please be guided by the RFP document.
11	Page 119 point 80	Annexure D Technical Bid	If the Telecom junction box, multiplexers of service provider from whom Corporation would be procuring the links is not available then the DC service provider should make necessary arrangements and allow the commissioning of the same. "Price will be extra"	Please be guided by the RFP document.
12	Page 119 point 86	Annexure D Technical Bid	Grade of cables like cat 6e or 5e and fibre what they required is single mode to multimode	Please be guided by the RFP document.
13	Page 48 Clause 6.2.3	Technical Evaluation -A. Bidders Past Experience.	Do all the 3 projects need to add up to making 50 Racks cumulatively or each of them should be having 50 Racks? Pls clarify.	Please refer clause 6.2.3, A.1 of the RFP document.
14	Page 88 clause 9.34	Payment Terms.	Kindly clarify that Payments will be made quarterly in advance and not quarterly in arrears.	Please be guided by the RFP document.
15	Page 110 point 1.a	Annexure D Technical Bid	This is compliance to NFPA standards; no 3rd party certification may be available except for self certification from company authorities. Kindly clarify	Please be guided by the RFP document.
16	Page 110 point 1.c	Annexure D Technical Bid	Not many Tier IV DC are established in India. Hence request to dilute this clause.	Please be guided by the RFP document.

17	Page 110 point 1.i	Annexure D Technical Bid	Not many Tier IV DC are established in India. Hence request to dilute this clause by considering structural Stability and load bearing certificate of the required capacity.	Please be guided by the RFP document.
18	Page 110 point 1.j	Annexure D Technical Bid	A self certification from Company secretary comply with the clause?	Please be guided by the RFP document.
19	Page 110 point 1.k	Annexure D Technical Bid	A self certification from Company secretary comply with the clause?	Please be guided by the RFP document.
20	Page 111 point 4	Annexure D Technical Bid	Data centres functioning for longer times are time tested and should be awarded with maximum scores. Kindly dilute that clause.	Please be guided by the RFP document.
21	Page 111 point 6	Annexure D Technical Bid	Data centres complying with required load bearing capacity need be granted maximum score. Load bearing up and above the maximum required threshold need not be granted additional scores. Kindly dilute the clause.	Please be guided by the RFP document.
22	Page 118 point 71	Annexure D Technical Bid	Please elaborate about activities. If CCTV recording is concerned then it will 90 days of video archival will be available. Please specify if any other activity LIC is looking upon to understand better.	Please be guided by the RFP document.
23	Page 117 point 67	Annexure D Technical Bid	Please confirm if LIC is looking for proximity card or biometric card reader for each LIC's rack. However Cage will be having biometric access system. Access system can be provided at Rack level as well but on chargeable basis.	Please be guided by the RFP document.
24	Page 131 Section A	Annexure H Commercial Bid	As per the commercial bid format, there is no scope to add cost increment as Year on Year basis for 5 Years. Request you to revise the commercial format with separate entry for each year up to 5 Years. This is required wherever Annual recurring charges are applicable	Please be guided by the RFP document.

25	Page 110 Point 1.c to point 1.h	Annexure D Technical Bid	For new Data centre facility, provisional certificates will be available for TIA 942 Rated 3 and ISO certificates will be available in near future. Provisional certificates are usually issued for Design phase and after getting implemented Final Certificates are issued after getting audited by the certification agency. Please confirm if provisional certificates will serve the purpose or it is mandatory to have all the certificates asked.	Provisional Certificate is Valid in technical bid submission. Original certificates to be submitted before the date of ORA. Please refer point 2 above.
26	Page 109 Point 7	Annexure C Eligibility criteria	For Government organization/ PSU- Self declaration letter may be accepted	Please be guided by the RFP document.
27	Page 21 clause 3.13	Earnest Money Deposit.	May be waived off for BSNL being 100% Central Government undertaking.	Please be guided by the RFP document.
28	Page 115 point 46	Annexure D Technical Bid	Option to measure the same from distribution PDU.	Please be guided by the RFP document.
29	Page 116 point 49	Annexure D Technical Bid	Option for single substation connected by multiple grids and DC connected on two paths	Please be guided by the RFP document.
30	Page 116 point 54	Annexure D Technical Bid	Option to use DX Based cooling.	Please be guided by the RFP document.
31	Page 110 point 1.b	Annexure D Technical Bid	Please Accept Building Stability certificate	Please be guided by the RFP document.
32	Page 110 point 1.d	Annexure D Technical Bid	Please remove PCI DSS	Please be guided by the RFP document.
33	Page 110 point 2	Annexure D Technical Bid	The Structural strength audit is not required unless a major change in structure is done. Please accept the building stability certificate issued initially as no major structural change that may affect the structural strength has been done since inception of DC building.	Please be guided by the RFP document.
34	Page 111 point 3	Annexure D Technical Bid	Please accept an undertaking to continue to renew the lease on the expiry of the existing lease agreement with the leaser upto 12 years from the RFP response due date. In our case the DC is owned by our Parent company and a lease agreement is already inforce with us (100% subsidiary company)	Please be guided by the RFP document.
35	Page 58 clause 9.2	Insurance	LIC must take insurance of all devices hosted in the Data Center separately.	Please be guided by the RFP document.

36	Page 123 Point 14	Bidders detail	Please replace with ISO 14001 certificate	Please be guided by the RFP document.
37	Page 123 Point 14	Bidders detail	Please replace with ISO 20000-1 certificate	Please be guided by the RFP document.
38	Page 41 point 9 of clause 5.4	Network and Network Cabling	As a DC service provider we only offer redundant multiple entries to the ISP. It is upto the ISP to bring in their Backbone to the Data Center from either one or all entry paths. Also the connectivity is controlled by ISP; the DC service provider has no visibility over whether the links are in Ring architecture or even if they are redundant. This information must be asked from the ISP from whom LIC is seeking connectivity.	Please be guided by the RFP document.
39	Page 41 point 10 of clause 5.4	Network and Network Cabling.	MUX are installed in the Telecom room/Meet Me room/MMR in the data centre. Mux devices are not allowed inside the server farm and generally the MUX are a shared device. It is the ISP responsibility to install a dedicated MUX or a shared MUX in the MMR for LIC. Please remove this responsibility from the DC service provider as DC service provider does not hold ISP license.	Please be guided by the RFP document.
40	Page 43 point vi of clause 5.10	Building Management System.	Please suggest if you require permanent parking space, if yes then please suggest how many vehicles will be parked (separate qty of 2 and 4 wheelers). If not required permanently, the marking of Parking space cannot be done for LIC personnel use only as the parking area is a common area for all employees and customer/visitors	Please be guided by the RFP document.
41	Page 44 point iii of clause 5.11	Condit ions.	Storage provided on temporary basis is a common storage area, an exclusive access will be difficult, however the access to such area is always escorted by DC personal and a proper record of material in and out is maintained. Please accept and remove the exclusive access for temporary storage	Please be guided by the RFP document.
42	Page 44 point vii of clause 5.11	Condit ions.	We request to please inform at least 7 days before any planned audit asa dedicated resource needs to be assigned for Audit process who will assist in the Audit process. In case of un-informed Audit there might be shortage of resources onsite due to leaves/Festive season/unforeseen events etc which will hamper and delay the Audit process.	Please be guided by the RFP document.

43	Page 7 point 1.1	Definitions	What are the parameters that LIC would consider in order to decide about the Online Reverse Auction? We would like to point out that in an ORA two different DC's would be able to quote their L1 considering many factors like Cost of Real Estate, Power Service Provider etc. We would like to know the flexibility fo LIC to do away with the ORA in order to give a fair chance to each vendor bidding for each location.	Please be guided by the RFP document.
44	Page 21 point C of clause 3.13	Earnest money Deposit	CD's are readable in some systems and not readable in others. What's the solution to ensure that the CD we share is readable and EMD isn't forfeited. Would you accept pen drive for submitting the soft copies? You have mentioned about Password protected excel Sheet, is LIC going to provide specific password(s) or bidder needs to password protect the Sheet themselves and share the password with you?	Please be guided by the RFP document.
45	Page 21 point C of clause 3.13	Earnest money Deposit	Our Legal is proposing certain edits in the given NDA. Hope that is fine. Please confirm.	Please be guided by the RFP document.
46	Page 36 section 4	Eligibility Criteria	The Proposed Datacentre is a standalone, purpose built Tier 4 DC with 99.999% of Uptime SLA is now Operational and ready for customer deployments. As far as the data centre Tier certification is concerned we are in process of obtaining Tier 4 Rated Certification from TIA-942 for Design and Construction (Infrastructure). The Certificate is expected to be in place by Dec 2019.	Please refer to the point 2 above.
47	Page 37 clause 5.1	Scope and other Requirements	Please provide the dimensions of racks (Wmm X Dmm, H U)	LIC will inform the details of racks subsequently.
48	Page 37 point vii of clause 5.1	Scope and other Requirements	Please share the Make and Model of Power Strips, PDU's expected to be used by LIC	LIC will inform the details subsequently.
49	Page 37 point vii of clause 5.1	Scope and other Requirements	As LIC has mentioned they would like to expand at a later stage, what would be the No of racks LIC is looking at deploying on Day 1? Please define the timeline for Day 2,3 expansions.	Please be guided by the RFP document.

50	Page 40 point v of Section 5.3	Power switches and other Items related to Power	Please define No of racks required with 3 Phase and Single Phase Power along with its Amp for Day1 deployment.	Please refer clause point v of clause 5.1 of the RFP.
51	Page 40 Section 5.4	Network and Network Cabling	Request you to kindly share the detailed Scope of Work so as to understand the scope and quote accordingly. Without the Scope of Work we would be unable to quote for the Network and Networking Cabling Section,	Please be guided by the RFP document.
52	Page 40 point iv of Section 5.4	Network and Network Cabling	Kindly elaborate on perceived difference between One Time LAN cabling and Inter Rack cabling. As laying of cable between network and storage rack for us is under the scope of inter rack cabling itself.	Please be guided by the RFP document.
53	Page 42 Section 5.10	Seating Space	Is LIC Looking for a dedicated or shared seating space? If dedicated, how many dedicated seating space would be required on Day 1?	Please be guided by the RFP document.
54	Page 114 point28	Annexure D Technical Bid	Is LIC is looking for Bulk cable MMR solutions from proposed rack space to meet me room to get connected with any other customer including carriers? If yes, please specify No. of Fibre and Copper Ports required.	Not in the scope of RFP
55	Page 132 Section B	Annexure H Commercial Bid	Please note that the Consumed power per rack required i.e.10KVA and 12KVA is very high density and it will lead to additional Space displacement thereby it will increase the Space Cost. As we understood in the pre-bid meeting you had mentioned that the actual power consumption is around 70% of the power required. That means actually yourr power required is 7KW in case of a 10KVA rack and 8.4KW in case of 12KVA rack which is still considered as high density racks. Please advise which scenario we should consider for working out solution and commercials for LIC. Just wanted to suggest that as a common practise we have seen customers deploy racks with 5-6KVA Power.	Please be guided by the RFP document.
56	Page 132 Section B	Annexure H Commercial Bid	Please specify the No. of Fibre and Copper Cross Connects required..	LIC will inform the details subsequently.

57	Page 133 Section C	Annexure H Commercial Bid	As per Commercial Annex you are looking for prices from 0 to 5 upto 40 racks in a caged environment, does that mean LIC is expecting to expand upto 40 racks within the same caged area? Please confirm. Please note that the bidder will charge for Rack space for all 40 Rack Spaces as the same would be reserved for LIC throughout the contract term. It would be difficult to have cage for smaller no of racks and keep or provide contiguous space for any future expansion. We suggest LIC to specify exact initial rack and power requirement basis of which we will be able to work out right fit solutions and commercials and any future expansions can take place within the same data center.	LIC will inform the details subsequently.
58	Page 133 Section C	Annexure H Commercial Bid	Kindly elaborate on the Scope of Work as we would not be able to quote for this Line Item unless we understand the detailed Scope It is not mandatory for LIC to utilise Lan/ MUX, Electrical and data cabling including network cabling from bidder and LIC is open to bring in their own vendor to do all the required cabling for LIC's setup at bidder.	Please guided by the RFP document
59	Page 37 Clause 5	Scope and other requirements.	1) Please confirm LIC will take care of transporting /Migrating all the hardware from these locations to selected DC co-location site. 2) If it is under bidder scope please share the detail locations and total hardware details which would need to be transported /migrated to new selected DC facility also suggest where bidder can add commercials for the same.	Please refer Section 5 of the RFP.
60	Page 48 clause 6.2.3 Section A	Bidders Past Experience.	We request LIC to revise the following clause as "The bidder must have provided co-hosting space of at least 5 racks in TIER III Data Centre at the proposed co-location centre/ site to different customers. Marks for submitted project credentials will be allotted as below(Only one among A,B,C,D will be consider) :"	Please guided by the RFP document
61	Page 108 Point 2	Annexure C Eligibility Criteria	We request LIC to revise the following clause as "The Bidder /Service Provider must have provided Data Center co-hosting facility to at least 6 Companies of which at least 2 should be financial institutions/BFSI at any of their co-hosting sites in India."	Please guided by the RFP document

62	Page 37 point v clause 5.1	Data Centre Location and specification	Provide exact quantity of 600X1000mm & 800X1000 mm Racks	LIC will inform the details of racks subsequently.
63	Page 39 point v of clause 5.3	Power switches and other items related to Power.	Provide number of racks quantity with Single Phase & three phase	LIC will inform the details of racks subsequently.
64	Page 112 point 15	Annexure D Technical Bid	We will be providing 99.995 % uptime. So will this suffice?	Please guided by the RFP document
65	Page 116 point 54,55,56	Annexure D Technical Bid	This is old technology .Can we provide latest cooling technology using hot aisle and cold aisle using Emerson CRAC	Please guided by the RFP document
66	Page 118 point 73	Annexure D Technical Bid	Does the corporation need reports or only monitoring? Also for remote monitoring kindly specify whether it is required incorporating seating area in the DC or in LIC office?	LIC need reports also and second part will be informed later
67	Page 118 point 75	Annexure D Technical Bid	This point is the same as point no 69 wherein 8 layers of security is mentioned. Is this correct or we have to mention our multi layer security in our DC in self declaration	Please guided by the RFP document
68	Page 57 Section 8	Subcontracting	In line with business requirement, we would need right for subcontracting without prior permission. . The RFP states that service provider shall remain responsible in case of sub-contracting which should give comfort to LIC	Please guided by the RFP document
69	Page 60 Clause 9.7	Force Majeure or Unforeseen events	The word "may" will have to be replaced with "will", In a Force Majeure event Service Provider's obligation to perform should be excused and cannot be at LIC's discretion. Two days is short time to notify and prove that such act is beyond Service Provider's control. Service Provider would need right of termination if Force Majeure Event stays beyond 30 days. Please include the number of days as the same is left blank in the RFP.	Please guided by the RFP document
70	Page 61 clause 9.8	Indemnity	Each Party shall indemnify the other from and against any claims by third parties (including any Governmental Authority) and expenses (including legal fees and court costs) arising from damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct. LIC shall also indemnify, defend and hold Service Provider harmless from any	Please guided by the RFP document

			and all claims (including claims by any Governmental Authority seeking to impose penal or criminal sanctions) relating to Bank's or its End Users' use of the Services.	
71	Page 63 clause 9.9	Liability	Notwithstanding any other provision hereof, neither party shall be liable for (a) any indirect, incidental, special, consequential, exemplary or punitive damages or (b) any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of LICs, loss of data, interference with business or cost of purchasing replacement services, arising out of the performance or failure to perform under this agreement, whether or not caused by the acts or omissions or negligence (including gross negligence or wilful misconduct) of its employees or agents, and regardless of whether such party has been informed of the possibility or likelihood of such damages. Service provider shall in no event be liable in an amount that exceeds, in the aggregate for all such liabilities, the most recent twelve (12) months of MRC collected by service provider pursuant to the applicable cof giving rise to the liability.	Please guided by the RFP document
72	Page 63 clause 9.11	Business Continuity	All reasonable assistance will be provided to LIC for ensuring smooth transition, however, any expenses that would be borne by LIC towards such transition would not be subject to any reimbursement from our side.	Please guided by the RFP document
73	Page 64 Clause 9.12	Confidentiality and Privacy	Forfeiture of BG, along with legal action is too broad of a remedy. The survival period of obligations should be for one year after the expiry or termination of the Contract.	Please guided by the RFP document
74	Page 68 Clause 9.15	Security	For us to take a comply/ abide with the same, we would need to have a clear understanding of LIC security requirements.	Please guided by the RFP document
75	Page 69 clause 9.16	Termination	Service provider India shall have the right to immediately terminate or suspend this Contract or any COF(s) (as applicable), and discontinue or suspend the delivery of the affected Services (without liability) in the event that: (a) LIC fails to make a payment when due and LIC fails to cure such breach within fifteen (15) days after receipt of written notice from Service provider; or	Please guided by the RFP document

			(b) LIC has violated any law, rule, regulation or policy of any Governmental Authority related to the Services or Bank's use thereof; or (c) LIC has engaged in conduct that has caused or may cause (in service provider's sole reasonable judgment) damage to the Facilities, Service Provider network or third parties; or (d) Service Provider receives any direction, notification or instruction from any Governmental Authority to suspend or terminate the provision of Services to LIC. (e) in the event the force majeure event lasts for more than 30 days.		
76	Page clause 9.16.8	72	Consequences of Termination of the Selected Bidder	Request exclusion of the said clause	Please guided by the RFP document
77	Page clause 9.16.9	72	Business continuity beyond contract period	We would need to understand the expected scope of support that would be required for such transition.	Please guided by the RFP document
78	Page clause 9.16.10	72	Knowledge Transfer	We would abide to share information relevant to LIC infra which might include information such as power information, CCTV footages, access logs etc for the defined period.	Please guided by the RFP document
79	Page point clause 9.17.3	74 (vi)	General obligations of the parties	The clause should be mutual. Service Provider will not perform any Services on premises of LIC	Please guided by the RFP document
80	Page clause 9.17.4	75	Warranties	Should be deleted as it doesn't apply to the nature of Services. Service Provider will not have any access to LIC's system or Deliverables.	Please guided by the RFP document
81	Page clause 9.17.4	75	Access to LIC'S Premises	LIC represents and warrants that (i) it has the legal right and authority, and will maintain the legal right and authority during each Service Term, to install and use the Services as contemplated hereunder; (ii) the performance of LIC's obligations under this Agreement and use of Services will not violate any applicable law, rule or regulation or any applicable manufacturers' specifications or unreasonably interfere with Supplier's or its other LICs' use	Please guided by the RFP document

			<p>of the Services or network; (iii) LIC is authorized and has completed all required corporate actions necessary to execute this Agreement and all COF(s); and (iv) LIC shall not carry out any act or omission that results in Supplier breaching any law, rule or regulation.</p> <p>Except for warranties expressly made herein, stt makes no warranties or representations express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability, satisfactory quality, fitness for a particular purpose, title or non-infringement.</p>	
82	Page 76 clause 9.19	Assignment	Request to consider assignment clause as mutual	Please guided by the RFP document
83	Page 76 clause 9.20	Fraud and Corrupt Practices	This clause to be considered as mutual	Please guided by the RFP document
84	Page 78 clause 9.22	Performance Bank Guarantee (PBG)	We would request to reduce the BG to 5 % of the TCV. This is a standard industry practice. We would also request LIC for removal of the penalty of INR 5000/- per day for non submission of BG beyond date of award.	Please guided by the RFP document
85	Page 80 Clause 9.23	Contracting	The conditions or provisions on the link should be added a part of the Contract as it could be subject to change. More details required on intention of this clause.	Please guided by the RFP document
86	Page 81 Clause 9.25	Pricing & Taxes.	<p>Request for edit as below: Highlight in red to be added and strike-off to be excluded</p> <p>a) The commercial figure quoted will be an all-inclusive figure inclusive of out of pocket expenses, travelling, boarding, permits, lodging but excluding all applicable taxes such as Service taxes, local sales Tax / Levies such as Octroi / Entry Tax, Local Body Tax, VAT, GST etc.</p> <p>b) Vendor will be entirely responsible for upfront payment of all applicable taxes like Central / State levies, sales tax, Octroi, VAT, excise duty, cess, license fees, road permits, service tax etc. in connection with delivery of products/services.</p>	Please guided by the RFP document

			<p>c) VAT/CST/GST shall be mentioned in the Invoices and payments will be made as per invoices submitted. Octroi/local entry tax/ LBT/ Service Tax, GST wherever applicable, shall be mentioned in the Invoices submitted and shall be reimbursed as per actual on production of the original receipt in proof of having paid the said taxes on behalf of LIC. In case concrete evidence of having paid the appropriate taxes is not submitted within a maximum period of two months from the date of payment of the taxes, the Vendor will not be eligible for any reimbursement on this count.</p> <p>d) The Vendor should not, under any circumstances, request for an increase in the prices once prices are approved by LIC. No price variation relating to increases in Government levies/ taxes/ cess/ customs duty & excise duty including any newly introduced taxes shall be permitted.</p> <p>e) LIC will deduct taxes from the amounts due and payable to the Vendor wherever applicable and will issue a TDS certificate as per the law in force. LIC will provide Vendor with the statement of any taxes deducted by LIC on payments under the contract. The Vendor agrees to reimburse and hold LIC harmless from any deficiency including penalties and interest relating to taxes including recovery of any tax retrospectively that are its responsibility under this clause. For purposes of the contract, taxes shall include taxes incurred on transactions between LIC and the Vendor.</p> <p>Additionally, the obligations in the NDA Annexure should be mutual for both parties and the indemnity obligation should be deleted.</p>	
87	Page 82 Clause 9.26	Approved Rates Under RFP	Request exclusion of the said clause or edit to maximum 90 days.	Please guided by the RFP document
88	Page 82 Clause 9.28.b	Placing of Orders	Increase the number of days to 15 working days for confirmation on PO.	Please guided by the RFP document

89	Page 86 Clause 9.32 and sub clause	Intellectual Property Rights	This is not applicable for this engagement. There this and all related provisions, including sub clauses should be deleted. Each Party shall be the owner of their existing IP.	Please guided by the RFP document
90	Page 88 clause 9.33	Moral Rights	Request to entirely delete along with its sub-clauses as it is not relevant for this engagement.	Please guided by the RFP document
91	Page 88 Clause 9.34	Payment Terms	Interest to be made applicable on late payments beyond 30 days of submission of invoice.	Please guided by the RFP document
92	Page 90 Clause 9.34.2	Liquidated Damages	LIC to consider changes in liquidated damages clause. Timeline for delivery to be extended to 10 weeks from the date of PO award	Please guided by the RFP document
93	Page 95 Clause 9.42	Transition Support	This clause needs to be modified to cover support provided by the service provider to be restricted to the available resources/ capacity of the exiting/ outgoing service provider.	Please guided by the RFP document
94	Page 36 Clause 4	Eligibility Criteria	The proposed data centre is an extension of the existing data centre at Bengaluru. All certifications as required in the eligibility criteria are already available for existing data centre. On commencement of the new building, applicable certifications will be provided on best effort basis in mutual discussion with LIC. Request to consider the following modification. Design certification should also be acceptable.	Please guided by the Corrigendum
95	Page 40 clause 5.4	Network and Network Cabling	DC Vendor does have majority of Link Service Provider. However In case, specific link service provider does not exist at Meet Me Room, DC vendor shall confirm the availability space & Power of installing MUX based on the feasibility at Meet Me Room. Request you to consider the same. Please confirm the list of Link Service provider to be expected at DC.	Please guided by the RFP document
96	Page 37 Clause 5	Scope And Other Requirements	Hope Rack PDU provided by LIC shall have IEC 309 Industrial Male Connector. Please confirm.	Please guided by the RFP document
97	Page 37 Clause 5	Scope And Other Requirements	Kindly confirm the Size (W X D) of the Server Rack & Network Rack. Also Confirm the Slot wise Bifurcation of Server & Network rack count.	LIC will inform the details of racks subsequently.

98	Page 37 Clause 5.1	Data Centre Location and specification	Need More clarity on this. Applicable notice period would be 90 days and cost of shifting to be borne by LIC	Please guided by the RFP document
99	Page 38 Clause 5.2	Security	Entire monitoring including CCTV and critical parameters is done locally at the BMS. The BMS output is not available on the internet for security reasons. Request to exclude the clause	Please guided by the RFP document
100	Page 39 Clause 5.3	Power switches and other items related to Power	Please confirm if the power density to be considered 10 KVA or 12 KVA as per the commercial format	LIC will inform the details subsequently.
101	Page 131 Section A	Annexure – H Commercial Bid	Please confirm if the power density of 10 KVA and 12 KVA is rated power or consumed power. In case of rated power please confirm the % power utilization.	LIC will inform the details subsequently.
102	Page 39 Clause 5.3	Power switches and other items related to Power	Rack power supplied through power distribution units is placed in technical corridor to restrict maintenance access to LIC cage area. Also our power monitoring is done through branch circuit monitoring system hence the requirement of dedicated meters is requested to be dropped.	Please guided by the RFP document
103	Page 40 Clause 5.3	Power switches and other items related to	We can share the Video Monitoring data on monthly basis on customer media. However we suggest making it available based on the LIC request in case of any incident happened and impacting LIC operations.	Please guided by the RFP document
104	Page 40 Clause 5.4	Network and Network Cabling	Unless per Rack Port details & the LAN architecture (Primary-Secondary/ Standalone) it is difficult to work on the commercial. Request you to share the details so as to prepare the bill of material and Pricing. Need inputs on below points: 1. Network type: Active-Active with dual path Network cables connecting from Network rack to Server Rack Or Standalone N/W rack configuration 2. No of Network Rack to Server rack Ration (N/W rack required for Server Rack) 3.No of CAT6A port per Rack per Active N/W 4.No of Fibre Port per Rack per Active N/W 5.Type of Fibre OM3 or OM4	Please guided by the RFP document

			6. No of Single Mode Fibre Patch Cord & Lengths etc.	
105	Page 41 Clause 5.6	UPS	2N/ N+N is the most available configuration and that is over an above e rated-3 Requirement. Request you to exclude the 2N distribution Active with STS.	Please guided by the RFP document
106	Page 42 clause 5.9	Seating space	Please provide cost provision for the dedicated camera for seating space in the Commercial annexure H	Please guided by the RFP document
107	Page 42 clause 5.9	Seating Space	The availability of space can be confirmed based on the feasibility of seating space only at the time of request. Please confirm the tentative time duration of standard/ worst case emergency situation.	LIC will inform the details subsequently.
108	Page 43 Clause 5.11	Conditions	As per Annexure H, bidder is supposed to quote on rack quantity. Additional future contracting needs to be aligned to the same. Request to modify the clause accordingly.	LIC will inform the details subsequently.
109	Page 44 Clause 5.11	Conditions	Provision of meeting room will be subjected to availability. Request to modify the clause accordingly.	Please guided by the RFP document
110	Page 45 Clause 5.11	Conditions	This is not part of services offerings to the LIC, request you to exclude from the scope.	Please guided by the RFP document
111	Page 58 Clause 9.1	Contract Period	Request you to consider commence of required services with 70 days (10 weeks) as there are dependency on third party component like Cage, LAN cabling etc.	Please guided by the RFP document
112	Page 92 Clause 9.37	Resolution Time	The timelines mentioned should be response time and not the resolution Time. In case of any equipment failure incident, the time to provisioning of spare shall be considered. Request you to amend the timelines to 30 Mins to response & 4 Hours of resolution timelines.	Please guided by the RFP document

113	Page 92 Clause 9.37	Resolution Time	Inter Rack Connectivity provided by the vendor is one time activity and Maintenance and Management shall be taken care by user i.e. LIC. In case of any issue with crimping of Laying of cable further shall be on chargeable basis. This shall be excluded from Resolution Timelines	Please guided by the RFP document
114	Page 110 Point 1.g	Annexure D Technical Bid	We will provide self certification. Request to confirm the same.	Please guided by the RFP document
115	Page 115 Point 47	Annexure D Technical Bid	Generally Each rack powered from dual remote distribution Units and having Metering facility. Hope this understanding same as expecting in compliance or LIC wants Check meter for LIC infra. Check meter is not possible. Request you to consider the same.	Please guided by the RFP document
116	Page 116 Point 51	Annexure D Technical Bid	Please exclude for new data centre participation	Please guided by the RFP document
117	Page 117 Point 57	Annexure D Technical Bid	Request you to amend it to 22 Deg +/- 2 Deg C.	Please guided by the RFP document
118	Page 134 Section D	Annexure H- Commercial Bid	The quantity mentioned is for single cable or Pair of cable to be provisioned for Rack. Please confirm	LIC will inform the details subsequently.
119	Page 58 Clause 9.1	Contract Period	We request to exclude the clause for future contract pricing beyond contract period	Please guided by the RFP document
120	Page 38 Clause 5.2	Security	As a data centre provider we have our own security policy. Request to exclude the clause	Please guided by the RFP document
121	Page 41 Point ii of Clause 5.5	Cooling	PUE is a factor of load conditions and cannot be hard coded to 1.5 to 1.8. Request you to exclude this clause	Please guided by the RFP document
122	Page 41 Point iii of Clause 5.5	Cooling	As per industry standards and ASHRAE guidelines, allowed cold aisle temperature is 22 deg +/- 2 deg. Request to amend this clause accordingly.	Please guided by the RFP document
123	Page 144 Annexure L	SLA	The SLA terms need to be discussed and mutually agreed. The committed SLA uptime on critical Environment Infrastructure needs to be aligned to Rated 3 certifications which is 99.98%. We recommend the below SLA penalty on a monthly basis. As power will be charged on actual	Please guided by the RFP document

			consumption basis, the applicable penalty would be only on space charges. Duration of Power Supply or CRAC Unavailability Service Credit Below 5 minutes No Credit Every 5 additional minutes 2% of MRC 25 minutes to 6 hours 10% of MRC 6 hours to 12 hours 15% of MRC 12 hours to 24 hours 20% of MRC Over 24 hours 25% of MRC	
124	Page 54 Section 6.2.7	Final Evaluation	Please confirm the warranty period mentioned in this clause. Is this same as contract period.	Please guided by the RFP document
125	Page 58 Section 9.2	Insurance	Vendor will be responsible for insurance applicable to the services offered. Any insurance specific to customer inventory/ hardware has to be procured by LIC.	Hardware Insurance will be taken by LIC
126	Page 120 Point 87	Annexure D Technical Bid	As per the best practice, data cables should be routed via overhead cable trays and not from under the false floor. Request to amend the clause in the Annexure D.	Please guided by the RFP document
127	Page 21 Clause 3.13	Earnest Money Deposit	Request to allow acceptance of Demand Draft as EMD	Please guided by the RFP document

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EXECUTIVE DIRECTOR (IT/SD)