



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

Sr. no.	RFP Document Reference(s)		Clause (in brief) of RFP requiring clarification(s)	Brief details/ Query in reference to the clause	LIC's Response
	Section/Clause No	Page Number			
1	Eligibility	101	The Bidder must have minimum average annual turnover of Rs. 36 Crores <u>from Data centre Co-location business / services</u> from India operations for each of the last three (3) financial i.e. FY 2021-22, FY 2022- 23 and FY 2023-24.	The Bidder must have minimum average annual turnover of Rs. 36 Crores <u>from Data centre Co-location business / Data centre services</u> from India operations for each of the last three (3) financial i.e. FY 2021-22, FY 2022- 23 and FY 2023-24.	Please refer corrigendum-II
2	5.12/13		The VENDOR should comply with LIC's IS Security policy in key concern areas relevant to the RFP. Some of the key areas are as under:d. Incident response and reporting procedures.	The ask is not clear. pertain to IT or Non- IT.	pertaining to IT
3	5.3/2		The power density of minimum 12 - 16 KVA per rack should be provided.	12 kva and above fall in large and hyperscale data center. We can provide 6 to 10 KVA.	Please be guided by RFP
4	5.3/3		The Vendor shall provide adequate power points in the Server cage area allocated to LIC. The service provider should provide one power meter per power source that can measure the power input to LIC's caged area.	Main PDU is available depending upon requirement dedicated PDU can be allocated for metering.	Please be guided by RFP
5	5.6/1		The proposed Data Center should have 2N UPS and UPS Power Distribution of 2N Active with STS.	N+N(8+8*500KVA). All the major data center meet the UPS backuptime as per the Tier III standards. The STS are usually connected to O//P of UPS where single UPS is desinged as one source. Need clarity on STS .	The bidder to meet Tier-3 and above standard.
6	Annx-D-48		Upon request of the LIC recorded camera data of LIC controlled areas shall be made available to authorized LIC personnel.	As per the Data center standards the Surveillance systems are standalons and should not be accessable to any one other than the BMS operator from his console.	Please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

7	Annx-D-49	121	There should be CCTV monitoring for surveillance of building entrances, exits and other critical areas where LIC's components are placed. The service provider is expected to maintain the CCTV monitoring records for at least 3 months online, post which the service provider is expected to archive such records for CCTV cameras installed within LIC's server area for a period of 1 year and the same should be made available on LIC's request through the period of the contract.	The CCTV Data is stored for 30 Days as per the data center practice. how ever we have back up server with 60 days recordings.Any specific reason for 1 Yr data retention.	Please be guided by RFP
8	Annx-D-60		The service provider to provide STS (Static Transfer Switch) for the racks in which single power source equipment are installed.	N+N(8+8*500KVA). All the major data center meet the UPS backuptime as per the Tier III standards. The STS are usually connected to O//P of UPS where single UPS is desinged as one source. Need clarity on STS .	Please be guided by RFP
9	2.2	16	2.2 Pre-Contract Integrity Pact The bidders are required to execute and upload a scan of the "Integrity Pact" as specified in Annexure - A on requisite non judicial stamp paper, at the time of e-submission of the Bid and submit the original to Executive Director (IT/Digital Transformation) along with original EMD Bank Guarantee within prescribed timelines.	Since this is an online bid submission, as a standard practice followed by PSU/Govt. organizations, please provide one week time to submit the originals(Hardcopy of Technical Bid(if required), Integrity Pact, EMD BG etc) from the date of submission of online bid.	Please refer corigendum-II
10	3.12	22	3.12 Earnest Money Deposit 3. EMD shall be valid for a period of three months from the date of release of RFP	Kindly re-confirm if the validity is three months from the date of release of RFP. Kindly amend this if the expectation is three months from the date of bid submission	please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

11	3.12	23	<p>3.12 Earnest Money Deposit</p> <p>8. The EMD submitted by the bidder may be forfeited in full or part of, the bidder may be blacklisted and other action(s) may be taken against bidder if:</p> <p>e. Bidder does not respond to requests for clarification of its Proposal.</p> <p>f. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.</p>	<p>Request to kindly delete these conditions. LIC has every right to disqualify the bid in case the bidder does not respond. But these are not justified reasons to forfeit the EMD and blacklist the bidder. Due to any genuine reasons or due to internal/local/global policies, bidders may opt to be non-responsive or refuse to share the confidential information or refuse to accept any RFP condition which they consider as a risk bearing clause in case the RFP asks to share confidential/classified information or LIC asks bidder to remove any deviations or LIC asks to accept all T&Cs or in any other similar situation.</p> <p>Refer the supporting Clause in Page25: 17. If any compliance or clarification sought by LIC is not submitted within 7 working days of being called for, the bids are liable to be REJECTED. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final and binding.</p>	please be guided by RFP
12	3.13	24	<p>3.13 Instructions for Bid Submission</p> <p>9(c). An image of signature found pasted on pages instead of wet signature/digital signature; or</p>	<p>Request to kindly remove this. When Acrobat PDF runs OCR or Edit tool on scanned pages, the logos/signatures/seal/stamp become images automatically. Since the bid has to be signed digitally on eTender portal and LIC wants a signature on each page of the proposal, bidders can be given relaxation to choose their own method of handling the documentation and put signature on each page of the document as per their convenience.</p>	bids to be submitted online and digitally signed
13	3.13	25	<p>3.13 Instructions for Bid Submission</p> <p>10(d). Participation in this RFP will mean that the bidder has accepted all terms and conditions and clauses of this RFP and subsequent modification(s) to this RFP, if any.</p>	<p>Kindly remove this and allow the bidders to submit the deviations against unacceptable clauses or T&Cs if any found in the RFP</p>	please be guided by RFP
14	3.13	25	<p>3.13 Instructions for Bid Submission</p> <p>12. The specifications (Technical and Commercial Bids format) shall be submitted in the same spread sheets as per respective Annexures.</p>	<p>Kindly provide the Spreadsheets in MS Excel format since they are not available on CPP Portal to download. Kindly let the bidders know the location if LIC has already uploaded the spreadsheets somewhere else.</p>	All Annexures in word format are uploaded with corrigendum-II



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

15	3.13	25	<p>3.13 Instructions for Bid Submission</p> <p>14. The contents of the Soft copies submitted in the Digital Format to LIC or the hard copies and the contents of the soft copies submitted on e-procurement site shall be exactly the same. If not, the BID MAY BE REJECTED.</p>	<p>1. Do the bidders need to submit the Hardcopies of Technical Bid and Commercial Bid? If yes, kindly share the timelines to submit the Hard copy of Technical Bid and Commercial Bid</p> <p>2. Request to kindly elaborate "Soft copies submitted in the Digital Format to LIC". In case LIC is asking the bidders to submit the Technical Bid and Commercial Bid in Sofcopy, bidders need to know complete information to fulfil this requirement.</p>	<p>successful bidder will be required to submit hard copy.</p>
16	3.13	25	<p>3.13 Instructions for Bid Submission</p> <p>15. In case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, penalty will be charged as per the provision of RFP.</p>	<p>Kindly share the T&Cs/SLAs w.r.t Penalties pertaining to non-compliance to instructions for bid submission</p>	<p>please be guided by RFP</p>
17	3.13	25	<p>3.13 Instructions for Bid Submission</p> <p>19. During scrutiny of technical bid, if any technical specification/s of any item is/ are changed by mutual consent to meet LIC's requirement, all the Bidders will be informed of the same and asked to submit fresh quotation for that/ those item/s if any, in a separate cover duly sealed and super scribed "REVISED BID for RFP RFP-Ref:LIC/CO/IT-DT/PVM/COLOCATION/2024-25/1 dated 07/08/2024".</p>	<p>Are revised bids online or physical?</p>	<p>Online</p>
18	3.13	26	<p>3.13 Instructions for Bid Submission</p> <p>20, iv, h. The Data Centre VENDOR should allow the termination of the links provided by the LIC appointed link service providers. If Telecom junction box / multiplexers of these link service providers are not available, then the Data Center VENDOR should allow the commissioning of the same by link service provider. The Data Center VENDOR shall allow laying of cables and associated works in their premises, for installation of MUX or other Network Infrastructure , laying of cable, space for installation of MUX/other network infrastructure in communication room etc. at no extra cost to the LIC.</p>	<p>Kindly let the bidders know:</p> <ol style="list-style-type: none"> 1. Number of racks required in the MMR 2. Number of the Conduits required in the MMR 3. Sizes of the Conduits required in the MMR 4. Number of the Trays required in the MMR 5. Sizes of the Trays required in the MMR 	<p>please be guided by RFP</p>



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

19	3.13	26	<p>The Data Center VENDOR shall allow laying of cables and associated works in their premises, for installation of MUX or other Network Infrastructure , laying of cable, space for installation of MUX/other network infrastructure in communication room etc. at no extra cost to the LIC.</p>	<p>What is the number of racks, required in the MMR, What is the number , sizes , of the Conduits and trays that will be required.</p>	please be guided by RFP
20	3.16	27	<p>3.16 Taxes and Duties a. Vendors will be entirely responsible for all taxes, duties, license fees, road permits, and transit insurance etc., except GST incurred until delivery of the contracted services to LIC, however LIC will provide requisite letters for road permits. b. GST, if any, will be reimbursed only in actual on production of appropriate receipts within 15 days of such tax payment to the respective authorities by the vendor.</p>	<p>As GST payments are made collectively of all invoices in a month, it is not possible for us to produce appropriate receipts as referred in this clause. Is the GST mentioned in (b) is GST incurred until delivery of the services as referred in clause (a)? There is no question of asking reimbursement of such GST as we get credit of such GST. Kindly request to revise the clause based on the above mentioned facts.</p>	please be guided by RFP
21	3.17	27	<p>3.17 Deduction of Taxes at Source LIC will deduct taxes from the amounts due and payable to the vendor wherever applicable. 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>Request to kindly elaborate the statement "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"</p>	please be guided by RFP



**RFP for providing Data Center Services for hosting of infrastructure for
LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries**

22	3.22	28	<p>3.22 Assumptions / Deviations The bidder may provide assumptions / deviations on technical only</p>	<p>Considering the complexity of this project, agreeing with the entire RFP Content may not be possible by the time of bid due date. Hence, we kindly request you to allow the bidders to highlight, the difficulties/concerns/deviations if any found in RFP document (including all T&Cs and Technical requirements) and keep them open for further mutual discussion & negotiations till finalizing the contract agreement.</p> <p>We request that the bidder be given an opportunity to state some key deviations and discuss and agree on those with customer if the bidder is the winning bidder.</p>	Please be guided by RFP
23	3.22	28	<p>3.22 Assumptions / Deviations The bidder may provide assumptions / deviations on technical only to the contents of this RFP document at the time of submission of the Bid in folder containing the Technical Bid in the format given in Annexure H1 and Annexure H2 with the caption: Schedule of Assumptions and Deviations from RFP. It may be noted that once the assumptions / deviations are provided, the Bidder would not be allowed to withdraw the same. The Bid Evaluation Committee would evaluate and re-classify them as "material deviation" or "non-material deviation" . In case of material assumption / deviation, the committee may decide to monetize their value, which has to be added to the price bid submitted by the bidder, or reject the bid, prior to announcement of technical scores. The bidders would be informed in writing on the committee's decision on the assumptions / deviations, prior to announcement of technical scores. The bidder would not be allowed to withdraw the assumptions / deviations at this stage. No correspondence in this matter will be entertained. In case of non-material assumptions / deviations, the same would form a part of the Bid and the Contract.</p>	<p>We request that the bidder be given an opportunity to state some key deviations with respect to the terms and conditions along with Technical deviations, and discuss and agree on those with LIC if the bidder is the winning bidder.</p>	Please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

24	3.23	29	<p>3.23 Documents required for Bid submission.</p> <p>e) The Annexure and their contents should be submitted as stated in the formats only. The bid may be rejected in case of non-adherence to any of the above instructions. Any request for the change in the terms and conditions of the RFP document, will not be accepted.</p>	<p>Considering the complexity of this project, agreeing with the entire RFP Content may not be possible by the time of bid due date. Hence, we kindly request you to allow the bidders to highlight, the difficulties/concerns/deviations if any found in RFP document (including all T&Cs and Technical requirements) and keep them open for further mutual discussion & negotiations till finalizing the contract agreement.</p> <p>We request that the bidder be given an opportunity to state some key deviations and discuss and agree on those with customer if the bidder is the winning bidder.</p>	Please be guided by RFP
25	3.27	31	<p>3.27 Bid Validity Period</p> <p>Bids shall remain valid for 90 days after the date of Online Reverse Auction (ORA) prescribed by LIC, in the Annexure Activity Schedule. LIC shall reject a bid as nonresponsive if the bid is submitted with a shorter validity period.</p>	Request to change this to "15 days after the date of Online Reverse Auction (ORA)"	Please be guided by RFP
26	3.31	32	<p>3.31 Rejection of non-compliant bid:</p> <p>a) LIC reserves the right to reject any or all bids on the basis of any deviation(s).</p>	Rather than outright rejection, we request that the bidder be given an opportunity to state some key deviations with respect to the terms and conditions along with Technical deviations, and discuss and agree on those with LIC if the bidder is the shortlisted bidder.	Please be guided by RFP
27	5.1	33	<p>5.1 Data Centre Location and specification</p> <p>9. LIC envisages an addition of more racks during the period of contract; the VENDOR should be able to provide the same at the contracted rate within the same server hall, contiguous to the existing cage area. In case vendor decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with LIC.</p>	<p>1. Whats is the number of racks and their kW power required for these racks that are expected to be added</p> <p>2. Request to kindly elaborate the statement - "first right of refusal would rest with LIC"</p>	Please be guided by RFP
28	5.1	33	<p>5.1 Data Centre Location and specification</p> <p>11. The placement of network and security rack should be carried out in such way to reduce length of network cabling.</p>	Request to kindly mention if there is any specific requirement on the maximum lengths of the cables.	Please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

29	5.1	34	5.1 Data Centre Location and specification 18. In case the bidder is winding up/lease not renewed, the bidder will give LIC at least 6 months' notice in writing and not shift our LICs assets until we find the new TIER 3 site. The bidder will also bear the cost of shifting the assets to the new site.	Kindly set a capping for - "until we find the new TIER 3 site". As of now this is open ended. We are assuming that this can be read as "6months or until we find the new TIER 3 site whichever is earlier" Please specify the timeline within which LIC will find the new service provider, this cannot be open ended.	Within 6 months
30	5.2	34	5.2 Security 5. The Vendor has to ensure no infiltration in LIC setup including its systems, network etc.	This is not applicable since Colocation service provider does not have access to any of the customers data, system, applications, network etc. Request to kindly remove.	Please be guided by RFP
31	5.2	34	5.2 Security 7. The doors for the server room, communications room, and other critical areas beyond should be fire rated for minimum 2 hours. LIC to monitor the caged area from remote location that feed should be provided by the Vendor to LIC for monitoring its infrastructure. CCTV Remote Feed installation and setup ready to be consumed by our central command center at no extra cost to LIC. Live Feed and archival to be provided.	Request to kindly mention the retention period for the Archival data	Please be guided by RFP
32	5.2	35	5.2 Security 4. The Vendor shall provide a dedicated server cage area for LIC in the server room/ Hall area. The caged area must be Meshed Caged dedicated for LIC's Data Center.	Please clarify the type of cage required, is it mesh metal or opaque ?	Meshed Steel cage.
33	5.3	35	5.3 Power switches and other items related to Power. 5. Single phase and three-phase power should be made available to support LIC's equipment in the caged area.	Request to kindly mention the number of single phase and 3 phase connections required	to be shared with successful bidder
34	5.3	35	5.3 Power switches and other items related to Power. 7. Sharing the video monitoring data on monthly basis.	Request to kindly mention if there is any requirement of sharing the data on medium like DVD or online transfer.	to be shared with successful bidder



**RFP for providing Data Center Services for hosting of infrastructure for
LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries**

35	5.3	35	5.3 Power switches and other items related to Power. 8. LIC may ask for audit of the facilities and its related documents, to be conducted either by the Regulators or by any Authorized person/entity for the purpose.	We request to have a concurrence with our Customers/Prospects on the below facts. Kindly accept and confirm. 1. Bidder shall not be required to disclose their financial information, profits, books of accounts, costs breakups etc. and audit shall be strictly restricted to the services and service levels provided by the Bidder to the customers. 2. In case the Customer desires to audit the contracted Services i.e. for audits for security considerations related to our provision of Services, Customer shall notify us with at least seven (7) days prior written notice for such audit. The scope and timelines of the audit shall be mutually agreed between the Customer and us in writing based on contracted services scope. The commercials of such audit shall be paid by the Customer depending on the agreed scope. 3. If there is any third-party auditor from Customer's side, then NDA should be signed between the Customer & Third party Auditor.	to be shared with successful bidder
36	5.3.2	35	5.3 Power switches and other items related to Power. 2. The power density of minimum 12 - 16 KVA per rack should be provided.	Please specify the consumed IT Load per rack?	Please be guided by RFP
37	5.4	36	5.4 Network and Network Cabling 2. The Vendor/Service Provider will be responsible for extension of links from Vendor telecommunication room to server cage area irrespective of whether the communication links are taken from the SP, or not. The Vendor shall extend such links from their network communication room to the server cage area provided to LIC to host their DC infrastructure. The Vendor shall provide one-time LAN cabling from the Network rack to the Server Racks as per the network designed finalized with LIC's network team at no additional cost to the LIC.	There would be cross connect/network LAN charges applicable. Please confirm and accordingly change the commercial BOQ.	Please be guided by RFP
38	5.6	37	5.6 UPS 1. The proposed Data Center should have 2N UPS and UPS Power Distribution of 2N Active with STS.	Request to kindly mention whether STS is required for certain Racks or All racks. What is the count of the STS's required.	Please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

39	5.9	37	<p>5.9 Seating Space</p> <p>1. LIC anticipates the seating space / workstations for its personnel at the facility where LIC's DC is going to be hosted. The number of personnel and workstation required will be informed to the bidder subsequently/ later</p>	Request to kindly mention the number of Seating spaces required	Please be guided by RFP
40	5.9	37	<p>5.9 Seating Space</p> <p>2. LIC may require additional seating space (in the same premises) for seating additional personnel (LIC employees/appointed personnel) in future at VENDOR Data. Center temporarily during disaster for certain period or permanently and in such an event, additional work area should be made available at the rate not exceeding the agreed/contracted rate. LIC cannot provide any time frame to inform VENDOR for taking up additional space. The payment will be made on pro-rata basis from the date of occupation of seats.</p>	This clause appears to be on demand or optional basis with no further details to agree upon. This is also subject to feasibility when need arises in future. Hence, this needs to be parked for now and to be agreed as per final scope of work during contract negotiation phase. Kindly keep this open for further negotiation with Successful bidder	Please be guided by RFP
41	5.7	37	<p>5.7 Fuel & Generators</p> <p>Backup generators should be N+1, continuous rating, capable of providing power for 72 hours or continuously if fuel tanks are refilled.</p>	<p>As per Tier 3 standards the DG backup shall be 48 hours on full load, request LIC to please confirm.</p> <p>As per Tier-III standards, the DC to be equipped with DG backup and onsite fuel storage up to 48 hours. Generators power backup to be for 48 hrs on full load. Request to kindly change this to 48hrs.</p>	Please refer corrigendum-II
42	5.11	39	<p>5.11 Conditions</p> <p>1. LIC envisages requirement of a dedicated caged space area. The racks will be of 42U to host LIC's DC IT Infrastructure in the server room area. In addition, LIC envisages an addition of more racks in the future. However, should there be a requirement of additional space in the future, other than the space for existing racks the Vendor should be able to provide the same on the prorated per square feet cost within the same facility, contiguous to the existing rack spaces. In case Vendor decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with the LIC.</p>	Request LIC to kindly specify the timelines for ROFR.	Please be guided by RFP



**RFP for providing Data Center Services for hosting of infrastructure for
LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries**

43	5.11	40	<p>5.11 Conditions 8. Visitorial Rights: The VENDOR should provide visitorial rights for LIC auditors, external auditors engaged by LIC, IRDAI audit/inspection officials, ISO auditors etc. LIC cannot provide any minimum time frame to inform the VENDOR. The VENDOR will undertake compliance of audit observations as applicable.</p>	<p>We request to have a concurrence with our Customers/Prospects on the below facts. Kindly accept and confirm.</p> <ol style="list-style-type: none">1. Bidder shall not be required to disclose their financial information, profits, books of accounts, costs breakups etc. and audit shall be strictly restricted to the services and service levels provided by the Bidder to the customers.2. In case the Customer desires to audit the contracted Services i.e. for audits for security considerations related to our provision of Services, Customer shall notify us with at least seven (7) days prior written notice for such audit. The scope and timelines of the audit shall be mutually agreed between the Customer and us in writing based on contracted services scope. The commercials of such audit shall be paid by the Customer depending on the agreed scope.3. If there is any third-party auditor from Customer's side, then NDA should be signed between the Customer & Third party Auditor.	Please be guided by RFP
----	------	----	--	--	-------------------------



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

44	5.11	40	<p>5.11 Conditions</p> <p>10. LIC reserves the right, on its own or via a third party auditor, to conduct overall testing at any point of time of its own hosted services and also the services delivered by the selected bidder.</p>	<p>We request to have a concurrence with our Customers/Prospects on the below facts. Kindly accept and confirm.</p> <p>1. Bidder shall not be required to disclose their financial information, profits, books of accounts, costs breakups etc. and audit shall be strictly restricted to the services and service levels provided by the Bidder to the customers.</p> <p>2. In case the Customer desires to audit the contracted Services i.e. for audits for security considerations related to our provision of Services, Customer shall notify us with at least seven (7) days prior written notice for such audit. The scope and timelines of the audit shall be mutually agreed between the Customer and us in writing based on contracted services scope. The commercials of such audit shall be paid by the Customer depending on the agreed scope.</p> <p>3. If there is any third-party auditor from Customer's side, then NDA should be signed between the Customer & Third party Auditor.</p>	Please be guided by RFP
45	5.11	40	<p>5.11 Conditions</p> <p>12. LIC may in future require additional space at the Data Center site. The Vendor agrees that in the event LIC wants additional space for expansion, the same will be provided to LIC within the same DC site /floor or building contiguous to the existing setup. The rate per square feet would be mutually agreed at the time of such expansion. However, the Vendor agrees that the rate for expansion shall not exceed the current rates agreed. LIC cannot provide any time frame to inform Vendor for taking up additional space.</p>	<p>Kindly remove this since the expansion is subject to availability of space and power and the rates cannot be same.</p>	Please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

46	5.11	41	<p>5.11 Conditions</p> <p>14. The Vendor should furnish to Life Insurance Corporation of India periodical incident reports / alerts on both successful and unsuccessful attempts of intrusion / malware attacks with root cause analysis.</p>	<p>This may not applicable since Colocation service provider does not have access to any of the customers data, system, applications, network etc. Request to kindly remove or keep this open for further mutual discussion.</p>	<p>Please be guided by RFP</p>
47	5.11	41	<p>5.11 Conditions</p> <p>18. The selected bidder has to ensure that the co-location site shall work as desired and the bidder is responsible to supply and install any other components that is inadvertently missed out but required for the overall solution to work.</p>	<p>There are many unknowns , like number of racks planned for expansion, Number of seats required, Number of Cross connects , or conduits etc required. It is essential to have their counts to have all the required components in place. Please share information on these items to help provision for the same.</p>	<p>Please be guided by RFP</p>
48	5.11	41	<p>5.11 Conditions</p> <p>20. Basic infrastructure costs should include electrical power connection from two different sources under each rack including a pair of 32A Single/Three Phase Industrial Socket at no extra cost to LIC. In case, extra pair of sockets if required for multiple PDUs in a rack, same should be provided at no extra cost to LIC.</p>	<p>The count of the required number of the required Sockets will help in provisioning the capacity . Hence please share the count and ratings of these sockets required.</p>	<p>Please be guided by RFP</p>
49	6.2.3	42	<p>6.2.3 Technical Evaluation</p> <p>d. Any critical non-compliance/deviations may lead to disqualification of the Bidder.</p>	<p>Considering the complexity of this project, agreeing with the entire RFP Content may not be possible by the time of bid due date. Hence, we kindly request you to allow the bidders to highlight, the difficulties/concerns/deviations if any found in RFP document (including all T&Cs and Technical requirements) and keep them open for further mutual discussion & negotiations till finalizing the contract agreement.</p> <p>We request that the bidder be given an opportunity to state some key deviations and discuss and agree on those with customer if the bidder is the winning bidder.</p>	<p>Please be guided by RFP</p>



**RFP for providing Data Center Services for hosting of infrastructure for
LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries**

50	6.2.7	46	6.2.7 Final Evaluation 4(vi). Any conditional bid would be rejected.	<p>Considering the complexity of this project, agreeing with the entire RFP Content may not be possible by the time of bid due date. Hence, we kindly request you to allow the bidders to highlight, the difficulties/concerns/deviations if any found in RFP document (including all T&Cs and Technical requirements) and keep them open for further mutual discussion & negotiations till finalizing the contract agreement.</p> <p>We request that the bidder be given an opportunity to state some key deviations and discuss and agree on those with customer if the bidder is the winning bidder.</p>	Please be guided by RFP
51	6.2.7	47	6.2.7 Final Evaluation 5. Based on the Total Cost of Ownership (TCO) declared by the Bidders during the Reverse Auction, the Bidders will be categorized as L1, L2, L3 etc. (In the ascending order, i.e. L1 being the Bidder with the lowest TCO, followed by L2 with the next lowest score and so on.)	We are assuming that post conclusion of RA, LIC will not reject the bidders who are greater than L1 i.e. L1, L2, L3, L4, L5,.... Ln. Kindly confirm.	Please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

52	8	50	<p>8. SUBCONTRACTING</p> <p>a. As per scope of the RFP, the subcontracting may be explicitly prohibited or permitted. If there is no mention of subcontracting in the RFP, Bidder has to obtain written permission from LIC before contracting any work to subcontractors and obtain LIC's authorization to sub-contract for areas in the scope of work to be provided to LIC pursuant to this RFP. LIC at its own discretion may permit or deny the same.</p> <p>b. In case of subcontracting permitted, the contracting Vendor is responsible for all the services provided to LIC regardless of which entity is conducting the operations. The contracting Vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and LIC can obtain independent audit report for the same.</p> <p>c. The bidder should provide subcontracting details to LIC and if require, LIC may evaluate the same.</p>	<p>It is the understanding for RFP's in India that the client refers to the subcontracting elements as being subcontracting of core Data Center Services. It is understood by the clients that most of the activities for running a data center are outsourced to third parties. Bidder outsources various activities during construction and operation of our multi tenanted data centre business. Activities like physical build of data centre, housekeeping, security, operation etc are an outsourced activity. We also engage outsourced employees for providing various services and all these outsourced services will remain outsourced even for LIC. We request confirmation that procurement of such services will not be construed as Subcontracting and no approval will be required for engaging or changing any of Bidders vendors involved in such activity.</p>	Please be guided by RFP
53	9.2	51	<p>9.2 Insurance</p> <p>b. Promptly make arrangements for replacement of any damaged item/s (within fifteen days of detection of damages), irrespective of the settlement of claim by the Insurance Company.</p>	<p>Request to change this to 30 days. Bidder can initiate for replacement once survey will be completed by Insurance company and also will take permission from insurance company for replacement post completion of their survey.</p>	Please be guided by RFP



54	9.8.1	55	<p>9.8 Indemnity 9.8.1 Indemnity clause 1 a. Subject to Clause 9.8.2 below, the successful bidder shall indemnify, protect and save LIC from/against all claims (financial, legal and other), losses, costs, damages, expenses, action suits and other proceeding, resulting from any damage / loss to infrastructure at DC and DR sites, infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc., any claims from third party, corporation or other entity (including LIC) attributable to the Vendor's negligence or wilful default in performance or non-performance under the contract, other statutory infringements in respect of the DC/DR sites and services provided by successful bidder. If LIC promptly notifies Vendor in writing of a third party claim against LIC that any Service provided by the Vendor infringes a copyright, trade secret or Indian patents of any third party, Vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC.</p>	<p>We request the clause to be read as: a. Subject to Clause 9.8.2 below, the successful bidder shall indemnify, protect and save LIC from/against all claims (financial, legal and other), losses, costs, damages, expenses, action suits and other proceeding, infringement of intellectual property, patent, trademarks, copyrights etc., any claims from third party, corporation or other entity (including LIC) solely attributable to the Vendor. If LIC promptly notifies Vendor in writing of a third party claim against LIC that any Service provided by the Vendor infringes a copyright, trade secret or Indian patents of any third party, Vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC.</p>	Please be guided by RFP
----	-------	----	--	---	-------------------------



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

55	9.9	56	<p>9.9 Liability</p> <p>Except in cases of criminal negligence or wilful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the vendor and used/consumed by LIC, the Supplier/vendor shall not be liable to LIC, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/vendor to pay liquidated damages to LIC and the aggregate liability of the Supplier/vendor to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>	<p>We request LIC to consider the following changes in the clause and the clause to be read as -</p> <p>Except in cases of infringement of a third party's claim due to any patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the vendor and used/consumed by LIC, the Supplier/vendor shall not be liable to LIC, whether in contract, tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss or corruption of data, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/vendor to pay liquidated damages to LIC. The total aggregate liability of the Supplier/vendor to LIC, whether under the Contract, in tort or otherwise, shall not exceed 12 months of fees paid to the Supplier/Vendor prior to the date of any such event.</p>	Please be guided by RFP
56	9.11	57	<p>9.11 Business Continuity</p> <p>b. In the event of failure of the bidder to render the service, without prejudice to any other right LIC shall have as per this agreement, LIC at its sole discretion may make alternate arrangements for getting the services from any other source. And if LIC gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the expenses, if any incurred by LIC in availing such services from the alternative source.</p>	<p>This needs to be parked for now and to be agreed as per final scope of work during contract negotiation phase. LIC need to quantify/specify the notice period, expenses etc and they should be mutually agreed between both the parties. Kindly keep this open for further negotiation with Successful bidder</p>	Please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

57	9.15.1	61	<p>9.15.1 Compliance with LIC requirements / Regulatory Compliance</p> <p>The Vendor will ensure that its personnel comply with:</p> <p>a. All relevant security and other requirements specified in LIC's Information Security Policy, if the same has been made aware by LIC;</p> <p>b. Any other security procedures or requirements notified, in writing, by LIC to the Vendor.</p> <p>The Vendor must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice.</p> <p>c. Any other regulatory guidelines about IT security issued by Regulator.</p>	<p>We are certified for ISO 27001 (information security management systems) and 20001(Information technology Service management). We have our internal security policy to abide by and the standards are set to comply with the Data Center industry security requirements irrespective of requirements of any one specific customer.</p> <p>Request to kindly remove this requirement or replace with ISO 27001 (information security management systems)</p>	Please be guided by RFP
58	9.15.2	61	<p>9.15.2 Security clearance</p> <p>a. LIC may, from time to time, notify the Vendor of the level of security or access clearance applicable to the Vendor's Personnel, and the date from which, or the period during which, that clearance will be effective and the Vendor must comply with and ensure its Personnel act in accordance with that notice.</p> <p>b. LIC is responsible for all costs associated with obtaining security clearances.</p>	<p>We are certified for ISO 27001 (information security management systems) and 20001(Information technology Service management). We have our internal security policy to abide by and the standards are set to comply with the Data Center industry security requirements irrespective of requirements of any one specific customer.</p> <p>Request to kindly remove this requirement or replace with ISO 27001 (information security management systems)</p>	Please be guided by RFP
59	9.15.3	62	<p>9.15.3 Removal of LIC Data</p> <p>The Vendor will not, and will ensure that its Personnel do not:</p> <p>a. Remove LIC Data or allow LIC Data to be removed from LIC's premises; or</p> <p>b. Take LIC Data or allow LIC Data to be taken outside of offices premises of LIC.</p>	<p>This is not applicable since Colocation service provider does not have access to any of the customers data. Request to kindly remove.</p>	Please be guided by RFP



**RFP for providing Data Center Services for hosting of infrastructure for
LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries**

60	9.16 (Termination)	62	<p>9.16 Termination b. The successful bidder acknowledges and agrees that timely performance of all obligations is essence of contract. In case of any delay, under or non-performance is not cured by the successful bidder within time limit given in this RFP 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/cancel the contract by giving one month's notice, without assigning any reason. The successful bidder agrees and accepts that he shall be liable to pay damages claimed by LIC, in the event of termination/breach of terms of this RFP /contract etc. as detailed in penalty clause in the Annexure - K</p>	<p>We request that LIC shall provide a reasonable notice and cure period of least thirty (30) days prior to termination of the contract. If the breach remains uncured after this time period, Bank shall reserve the right to terminate the contract.</p> <p>We request that liquidated damages shall be Bank's sole remedy against the Bidder against any delays.</p> <p>We request that "without assigning any reason" be deleted since any termination for breach shall be reasoned with a prior notice and reasonable cure period.</p>	Please be guided by RFP
61	9.16.1	63	<p>9.16.1 Termination and reduction for convenience a. LIC may, at any time, by a prior written notice of 90 days, terminate the contractor and / or reduce the scope of the Services.</p>	<p>We request that LIC not be permitted to terminate the Agreement for convenience as this deal has upfront investments by us which shall get recovered by us over the entire period of contract. LIC shall not be entitled to terminate the Agreement or the project, for convenience.</p> <p>We are requesting this amendment since termination for convenience is not appropriate to the large size colocation engagements wherein upfront capex investments are required from bidders to onboard the customers.</p>	Please be guided by RFP



**RFP for providing Data Center Services for hosting of infrastructure for
LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries**

62	9.16.2	63	9.16.2 Termination by LIC for default a. Notwithstanding what has been stated in clause 9.17.3 (GENERAL OBLIGATIONS OF THE PARTIES.) of this Agreement LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or part if the Vendor fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Vendor fails to perform any other obligation(s) under the Contract.	We request that LIC shall provide a reasonable notice and cure period of least thirty (30) days prior to termination of the contract. If the breach remains uncured after this time period, Bank shall reserve the right to terminate the contract.	Please be guided by RFP
63	9.16.2	63	9.16.2 Termination by LIC for default b. In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered, and the Vendor shall be liable to LIC for any excess costs for such similar systems or Services. However, the Vendor shall continue the performance of the Contract to the extent not terminated.	We also request that due to the nature of scope (colocation), this clause be deleted.	Please be guided by RFP



64	9.16.11	66	<p>9.16.11 Consequences of Termination of the Selected Bidder</p> <p>a. In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the terminated Bidder in relation to the execution/continued execution of the scope of the work defined in RFP.</p> <p>This period of transition shall not exceed six months from the effective date of termination. Nothing herein shall restrict the right of LIC to invoke the Performance Bank Guarantee and take other actions as defined in this RFP and pursue such other rights and/or remedies that may be available under law or otherwise, subject to providing the bidder a thirty days cure period in writing.</p> <p>b. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the RFP that are expressly or by implication intended to come into or continue in force on or after such termination.</p>	<p>We request this clause be discussed with winning bidder basis the scope of colocation services. We request clarity that Bidder will be paid in full for all services rendered until the date of termination.</p>	Please be guided by RFP
----	---------	----	---	---	-------------------------



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

65	9.17.4	68	<p>9.17.4 Warranties The Vendor will have to represent and warrant that: a. It has the right to enter into the Contract resulting this RFP; b. It has all rights, title, licenses, interests and property necessary to lawfully perform the Services; c. Its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services; d. The Services will be complete, accurate and free from material faults; and e. It will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into LIC's systems or any Deliverables any Harmful Code.</p>	<p>We request the following sub-clauses be deleted or amended only to the extent as stated below -</p> <p>9.17.4 Warranties The Vendor will have to represent and warrant that: d. The Services will comply with agreed Service Level Agreements (SLAs); and</p> <p>We request sub-clause (e) be deleted since bidder does not have any access or visibility into LIC systems in colocation services model.</p>	Please be guided by RFP
66	9.20.	68	<p>9.20 Fraud and Corrupt Practices</p>	<p>We request this clause be made mutual and applicable for both parties.</p> <p>We also request deletion of the following since fraudulent practices have remedy in law -</p> <p>In such an event, the LIC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to LIC for, inter alia, time, cost and effort of LIC, in regard to the RFP, including consideration and evaluation of such bidder's Proposal.</p>	Please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

67	9.19 and 9.46	68 and 86	<p>9.19 Assignment The successful bidder shall not assign, delegate or otherwise transfer any of its rights or obligation under this Contract without prior written permission of LIC.</p> <p>9.46 Assignment and Novation A party may only assign its rights or novate its rights and obligations under the contract with the prior written consent of the other party.</p>	<p>We request these clause be amended to read as stated below -</p> <p>The successful bidder shall not assign, delegate or otherwise transfer any of its rights or obligation under this Contract to any third party without prior written permission of LIC. However, the following shall not be considered as assignment to a third party i) transfer to a Bidder's affiliate; (ii) an IPO or (iii) on a transfer to a financial sponsor where Bidder remains the operator</p>	Please be guided by RFP
68	9.23	72	<p>9.23 Contracting a. The notified Bidder who submits the Performance Bank Guarantee as above will enter into the contract for the execution of this project with LIC as per the terms and conditions of this RFP. b. LIC reserves the right to incorporate standard contract provisions and the contract shall at all times be compliant to: 1) "Contract Agreement for Selection of System Integrators/ Implementation Agencies" http://deity.gov.in/content/rfp-standardization-model-rfps-and-guidance-notes 2) Provision of the CVC, GEM and GOI on procurements. General Financial Rules 2017 for contract management. https://dea.gov.in/sites/default/files/GFR2017%20%282%29.pdf 3) "Contract Agreement for Selection of System Integrators/ Implementation Agencies" https://www.meity.gov.in/writereaddata/files/eDistrict_Model-SI-RFP-Volume-3_Sep2012.pdf</p>	<p>We request LIC to let the bidders know the precise contract terms which are to be entered into by the winning bidder. LIC to kindly confirm if bidders should consider the terms and conditions stated specifically in this RFP as final for contracting purpose</p>	Please be guided by RFP



**RFP for providing Data Center Services for hosting of infrastructure for
LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries**

69	9.25	73	<p>9.25 Pricing & Taxes 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, 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. Once prices are approved by LIC, The Vendor should not under any circumstances request for an increase in them except for power related prices.</p>	<p>“Appropriate taxes” referred in clause (c) includes GST charged in our invoice ? As mentioned above, we can not provide proof of having paid the taxes. Request to kindly revise this based on the above given facts</p>	Please be guided by RFP
70	9.27	74	<p>9.27 Repeat Orders. LIC reserves the right to place repeat orders for additional rack space, seating, permanent storage space, hardware and services on the same, terms & conditions.</p>	Kindly confirm if this request will be made by way of an offer	Please be guided by RFP
71	9.32 and 9.33	78, 79	<p>9.32.4 IPR Warranty The Vendor will warrant that: a. The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and</p>	We request deletion of this sub-clause since there are no deliverables which could be a subject of IP infringement in colocation as a service. We also request deletion of clauses 9.32.1 to 9.32.6 and Section 9.33 are these are not applicable to colocation services.	Please be guided by RFP
72	9.34.2	82	9.34.2 Liquidated Damages	Since SLAs cover the penalties, we request to kindly remove LD as a separate parameter	Please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

73	9.34.2	82	<p>9.34.2 Liquidated Damages b. There shall be a penalty for non-adherence to the time schedule as per Annexure K. The total penalty will be capped at 10 % of the total contract value. c. Penalties: All activities have to be completed as per agreed timelines. For the first 6 weeks, penalty of 1% of the total contract value will be imposed for the related Phase per week of delay or part thereof. Thereafter, the rate of penalty will be 2% of the total contract value of the related Phase per week or part thereof.</p>	<p>We request Liquidated Damages to be the sole remedy for any delays.</p> <p>Request to restrict the Liquidated Damages against only the delayed/unperformed One Time implementation/One Time billing components of the project and not against TCV. We also request that the liquidated damages be limited to 0.5% of delayed/unperformed One Time implementation Services for delay of each week or part thereof maximum up to 5% of delayed/unperformed One Time implementation Services .</p>	Please be guided by RFP
74	9.34.2	82	<p>9.34.2 Liquidated Damages d. If the penalties are beyond 10% of the total contract value then LIC may rescind the Contract and shall be free to get it done from some other source at the risk and costs of the Bidder. The Bidder may be debarred for applying in future assignments. The PBG of the vendor will be forfeited. LIC reserves the right to award the bid to second/subsequent bidder or go for retender.</p>	<p>We request that any such amounts shall not exceed 10% of the differential costs and is the sole remedy for such termination.</p>	Please be guided by RFP
75	Annexure C	101	<p>Annexure C: Eligibility Criteria 13. The bidder must be hosting at the proposed site at least 3 organisations which should be RBI regulated Commercial banks /IRDAI regulated Insurance company operating in India and should be active on the date of bid submission in the proposed colocation Data Centre.</p> <p>Among the 3 organisations, the bidder must be providing colocation services for minimum 1 organisation for 100 racks or 3000 sq ft. server area as on the date of bid submission at proposed colocation site OR The bidder has been technically shortlisted for commercial evaluation by minimum 1 organization RBI regulated Commercial banks /IRDAI regulated Insurance company for minimum 100 racks or 3000 sq. ft. server area in the calendar year 2023 and 2024 for the proposed colocation site.</p>	<p>This clause restricts if bidders want to propose a new data center with state-of-the-art features/ specifications. Request to kindly change "proposed site" to "proposed site/DC Campus or any of the Data Center managed by the bidder in India".</p>	Please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

76	Annexure C.1	103	Annexure C.1 : Scope of Work and Specifications 3. Termination for Convenience: LIC, for its convenience, may terminate / cancel the contract in whole or in part with a 3-month written notice. In such situation, the Service Provider will be entitled to receive payments only for the services delivered (as per LIC's Purchase Orders) upto the effective date of termination / cancellation. In case of partial termination / cancellation, the reservation charges will be applicable to only those number of racks which LIC decide to continue as contracted capacity, at that time.	Bidders need to invest upfront to take up this project. The investment goes into reserving the space for required racks, additional racks, caging etc. Termination for Convenience will leave a severe impact on the bidders if happens before a mutually agreed lock-in period. Hence, request to either remove this clause or put a minimum 4years lock-in period.	Please be guided by RFP
77	Annexure C.1.4	103	Annexure C.1 : Scope of Work and Specifications 4. There will be some racks of proprietary systems OEM like IBM, HP, etc. Dimension of these racks are larger than usual 42U Racks.	Please specify the exact dimensions (Height, Width, Depth) of the racks.	Please be guided by RFP
78	Annexure C.1:	103	Annexure C.1 : Scope of Work and Specifications 5. Power requirement will be 12 KVA per rack, which may go upto 16 KVA.	are all racks expected to reach this This 16KVA power requirement. Please provide the count of the racks that are expected to reach 16KVA.	Please be guided by RFP
79	Annexure C.1:	103	Annexure C.1 : Scope of Work and Specifications 6. The power charges will be paid actuals based the actual consumption. A separate power meter to be provided and power will be payable in actual usage basis.	Is a power meter required for all the Racks at PDU level, Or at the Floor PDU level. Is there a requiremny of any Smart PDU with power monitoring.	Please be guided by RFP
80	Annexure C.1	104	Annexure C.1 : Scope of Work and Specifications 15. If the bidder did not provide the additional rack space or seating space within 6 weeks from LIC request, LIC may terminate the contract and may blacklist the service provider.	We request to remove this clause. Project delivery timelines should be discussed and agreed mutually.	Please be guided by RFP
81	Annexure C.1	104	Annexure C.1 : Scope of Work and Specifications 15. If the bidder did not provide the additional rack space or seating space within 6 weeks from LIC request, LIC may terminate the contract and may blacklist the service provider.	Please share the expected seating requirments, for currrent future increaments	Please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

82	Annexure C.1	105	Annexure C.1 : Scope of Work and Specifications 21. The proposed Data Centre should have Air Quality in Co-location site should be of severity level G1 (mild) as per ISA-71.04.	We follow NAAQS(National Ambient Air Quality Standards) and NIOSH(National Institute of Occupational Safety and Health) standards to check the air quality in our Data Centers. Hence request to include NAAQS & NIOSH standards also in this clause. Else, kindly allow us to submit the reports as per NAAQS & NIOSH standards.	Please be guided by RFP
83	Annexure C.1	109	Annexure C.1 : Scope of Work and Specifications 53. The bidder should provide maintenance reports of all equipment like UPS, DG Set, Chiller, Transformers, Fire System etc. as and when required by LIC. Further, LIC may request for detailed reports from respective OEMs for audit purposes. Bidder should provide the necessary information as and when require by LIC / LIC appointed Auditors.	This needs to be parked for now and to be agreed as per final scope of work during contract negotiation phase. As per our internal policies and confidentiality reasons, sharing of reports is confined to signed Scope of Work with our customers. All the reports cannot be shared with customer however, team can showcase the report during scheduled customer audit. Hence, request to kindly keep this open for further negotiation with Successful bidder	Please be guided by RFP
84	Annexure C.1	110	Annexure C.1 : Scope of Work and Specifications 70. The bidder shall accommodate LIC's Fire vault cabinet in the storage area. Fire vault will be supplied by LIC. Approximate weight of the Fire vault cabinet will be around 400Kg	Please share the exact dimensions.	Please be guided by RFP
85	Annexure C.1	111	Annexure C.1 : Scope of Work and Specifications 75. The SP shall provide the sanitary accommodation to LIC's representative at the site.	Please elaborate on the required "accommodation". What is expected.	Please be guided by RFP
86	Annexure C.1	111	Annexure C.1 : Scope of Work and Specifications 81 The service provider shall provide adequate two wheeler and four wheeler parking facility for LIC officials/ vendors working in the colocation site. Apart from that, parking for a minimum of two cars should be made available during the visit of LIC officials /persons authorized by the LIC .	Please share the number of parking spots required for 2 wheeler and 4 wheeler	will be shared with successful bidder



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

87	Annexure C.1	112	<p>Annexure C.1 : Scope of Work and Specifications</p> <p>85. Making the Server / cage area ready with racks and all cabling and available for setting up LIC's IT infrastructure in racks (Site should be ready with electrical cabling, LAN cabling and other facilities.) ii. Seating arrangement for LIC appointed onsite personnel (along with necessary furniture, electrical power, etc.)</p> <p>Site completely ready for Inspection and acceptance testing. The site inspection may be conducted by LIC officials / appointed consultant / System Integrator / Application vendor etc. for this purpose</p> <p>Timelines – 6 Weeks , Early Access : 1 Week, Ready for Service(Desired): 4 Week.</p> <p>The project timelines from the date of acceptance of the Purchase Order Bidder has to confirm the acceptance of Purchase Order within 3 days from date of placing the order or it will be deemed accepted.</p>	<p>We request to keep this open for further discussion. Project delivery timelines should be discussed and agreed mutually.</p>	Please be guided by RFP
88	Annexure C.1	112	<p>Annexure C.1 : Scope of Work and Specifications</p> <p>86. The bidder should confirm in writing the readiness of the co-location site to LIC, as and when the site is ready for installation of LIC's IT Infrastructure but not later than 6 weeks.</p> <p>The LIC along with its consultants (if required) will conduct an inspection and verify the readiness for implementation of its IT Infrastructure. Observations if any conveyed by LIC / LIC appointed consultant to be complied within the project timelines. Billing will be started from the date of sign off given by LIC.</p>	<p>We request to keep this open for further discussion. Project delivery timelines should be discussed and agreed mutually.</p>	Please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

89	Annexure C.1	113	Annexure C.1 : Scope of Work and Specifications 88. Price Composition: TCO is for Hosting Co-location facility for LIC's Data Center site. The price quoted should be inclusive of all charges as per LICs requirement mentioned in Annexure - Commercial Bid The commercial bid should be submitted by successful bidders in the commercial bid format attached to this bid. The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.	Can we submit the price bid in our own format?	No Please be guided by RFP
90	Annexure C.1	113	Annexure C.1 : Scope of Work and Specifications 92. LIC will not pay any Labour charges for transportation, installation of software, miscellaneous charges separately. All such costs, if any, should be absorbed in the TCO	This may not applicable since Colocation service provider does not have access to any of the customers data, system, applications, network etc. Request to kindly remove.	Please be guided by RFP
91	Annexure D. 23	118	The humidity at the Co-location Site should be maintained at 55 % +/- 5% RH.	Request LIC to please change this to 50+/-10%	Please be guided by RFP
92	Annexure D.1	124	Annexure D.1: Technical Bid Evaluation 4. Experience in Data Centre co-location business (less than 3 years – 7 marks & greater than or equal to 3 years – 10 marks)	Since the requirement of the RFP is critical and long term, we request to kindly revise the upper limit to 10years.	Please be guided by RFP
93	Annexure D.1	124	Annexure D.1: Technical Bid Evaluation 5. Proposed Data Center site is Tier 3/rated 3 or Tier 4/rated 4 (Tier 3/rated 3 - 7 Marks and Tier 4/rated 4 - 10 Marks)	Since the primary requirement of the RFP is to propose Tier-III data center, we request to kindly remove this scoring criterion.	Please be guided by RFP
94	Annexure D.1	124	Annexure D.1: Technical Bid Evaluation 7. Making the Server / cage area ready with racks and all cabling and available for setting up LIC's IT infrastructure in racks. Site completely ready for Inspection and acceptance testing. Early Access (1 Week Mandatory) Ready for Service 4 Weeks : 10 Ready for Service 6 Weeks : 5	Request to kindly remove this. Since the project delivery timelines have to be mutually negotiated and agreed, this has to be kept open till finalization of scope.	Please be guided by RFP
95	Annexure D.1	124	Annexure D.1: Technical Bid Evaluation 8. No of Racks among the submitted References Primary Site: BFSI Client Reference with 200 or more Racks Purchase Order - 10 Marks BFSI Client Reference with > 100 Rack Purchase Order - 7 Marks	This clause restricts if bidders want to propose a new data center with state-of-the-art features/ specifications. Request to kindly change "proposed site" to "proposed site/DC Campus or any of the Data Center managed by the bidder in India".	Please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

96	Annexure F	128	<p>Annexure F: Non-Disclosure Agreement WHEREAS, the Respondent is aware that during engagement with Life Insurance Corporation of India during the Proof of Concept Engagement , the Respondent may be gathering information on LIC's Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., ("Proprietary Information") indicated as confidential by LIC and made available to the Respondent., is privileged and strictly confidential to and / or proprietary of LIC.</p>	<p>We request that this NDA be made mutual to cover confidential information of Bidder as well</p>	<p>Please be guided by RFP</p>
----	------------	-----	---	--	--------------------------------



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

97	ANNEXURE G (D)	138	<p>ANNEXURE G: INDICATIVE COMMERCIAL BID D: Rate freezing for optional items the contract period (5 years) 17. LAN cabling (Structured Cabling per rack) Structured LAN cabling with patch panel / LIU from the Network rack to the Server Racks as per the network design finalized with the LIC's network team. LAN cabling should support 10G speed from the first day. Service provider has to use LAN cable, patch card and patch panel of Corning/Commscope/Panduit/Siemon only.</p>	<p>Request to kindly add the undermentioned points in the RFP since they are critically required to calculate the Labour efforts:</p> <ol style="list-style-type: none"> 1. Pulling of MMF indoor Fiber Cable (Will calculate the length of cable for the required connectivity) 2. Splicing of Pigtails (this depends on the number of ports and core of fiber used accordingly) 3. Laying of Fiber Patch Cords (Labour for laying the fiber patch cords) 4. Dressing & Labelling of patch cords (Dressing of all the cables) 5. Termination, Testing Charges Including Cable Pulling For Data In Existing Trunking Or Conduit for Server Racks Cabling (Copper termination on the patch panels) 6. Laying of Copper Patch Cords (Labour for laying the copper patch cords) <p>Since RFP mentions that the cabling is required for 10Racks that will be shifted from LIC office. Shall we consider one network rack out of 10racks and 9 racks as server racks so that all the cabling from server racks will be terminated to network rack. Also shall we consider 24 ports of cat6a copper and 24 ports of fiber between the network to server racks so that we can calculate the labour accordingly.</p>	Please refer corrigendum-II
98	Annexure H	141	Annexure H: Compliance Statement	Kindly let the bidders to know the purpose of this Annexure since the deviations are asked separately in Annexure H.1 and Annexure H.2	Please be guided by RFP
99	Annexure K	148	<p>Annexure K: Contract Agreement /SLA -Terms & Conditions 1. Levels and Definitions: Typical Resolution time --> Critical: Within 5 minutes; Key: Within 15 minutes</p>	Request to kindly remove the Resolution time since the bidders may have heavy dependency on OEM to rectify the issue. Since we are committed to provide uptime of 99.982% LIC can impose penalties incase of any breach of SLAs	Please be guided by RFP
100	Annexure K	148	<p>Annexure K: Contract Agreement /SLA -Terms & Conditions 2. Service Levels</p>	Since bidders are committed to provide uptime of 99.982% as per Tier-III standards, LIC can impose penalties or ask for service credits in case of any breach of SLAs. Hence we request to remove other SLAs/Penalties	Please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

101	Annexure K	149	Annexure K: Contract Agreement /SLA -Terms & Conditions 3. Performance Measurements:	Since bidders are committed to provide uptime of 99.982% as per Tier-III standards, LIC can impose penalties or ask for service credits in case of any breach of SLAs. Hence we request to remove other SLAs/Penalties	Please be guided by RFP
102	Annexure K	150	Annexure K: Contract Agreement /SLA -Terms & Conditions 5. Fault Reporting, Trouble Ticketing and Call Closure Procedure	Since bidders are committed to provide uptime of 99.982% as per Tier-III standards, LIC can impose penalties or ask for service credits in case of any breach of SLAs. Hence we request to remove other SLAs/Penalties	Please be guided by RFP
103	Annexure K	151	Annexure K: Contract Agreement /SLA -Terms & Conditions 6. Link Uptime:	Since bidders are committed to provide uptime of 99.982% as per Tier-III standards, LIC can impose penalties or ask for service credits in case of any breach of SLAs. Hence we request to remove other SLAs/Penalties	Please be guided by RFP
104	Annexure K	152	Annexure K: Contract Agreement /SLA -Terms & Conditions 7. Additional link penalty:	Since bidders are committed to provide uptime of 99.982% as per Tier-III standards, LIC can impose penalties or ask for service credits in case of any breach of SLAs. Hence we request to remove other SLAs/Penalties	Please be guided by RFP
105	Annexure M	155	Annexure M: Authority Letter	Request to kindly accept Board Resolution instead of Annexure M: Authority Letter	Please be guided by RFP
106	Annexure Q	161	Annexure Q: Declaration for Compliance All Terms and Conditions including scope of work except technical specifications We hereby undertake and agree to abide by all the terms and conditions stipulated by the LIC in this bid including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).	Considering the complexity of this project, agreeing with the entire RFP Content may not be possible by the time of bid due date. Hence, we kindly request you to allow the bidders to highlight, the difficulties/concerns/deviations if any found in RFP document (including all T&Cs and Technical requirements) and keep them open for further mutual discussion & negotiations till finalizing the contract agreement. We request that the bidder be given an opportunity to state some key deviations and discuss and agree on those with customer if the bidder is the winning bidder.	Please be guided by RFP
107	Annexure R	162	Annexure R: LIC Bank Account Details	Kindly share a high resolution image or provide the details in Text format since the image available in RFP is not clearly visible.	Please refer revised Annexure R



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

108	Annexure S:	164	Annexure S: Activity Schedule 9. Last Date & Time for Bid Submission	Submission date set for both MMR and BLR RFPs is same. We request to please provide at least 7 working days gap between two RFPs	Please be guided by RFP
109	Annexure S:	164	Annexure S: Activity Schedule 9. Last Date & Time for Bid Submission	Request to kindly provide at least two weeks (15 working days) to submit the bid post release of Pre-Bid Response.	Please be guided by RFP
110	Annexure U	168	Annexure U: Undertaking for Warranty and Quality Assurance We hereby accept all the Term & Conditions of the RFP and extend Quality Assurance for a period of Five years from the date of installation as per the terms and conditions stated in the RFP document referred above.	Considering the complexity of this project, agreeing with the entire RFP Content may not be possible by the time of bid due date. Hence, we kindly request you to allow the bidders to highlight, the difficulties/concerns/deviations if any found in RFP document (including all T&Cs and Technical requirements) and keep them open for further mutual discussion & negotiations till finalizing the contract agreement. We request that the bidder be given an opportunity to state some key deviations and discuss and agree on those with customer if the bidder is the winning bidder.	Please be guided by RFP
111	NA	NA	Annexure C: Eligibility Criteria Annexure C.1: Scope of Work and Specifications Annexure D: Technical Compliance ANNEXURE G: INDICATIVE COMMERCIAL BID Annexure N: Compliance Sheet for Bid Qualification Annexure R: LIC Bank Account Details	Request to kindly provide the following RFP sections in MS Excel format Annexure C: Eligibility Criteria Annexure C.1: Scope of Work and Specifications Annexure D: Technical Compliance ANNEXURE G: INDICATIVE COMMERCIAL BID Annexure N: Compliance Sheet for Bid Qualification Annexure R: LIC Bank Account Details	uploaded with corrigendum-II
112	NA	NA	NA	We understand there is EMD and Bid Processing Fee of INR 11,800/ are applicable to bid for this RFP. Kindly specify/confirm if there is any other charges to paid to Tenderwizard portal when the bidder login into the website: www.tenderwizard.com/LIC or during online bid submission.	yes tender wizard registration fees



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

113	NA	NA	NA	As discussed in Pre-Bid Meeting on 20th Aug 2024, we are considering the below. Kindly confirm 1. Bid submission is only on website: www.tenderwizard.com/LIC which is online 2. No need to submit the hardcopy of Technical Bid or Price Bid. 3. Bidders need to submit the hardcopy to EMD BG and Integrity Pact either on date of bid submission or the next working day. 4. NDA is applicable only to Successful Bidder and hence not required at bid submission stage.	yes
114	General	-	General	We understand that there is no physical movement (Lift & Shift) of IT infra/ assets/ equipment that is required as part of this RFP. Kindly confirm.	NO LIFT AND SHIFING FROM other data center
115	5.1 Data Centre Location and specification	33	4. The facility should be capable of hosting 42U Rack capacity with a provision to expand	We understand all racks will be of dimensions 800W x 1200D.	Please be guided by RFP
116	5.1 Data Centre Location and specification	34	16. The Data Center should be fully redundant in terms of electrical circuits, cooling and network.	We understand that the redundancy for facility must be as per TIA Rated-3 norms i.e., 2N for UPS and minimim of N+1 for other systems.	Please be guided by RFP
117	5.3 Power switches and other items related to Power	35	2. The power density of minimum 12 - 16 KVA per rack should be provided.	We understand that minimum power of 12KVA is required. Kindly mention whether this is rated power or consumed power. Also, kindly confirm what is the total capacity to be factored across 60 racks?	Please be guided by RFP
118	5.3 Power switches and other items related to Power	35	5. Single phase and three-phase power should be made available to support LIC's equipment in the caged area.	Please confirm on number of racks each requiring single phase or three phase power supplies.	will be shared with successful bidder
119	5.4 Network and Network Cabling	36	5. The link extension from the DC service provider's communication room till the server cage area will be done by the DC service provider.	Kindly confirm on the total number of links / cross connects needed to be provisioned to facilitate the link connectivity. Also, please mention whether Fiber or copper cross connects are required.	Please be guided by RFP
120	9.4 Payment Terms	52	a. All payments by LIC will be made quarterly in arrears excluding monthly power charge, while power charges will be paid monthly in arrears on consumption basis throughout the tenure of the contract.	Request to kindly consider payment as monthly in arrears since uptime is also required to be measured on monthly basis as per RFP.	Please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

121	Section 3.15/ Page 27	Prices	<p>a. Prices payable to the vendor will be fixed except power charge as derived from the Final L1 quote after Online Reverse Auction and will be inclusive of GST. Prices once fixed will be valid throughout the entire contract period except power related prices (sub clause 9.3.1)</p> <p>b. The vendor will in no circumstance be entitled to any escalation of costs or price of any material / items supplied or services tendered under the contract. The prices will not be subject to variation on any account except power related prices (sub clause 9.3.1).</p>	<p>under the terms of the colocation services agreement, a Year-over-Year (YOY) price increment shall apply to the base rates of the colocation services provided. This increment is necessary to account for inflationary pressures, operational cost increases, and other relevant economic factors over the contract period. Furthermore, it is understood and agreed that the billing for power consumption shall be based strictly on actual usage. The power charges will be calculated according to the metered consumption at the rates specified in the contract, with no additional markup or adjustment beyond the actual usage costs incurred</p>	please be guided by RFP
122	Section 3.16 and Section 3.17 / Page 27	Taxess	<p>3.16 Taxes and Duties</p> <p>a. Vendors will be entirely responsible for all taxes, duties, license fees, road permits, and transit insurance etc., except GST incurred until delivery of the contracted services to LIC, however LIC will provide requisite letters for road permits.</p> <p>b. GST, if any, will be reimbursed only in actual on production of appropriate receipts within 15 days of such tax payment to the respective authorities by the vendor.</p> <p>3.17 Deduction of Taxes at Source</p> <p>LIC will deduct taxes from the amounts due and payable to the vendor wherever applicable. 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>The Tax clauses needs minor changes as below:</p> <p>3.16 Taxes and Duties</p> <p>a. Vendors will be entirely responsible for all taxes, duties, license fees, road permits, and transit insurance etc., except GST incurred until delivery of the contracted services to LIC, however LIC will provide requisite letters for road permits.</p> <p>b. GST, if any, will be reimbursed only in actual on production of Tax invoice with separate line item of Taax appropriate receipts within 15 days of such tax payment to the respective authorities by the vendor.</p> <p>3.17 Deduction of Taxes at Source</p> <p>LIC will deduct taxes from the amounts due and payable to the vendor wherever applicable. LIC will provide vendor with the statement of any taxes deducted by LIC on payments under the contract subject to lower TSD deduction certificate submitted by vendor if any.</p> <p>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>	please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

123	Section 8 / Page 50	SUBCONTRACTING	As per scope of the RFP, the subcontracting may be explicitly prohibited or permitted. If there is no mention of subcontracting in the RFP, Bidder has to obtain written permission from LIC before contracting any work to subcontractors and obtain LIC's authorization to sub-contract for areas in the scope of work to be provided to LIC pursuant to this RFP. LIC at its own discretion may permit or deny the same	As a part of colo services, we do engage third party providers. Therefore, we request the right to hire vendors (subcontractors) for this scope. At all times, STTGDCI shall remain responsible for the acts or omissions of its vendors.	please be guided by RFP
124	Section 9.1 / 51	Contract Period	The DC site of LIC must be up and running so as to commence the required services within 30 days from award of contract, failing which Life Insurance Corporation of India reserves the right to levy penalty, as stipulated in the RFP.	We need to discuss internally and update, however this need to review again	please be guided by RFP
125	Section 9.2 / 51	Insurance	The Data Center infrastructure to be offered will be covered under comprehensive insurance by the successful bidder against all risks of loss or damage, at his cost. However, taking out insurance policy shall not absolve supplier from his responsibility and liability of replacing same part/subsystem in the event of loss/damage/misplacement etc. if not covered by insurance.	LIC has to insure its equipments/servers/material located at colocation space.	LIC will insure its equipments/servers/material located in the racks



126	9.6 Completeness Responsibility	<p>a. Offer from bidder has to be complete in all respects to comply with the specifications, whether some items are specifically mentioned or not, but required to comply with the quality, quantity and other features of the services.</p> <p>b. Notwithstanding the scope of work, engineering, supply and services stated in the RFP document, any equipment, item, material, services, licenses, technical data, engineering or technical services etc., which might not have been specifically mentioned under the scope of supply of this RFP and which are not expressly excluded from the RFP, but which are necessary for the performance of the quoted solution to comply with the specifications, will be treated to be included in the bid and will have to be provided (and /or performed) by bidder, at no extra cost to LIC.</p>	<p>As a Data Center colocation service provider, our role within this RFP is to provide the physical infrastructure, including space, power, cooling, and security, necessary to support the housing and operation of LIC's IT equipment. Our services are specifically limited to the provisioning and management of these colocation facilities.</p> <p>Regarding clause (a), we confirm that our offer will be complete and compliant with all the specifications related to colocation services as explicitly mentioned in the RFP. However, we wish to clarify that our responsibilities do not extend to the provision of any IT equipment, software, licenses, or related services that are outside the scope of colocation.</p> <p>For clause (b), while we acknowledge that all necessary components required to fulfill the colocation services will be included in our bid, we respectfully submit that any additional equipment, services, or licenses necessary for the performance of IT solutions, which fall outside the scope of colocation, should be provided by the appropriate IT service providers. These items are not within our purview and would necessitate separate agreements or procurements.</p> <p>We seek LIC's confirmation that our obligations will be confined to those services directly associated with colocation as described in the RFP, and that any additional requirements beyond this scope will be addressed</p>	please be guided by RFP
-----	---------------------------------------	---	---	-------------------------



127	Section 9.8.1 / Page 56	Indemnity	<p>successful bidder shall indemnify, protect and save LIC from/against all claims (financial, legal and other), losses, costs, damages, expenses, action suits and other proceeding, resulting from any damage / loss to infrastructure at DC and DR sites, infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc., any claims from third party, corporation or other entity (including LIC) attributable to the Vendor's negligence or wilful default in performance or non-performance under the contract, other statutory infringements in respect of the DC/DR sites and services provided by successful bidder.</p>	<p>The indemnity attributable to Service Provider's negligence or wilful default in performance or non-performance under the contract is too broad. There are specific remedies for breach which should be invoked and indemnity should only be for specific instances. Also indemnity obligations should be mutual as there could be claims/sanctions/adverse orders from government authorities on account of LIC's data stored/transmitted from servers or any other acts/omissions of the personnel of LIC. We have proposed for a clause casting reasonable indemnity obligations on both parties. Further the Services rendered doesn't not involve any IP hence all related provisions and indemnity to IP rights should be deleted for this engagement.</p> <p>" a) Each Party shall indemnify, defend, and reimburse the other Party from and against any claims by third parties (including any governmental authority) as a result of personal injury or death caused by such Party's gross negligence or wilful misconduct. The Customer shall also indemnify, defend and hold the Service Provider harmless from any and all claims (including claims by any governmental authority seeking to impose penal or criminal sanctions or otherwise sealing of any portion or imposing any restrictions on use of any part of the premises or Facilities of the Service Provider) relating to the Customer's or its End Users' use or misuse of the Services or violation of the Colocation Guidelines. "</p>	please be guided by RFP
-----	----------------------------	-----------	---	---	-------------------------



128	Section 9.9 / Page 56	Liability	<p>Except in cases of criminal negligence or wilful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the vendor and used/consumed by LIC, the Supplier/vendor shall not be liable to LIC, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/vendor to pay liquidated damages to LIC and the aggregate liability of the Supplier/vendor to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>	<p>Neither party should be liable for consequential loss regardless of the cause and this should not be subject to any carve out. Also the liability limit should be 12 months MRC excluding power which is standard industry practice. We have proposed clause to that effect.</p> <p>" 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 WILLFUL 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.</p> <p>The Service Provider's sole liability and the Customer's sole remedy for damages or liabilities resulting in</p>	please be guided by RFP
129	Section 9.10 / Page 57	Insurance	<p>In connection with the provision of the Services, the Vendor must have and maintain for the Contract Period, valid and enforceable insurance policies for: public liability; either professional indemnity or errors and omissions; workers' compensation as required by law.</p>		please be guided by RFP



**RFP for providing Data Center Services for hosting of infrastructure for
LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries**

130	Section 9.11 / Page 57	Business Continuity	<p>In the event of this agreement comes to end on account of termination or by the expiry of the term/renewed term of the agreement or otherwise, the bidder shall render all reasonable assistance and help LIC and to any new service provider engaged by LIC, for the smooth switch over and continuity of the services.</p> <p>b. In the event of failure of the bidder to render the service, without prejudice to any other right LIC shall have as per this agreement, LIC at its sole discretion may make alternate arrangements for getting the services from any other source. And if LIC gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the expenses, if any incurred by LIC in availing such services from the alternative source.</p>	<p>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. The scope of service continuity and expenses to be borne must be mutually discussed and agreed between the parties</p>	<p>please be guided by RFP</p>
131	Section 9.15 / Page 61	Security		<p>For us to take a comply/ abide with the same, we would need to have a clear understanding of LIC security requirements.</p>	<p>please be guided by RFP</p>



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

132	Section 9.16 / Page 62	Termination	<p>In case of any delay, under or non- performance is not cured by the successful bidder within time limit given in this RFP 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/cancel the contract by giving one month's notice, without assigning any reason. The successful bidder agrees and accepts that he shall be liable to pay damages claimed by LIC, in the event of termination/breach of terms of this RFP /contract etc. as detailed in penalty clause in the Annexure - K</p>	<p>LIC may terminate at the end of term of the COF by providing 90 days notice. Any early termination as mentioned in 9.16.1 will attract termination fees. For any breach if not cured in 30 days, LIC may terminate the specific COF. Service provider shall also require termination rights for specific grounds. Further mutual termination rights for any bankruptcy, insolvency, administration, liquidation, receivership or winding up proceeding is commenced in respect of the Defaulting Party.</p> <p>" STTGDCI 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:</p> <p>(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</p> <p>(b) LIC has violated any law, rule, regulation or policy of any Governmental Authority related to the Services or Bank's use thereof; or</p> <p>(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</p> <p>(d) Service Provider receives any direction, notification or instruction from any Governmental Authority to suspend or terminate the provision of Services to LIC.</p> <p>(e) in the event the force majeure event lasts for more than</p>	please be guided by RFP
133			<p>LIC may, at any time, by a prior written notice of 90 days, terminate the contractor and / or reduce the scope of the Services.</p>	<p>Any early termination for convenience or downgrade shall be subject to ETC charges</p>	please be guided by RFP



134	Section 9.16 .2/ Page 63	Termination by LIC for default	<p>without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or part if the Vendor fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Vendor fails to perform any other obligation(s) under the Contract. In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered, and the Vendor shall be liable to LIC for any excess costs for such similar systems or Services. However, the Vendor shall continue the performance of the Contract to the extent not terminated.</p>	<p>Either Party may terminate for material breach of other if not cured within 30 days period. Any cost of procuring services from alternative vendor would mean consequential loss and should be excluded.</p>	<p>please be guided by RFP</p>
135	Section 9.16 .8/ Page 65	Consequences of Termination of the Selected Bidder	<p>In the event of termination of the selected bidder(vendor) due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP, end of project life or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach.</p> <p>b. The terminated vendor shall support takeover of the solution by LIC or a new vendor selected by LIC for continuity of the project during the period of transition. This period of transition shall not exceed six months from the effective date of termination.</p> <p>c. Nothing herein shall restrict the right of LIC to invoke the Performance Bank Guarantee and take other actions as defined in this RFP and pursue such other rights and/or remedies that may be available under law or otherwise.</p>	<p>As a colocation service provider, our role is limited to offering physical infrastructure, including space, power, cooling, and security, necessary for housing and maintaining the IT equipment of LIC. Given the nature of our services, our obligations differ from those of vendors providing software or comprehensive IT solutions.</p> <p>Regarding the provisions related to termination:</p> <p>Obligations upon Termination (Clause a):</p> <p>We acknowledge LIC's need for continuity in the event of a vendor termination. However, as a colocation service provider, our primary responsibility is to ensure that the physical infrastructure remains operational and accessible during any transition period.</p> <p>We agree to cooperate fully by maintaining all infrastructure services during the transition, provided that this remains within the defined scope of our services. Any additional obligations or conditions imposed outside of our agreed-upon services would require further discussion and potential adjustments to the contract.</p> <p>Support for Transition (Clause b):</p> <p>We confirm that, upon termination, we will ensure that the physical colocation facilities continue to operate as required for the transition period, which shall not exceed six months. Our support will include ensuring continued access to the data center and maintaining the necessary</p>	<p>please be guided by RFP</p>



136	Section 9.16 .10/ Page 65	Knowledge transfer	<p>Subject to any qualification or provision to the contrary in the Scope of Work, the Vendor must provide the following assistance to LIC on termination or expiration of the contract:</p> <p>a. Transferring or providing access to LIC to all information stored by whatever means held by the Vendor or under the control of the Vendor in connection with the contract; and</p> <p>b. Making Specified Personnel and Vendor Personnel available for discussions with LIC as may be required. The time, length and subject of these discussions will be at the sole discretion of LIC, provided that any matter discussed is not considered to reveal any 'Commercial-in- Confidence' information of the Vendor.</p> <p>c. The Parties agree that duration of Knowledge transfer shall in no event exceed for more than 90 days.</p>	<p>As a colocation service provider, our primary responsibility under this contract is to maintain and manage the physical infrastructure, including the space, power, cooling, and security necessary for housing LIC's IT equipment. Given the nature of our services, we propose the following clarifications regarding the assistance to be provided upon termination or expiration of the contract:</p> <p>Information Access (Clause a):</p> <p>We confirm our commitment to providing LIC with access to all information related to the physical infrastructure services we manage, including records of power usage, environmental conditions, and physical security logs. However, we wish to clarify that any data stored within the IT systems hosted in our colocation facility remains under the control of LIC and their IT service providers. We do not have access to such data, and therefore, the responsibility for transferring or providing access to this data rests with the respective IT vendors.</p> <p>Personnel Availability (Clause b):</p> <p>We will make our relevant personnel available for discussions with LIC as required, specifically concerning the operation and maintenance of the colocation infrastructure. These discussions will be focused on ensuring a smooth transition and addressing any concerns related to the physical environment. We request that discussions be scheduled with reasonable notice and</p>	please be guided by RFP
-----	------------------------------	--------------------	---	--	-------------------------



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

137	Section 9.16 .11/ Page 66	Consequences of Termination of the Selected Bidder	<p>In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the terminated Bidder in relation to the execution/continued execution of the scope of the work defined in RFP. This period of transition shall not exceed six months from the effective date of termination. Nothing herein shall restrict the right of LIC to invoke the Performance Bank Guarantee and take other actions as defined in this RFP and pursue such other rights and/or remedies that may be available under law or otherwise, subject to providing the bidder a thirty days cure period in writing.</p>	<p>As a colocation service provider, we understand the importance of ensuring a smooth transition and maintaining business continuity in the event of termination. We are committed to fulfilling our obligations to the best of our ability, within the scope of the services we provide.</p> <p>Transition Obligations:</p> <p>We acknowledge LIC's right to impose necessary obligations and conditions to ensure a seamless transition. In the event of termination, we will cooperate fully with LIC and the successor Bidder to facilitate the continued operation of the physical infrastructure that supports LIC's IT environment. Our assistance will include maintaining all critical services, such as power, cooling, and security, for up to six months from the effective date of termination, as required.</p> <p>Performance Bank Guarantee:</p> <p>We recognize LIC's right to invoke the Performance Bank Guarantee as stipulated in the RFP. We respectfully request that this right be exercised following the provision of a 30-day cure period, during which we will make every effort to address any identified deficiencies or breaches. We believe this cure period is essential to allow us to rectify issues and ensure compliance with our contractual obligations.</p> <p>Scope of Transition Assistance:</p>	please be guided by RFP
138	Section 9.32 / Page 78	Intellectual Property Rights		<p>This is not applicable for this engagement. There this and all related provisions, including subclauses should be deleted. Each Party shall be the owner of their existing IP.</p>	please be guided by RFP



139	Section 9.34.2 / Page 80	Liquidated Damages	<p>a. The delivery & installation of the entire system consisting of software and services will be as per the Schedule of Service Level Agreement mentioned in this RFP; failure to do so will attract penalties. If, at any time during the performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the systems and/or Services, the Vendor shall promptly notify LIC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Vendor's notice, LIC shall evaluate the situation and may, at its discretion, extend the Vendor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>b. There shall be a penalty for non-adherence to the time schedule as per Annexure K. The total penalty will be capped at 10 % of the total contract value.</p> <p>c. Penalties: All activities have to be completed as per agreed timelines. For the first 6 weeks, penalty of 1% of the total contract value will be imposed for the related Phase per week of delay or part thereof. Thereafter, the rate of</p>	<p>Sales to review: As a colocation data center service provider, our role in this contract is limited to providing the necessary infrastructure and physical environment required for housing the client's IT systems. The terms outlined in sections a to e of the contract refer specifically to the delivery, installation, and performance of software and IT services, which are outside the scope of our responsibilities as a colocation provider.</p> <p>We would like to clarify that while we fully comply with the requirements for infrastructure support, including power, cooling, and physical security, the implementation and performance of software systems, as well as the adherence to service-level agreements related to those systems, are not within our purview. Therefore, we respectfully request that penalties related to the delivery and performance of software and IT services should not apply to our portion of the contract. Our responsibilities and related penalties should be limited to the aspects of colocation services as specified in the relevant sections of the RFP</p>	please be guided by RFP
140	Sections 9.35 to 9.39 Pages 83 - 84	9.35 to 9.39 - please seek inputs of respective teams		This will remain as per the colocation guideline.	please be guided by RFP
141	Section 9.42 / Page 86	9.42 Transition Support	In the event of expiry of term / termination of the contract the bidder shall provide all such assistance to LIC and/or the new vendor selected by the LIC to access to the facility, use of lift / service lift, entry permission for vehicles, parking of vehicles closer to the lift, providing trolley to carry heavy equipment's, gate pass for the equipments and manpower deployed etc.	as per the colocation guideline process need to take it up.	please be guided by RFP



142	Section 9.52 / Page 88	9.52 Performance Guarantee	<p>a. The proceeds of the unconditional and irrevocable performance guarantee shall be payable to LIC as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract.</p> <p>b. The unconditional and irrevocable performance guarantee will be discharged by LIC and returned to the issuing Bank with intimation to the Vendor not later than 15 days following the date of completion of the Vendor's performance obligations including any warranty obligations under the contract.</p> <p>c. In the event of any contract amendment the Vendor shall within seven days of receipt of such amendment furnish the amendment to the unconditional and irrevocable Performance guarantee rendering the same valid for the duration of the Contract as amended for 30 days after the completion of performance obligations including warranty obligations.</p> <p>d. In the event of any replacement of defective software systems / defective deliverables or part as per this RFP after issuance of PO during the warranty period, the warranty for the replaced material shall be extended to a further</p>	<p>Performance Guarantee (Clauses a, b, and c):</p> <p>The unconditional and irrevocable performance guarantee, as referenced in the RFP, should pertain only to the specific obligations associated with colocation services. These obligations primarily involve maintaining uptime, ensuring adequate power and cooling, and safeguarding the physical infrastructure. The performance guarantee should not be extended to cover software systems or other deliverables outside our scope of work, as we do not supply, manage, or maintain these elements under the contract. We agree to provide a performance guarantee proportional to the value of our services as a colocation provider, and request that this guarantee be discharged within 15 days following the successful completion of our obligations, including the uptime and physical security standards agreed upon.</p> <p>Warranty Obligations (Clauses b, c, and d):</p> <p>Given that our services do not include the provision of software systems or other deliverables that would typically be covered by a warranty, the warranty-related clauses should not apply to our portion of the contract. In the event of any amendment to the contract that extends the term of the colocation services, we will ensure that the performance guarantee remains valid for the amended duration. However, this should be limited to the scope of services we provide, namely colocation and related</p>	please be guided by RFP
143	Annexure A / Page	Integrity Pact	#VALUE!	This is not applicable to STT GDCl as we are Indian bidders	please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for
 LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
 Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

144	Annexure F / Page 131	Non- Disclosure Agreement	<p>The Respondent herein agrees and undertakes to indemnify and hold LIC harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including 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. In the event that the Respondent shall be liable to LIC in connection with this Agreement, the Respondent's liability shall be limited to the value of the Contract.</p>	<p>Indemnity obligation should be excluded from the Non disclosure agreement</p>	<p>please be guided by RFP</p>
145	Annexure F / Page 132	Non- Disclosure Agreement	<p>Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996. The arbitration tribunal shall be composed of a sole arbitrator, and the Parties shall appoint such arbitrator with mutual consent. The place of arbitration shall be Mumbai, India and the arbitration proceedings shall take place in the English language.</p>	<p>This Agreement and all matters arising out of or in relation thereto shall be governed by and construed in accordance with the laws of India. The Receiving Party hereby agrees to submit to the exclusive jurisdiction of the courts in Delhi, India.</p>	<p>please be guided by RFP</p>
146			<p>We propose the following clauses to be added to safeguard interest of Service Provider:</p>		<p>please be guided by RFP</p>



**RFP for providing Data Center Services for hosting of infrastructure for
LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries**

147			<p>Acceptance of Services. Unless otherwise stated in the COF, the Services shall be accepted or deemed accepted in accordance with the following procedure: (i) upon the Customer's receipt of an In-Service Notification for a Service, the Customer will have two (2) business days to test the Service and notify the Service Provider in writing of its acceptance or rejection of the Service; (ii) the Customer may reject a Service only on the basis that the agreed technical specifications, as set forth in the COF, have not been met; and (iii) if the Customer notifies the Service Provider of its rejection, the Service Provider shall remedy the deficiency and a new In-Service Notification will be delivered to the Customer and the procedures set forth in this Section 3 (b) will be repeated. The Customer's failure to notify Service Provider of its acceptance or rejection of the Services within the foregoing time period will be deemed to constitute the Customer's acceptance of such Services.</p>		please be guided by RFP
148			<p>Export Control Regulation. The Parties acknowledge that products, software, and technical information (including but not limited to the Services, technical assistance and training) provided under this Agreement may be subject to export control and sanctions laws and regulations of the U.S. and other countries, and any use or transfer of the products, software, or technical information must be in compliance with all applicable regulations. The Parties will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with all applicable export control and sanctions regulations.</p>		please be guided by RFP



149			<p>The rates and charges set forth in each COF are established in reliance on the Service Term commitment made therein. If the Customer terminates or downgrades any of the Services or part thereof or any COF prior to the expiry of the Initial Term or Service Term (as the case may be) for any reason other than as provided in Section 8(a) above, or in the event Service Provider terminates a COF because of any reasons set forth in Section 8(b) and/or 8(c), then the Customer agrees to pay to Service Provider, within ten (10) days of such termination, an amount equal to one hundred percent (100%) of the Service Fees payable for the Service Term or Initial Term (as may be applicable). The Customer acknowledges that the foregoing is a genuine and reasonable estimate of the Service Provider's loss arising from such termination and constitutes liquidated damages and not a penalty. In addition, the Customer shall be obligated to pay the Service Provider for any Services delivered to the Customer up to the date of termination plus amounts set forth in this Section 8(d).</p>		please be guided by RFP
150			<p>The Service Provider shall have the right to immediately terminate or suspend this Agreement or any COF(s) (as applicable), and discontinue or suspend the delivery of the affected Services (without liability) in the event that (i) the Customer fails to make a payment when due and the Customer fails to cure such breach within fifteen (15) days after receipt of written notice from Service Provider; or (ii) the Customer has violated any law, rule, regulation or policy of any governmental authority related to the Services or the Customer's use thereof; or (iii) the Customer has engaged in conduct that has caused or may cause (in Service Provider's sole reasonable judgment) damage to the Facilities, the Service Provider network or third parties; or (iv) the Service Provider receives any direction, notification or instruction from any governmental authority to suspend or terminate the provision of Services to the Customer.</p>		please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

151			Personal Information. The Customer expressly consents that the Service Provider may use, process and transfer Personal Information, including transfers between Affiliates and transfers between countries, for the provision of Services, account administration, customer service and technical support, billing and reconciliation, operational maintenance and support, fraud detection and prevention, as required by law or regulation in the Service Provider's reasonable interpretation, and to communicate with Customer.		please be guided by RFP
152			Misuse of the Services. (a) the Customer is prohibited from marketing and/or re-branding the Services purchased by it as its own product and services or to resell the Services to third parties without specific prior written permission of the Service Provider. (b) the Customer shall not use the Services nor allow the Services to be used to transmit, distribute or store contents or messages (including e-mail messages) which are illegal, potentially harmful (including but not limited to viruses, worms, password-cracking programs or Trojan horses); or fraudulent or misleading (including but not limited to false, deceptive, or misleading statements, claims, or representations), or to transmit or distribute unsolicited e-mail messages where such e-mail messages could reasonably be expected to provoke complaints (SPAM). (c) the Customer shall also ensure that the contents, communications, data etc. transmitted, processed, controlled, stored, destined and/or sourced from the equipment (including those placed in the colocation space allocated to the Customer in the colocation facility of the Service Provider), cross-connects and network of the Customer shall comply with applicable laws and regulation including data protection laws. The Customer acknowledges responsibility for any grossly negligent or willful acts or omissions resulting in claims by government or statutory authorities seeking to impose penal sanctions or otherwise barring the Service Provider's access to the data centre premises of the Service Provider (or any		please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

153		<p>Colocation Guidelines. The Customer's use of the Services shall at all times comply with the Service Provider's then-current Colocation Guidelines, Service Schedule and other access restrictions and policies, as amended from time to time by the Service Provider and communicated in writing to the Customer or displayed at the relevant data centre facility or otherwise available on the Service Provider's web site. Notwithstanding anything, it is agreed that the Service Provider shall be bound by the code of conduct and policies of the Service Provider only and in no event, any guideline(s) or policy(ies) or code of conduct of the Customer shall be binding or applicable on the Service Provider even if it is acknowledged by the Service Provider.</p>		please be guided by RFP
154		<p>Regulatory and Legal Changes. In the event of any change in applicable law, regulation, decision, rule or order that materially increases Service Provider's costs or adversely affects the Service Provider's delivery of the Services, the Service Provider and the Customer agree to negotiate regarding the rates to be charged to the Customer to reflect such increase in cost or the revisions to this Agreement necessary to equitably adjust for such adverse effect. In the event that the Parties are unable to reach an agreement within thirty (30) days after the Service Provider's delivery of written notice requesting negotiation, then (i) The Service Provider may pass such increased costs through to the Customer upon thirty (30) days' notice and/or revise this Agreement as appropriate to equitably adjust for such adverse effect, and (ii) The Customer may terminate the affected COF without termination liability by delivering written notice of termination no later than thirty (30) days after the effective date of the rate increase or after a materially adverse change to the Agreement pursuant to clause (i).</p>		please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

155	<p>5.7 Fuel & Generators,</p> <p>Annexure C.1 : Scope of Work and Specifications. Point No. 14</p> <p>Technical requirement Point No. 54</p>	37, 104 & 121	<p>Backup generators should be N+1, continuous rating, capable of providing power for 72 hours or continuously if fuel tanks are refilled.</p> <p>Diesel Tanks (for generators) - The Co-location Site should have high-capacity diesel tanks for ensuring 48-hour power backup with contracts for fuel supply on demand.</p> <p>On-site generator, able to handle the load for a period of at least 48 hours at full load, plus fuel contracts with multiple redundant providers with SLAs.</p>	<p>Regarding power backup diesel generators, the clause mentioned on pages 37, 104 & 121 conflicts. Page 38 states that the backup generators should be N+1 capable of providing power for 72 hours, while pages 104 & 121 state that it is 48 hours.</p> <p>We request the customer to keep 48 hours as standard power backup</p>	Please refer corrigendum-II
156	Annexure D: Technical Compliance Point No. 69	37 & 122	<p>5.7 Fuel & Generators</p> <p>Backup generators should be N+1, continuous rating, capable of providing power for 72 hours or continuously if fuel tanks are refilled.</p> <p>To Ensure N+2 redundancy of the DG to cater the Facility Load</p>	<p>As per TIA rated 3 Design the DG Set Back up should be N+1.</p> <p>There are two separate requirements mentioned on page no. 37 (N+1) and Page No. 122 (N+2).</p> <p>Requesting the customer to please amend the same with N+1 redundancy for DG Sets.</p>	Please refer corrigendum-II
157	5.9 Seating Space	38	Network connectivity from the seating space provided by the vendor to the LIC's server area / LAN. For each seat, the vendor shall provide redundant network points (2 points).	Requesting that the customer please confirm the required internet bandwidth at the seating space	Please be guided by RFP
158	9.9 - Liability	57	<p>Except in cases of criminal negligence or wilful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the vendor and used/consumed by LIC, the Supplier/vendor shall not be liable to LIC, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/vendor to pay liquidated damages to LIC and the aggregate liability of the Supplier/vendor to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>	<p>(Unlimited Liability can be accepted only in case of wilful misconduct or criminal negligence)</p> <p>The Supplier/vendor shall not be liable to LIC, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, loss of profits, or interest costs.</p> <p>Notwithstanding anything specified in the contract, except in cases of wilful misconduct or criminal negligence, the aggregate liability of the Supplier/vendor to LIC, arising out of or in connection with this Agreement regardless of the cause of action and whether arising in the contract, tort (including negligence), indemnity, warranty or any other legal theory shall not exceed the total Contract Price.</p>	please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

159	Annexure C: Eligibility Criteria. Point No. 11	100	The Bidder must have minimum average annual turnover of Rs. 36 Crores from Data centre Co-location business / services from India operations for each of the last three (3) financial i.e. FY 2021-22, FY 2022-23 and FY 2023-24. (Certificate from statutory auditor for FY 2023- 24 may be submitted).	Requesting the customer to consider the below. For 2023-2024 in case the financials are not published, a certificate from Chartered Accountant will be submitted.	Please refer corrigendum-II
160	Annexure C: Eligibility Criteria. Point No. 13	101	The bidder must be hosting at the proposed site at least 3 organisations which should be RBI regulated Commercial banks /IRDAI regulated Insurance company operating in India and should be active on the date of bid submission in the proposed colocation Data Centre. Among the 3 organisations, the bidder must be providing colocation services for minimum 1 organisation for 50 racks or 1500 sq ft. server area as on the date of bid submission at proposed colocation site OR The bidder has been technically shortlisted for commercial evaluation by minimum 1 organization RBI regulated Commercial banks /IRDAI regulated Insurance company for minimum 50 racks or 1500 sq. ft. server area in the calendar year 2023 and 2024 for the proposed colocation site.	Requesting the following amendment to the clause, since our Bengaluru DC is a new project & multiple customer projects are under implementation which may not be active during bid submission The bidder must be hosting at the proposed site at least 3 organisations which should be RBI-regulated Commercial banks /IRDAI regulated Insurance company / BFSI / Enterprise operating in India and should be active/under-implementation/technically qualified on the date of bid submission in the proposed colocation Data Centre. Among the 3 organisations, the bidder must be providing colocation services for minimum 1 organisation for 50 racks or 1500 sq ft. server area as on the date of bid submission at proposed colocation site OR The bidder has been technically shortlisted for commercial evaluation by minimum 1 organization RBI regulated Commercial banks /IRDAI regulated Insurance company for minimum 20 racks or 500 sq. ft. server area in the calendar year 2023 and 2024 for the proposed colocation site.	Please be guided by RFP
161	Annexure C.1 : Scope of Work and Specifications Point No. 92	113	LIC will not pay any Labour charges for transportation, installation of software, miscellaneous charges separately. All such costs, if any, should be absorbed in the TCO	The RFP is for a Co-location facility for the LIC Data Center requirement but in the clause, it is mentioned as transportation and installation of software. Requesting the customer to check the same & also please confirm that the project is a green field or migration from existing DC.	LIC will not pay any Labour charges for movement of items within data centre, miscellaneous charges separately. Software mentioned are datacentre specific software All such costs, if any, should be absorbed in the TCO.



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

162	Annexure D: Technical Compliance Point No. 78	113	<p>The Bidder shall provide dedicated Point-to-Point (P2P) links as mentioned in Indicative Commercial Bid from two different service providers between the proposed co-located site and LIC's existing DC at Vile Parle.</p> <p>Handoff: Single/ Mode Fiber with LC connector Latency for all links should be less than 3 ms all the time with link utilization below 70%. Link latency will be measured between router/L3 switch at both ends. Packet loss must be less than 0.05%.</p>	<p>Requesting the customer to please revise the clause as below :</p> <p>The Bidder shall provide dedicated Point-to-Point (P2P) links as mentioned in the Indicative Commercial Bid from two different service providers between the proposed co-located site and LIC's existing DR at Electronic City, Bengaluru-560100,</p> <p>In case the P2P link requirement is from DC in Vile Parle to the proposed DR, the latency will be >20ms.</p> <p>Requesting the customer to please revise the clause as below :</p> <p>Handoff: Single/ Mode Fiber with LC connector Latency for all links should be less than 21 ms all the time with link utilization below 70%. Link latency will be measured between the router/L3 switch at both ends. Packet loss must be less than 0.05%.</p>	Please refer corrigendum-II
163	Annexure C.1 : Scope of Work and Specifications Point No. 93	113	<p style="text-align: center;">Network Link:</p> <p>Two links from different service provider each of 2 Gbps point-to-point (P2P) Fiber Channel Network link latency should be less than 3 ms at any point of time with link utilisation below 70% for links commissioned between Vile Parle Data Center of LIC and the Proposed Site.</p>	<p>Requesting the customer to provide the complete address of the Ctrls Bangalore Data Center with PIN Code for feasibility purpose</p>	Please be guided by RFP
164	Annexure C.1 : Scope of Work and Specifications Point No. 93	113	<p style="text-align: center;">Network Link:</p> <p>Two links from different service provider each of 2 Gbps point-to-point (P2P) Fiber Channel Network link latency should be less than 3 ms at any point of time with link utilisation below 70% for links commissioned between Vile Parle Data Center of LIC and the Proposed Site.</p>	<p>Requesting the customer to provide the list of ISPs currently connected at the Bengaluru data centre where LIC setup are hosted</p>	will be shared with successful bidder



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

165	Annexure D: Technical Compliance. Point No. 31, 43 & 133	119	Dedicated Seating/office space for 03 personnel per shift Seating space for 03 personnel should be secured with Access card / biometric access. Seating space at co-located site (minimum 30 sq ft per seat)	There is a mismatch in the number of seating spaces specified in technical compliance & A1: Recurring charges for co-location facility, so we are requesting that the customer verify the necessary amount of seating space.	Please refer corrigendum-II
166	Table K6	152	Link latency more than 3ms with link utilization less than 60 % at any point of time for link between DC, Vile Parle and proposed co-location site.	Requesting the customer to please revise the clause as below : Link latency of more than 3ms with link utilization less than 60 % at any point of time for the link between existing DR, Electronic City, Bangalore and the proposed co-location site. OR Link latency within 25 ms with link utilization less than 60 % at any point of time for the link between DC, Vile Parle and the proposed co-location site.	Please refer corrigendum-II
167	Annexure D: Technical Compliance	123	78. P2P Channel Link between LIC DC Vile Parle and proposed site The Bidder shall provide dedicated Point-to-Point (P2P) links as mentioned in Indicative Commercial Bid from two different service providers between the proposed colocated site and LIC's existing DC at Vile Parle. Handoff: Single/ Mode Fiber with LC connector Latency for all links should be less than 3 ms all the time with link utilization below 70%. Link latency will be measured between router/L3 switch at both ends. Packet loss must be less than 0.05%.	Should we consider latency between the existing DR site (instead of Vile Parle) in Bengaluru and to proposed DC location in Bengaluru? P2P between Mumbai and Bangalore will have a minimum 22 ms latency. Kindly clarify.	Please refer corrigendum-II



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

168	D: Rate freezing for optional items the contract period (5 years)	138	17. LAN cabling (Structured Cabling per rack) Structured LAN cabling with patch panel / LIU from the Network rack to the Server Racks as per the network design finalized with the LIC's network team. LAN cabling should support 10G speed from the first day. Service provider has to use LAN cable, patch card and patch panel of Corning/Commscope/Panduit/Siemon only.	To compute the cost required for passive cabling, we will require the detailed BoQ of cables, cable types, panels, port count etc. Assuming 10 racks in a single row adjacent to each other the cable length may go beyond 30 meters, however, exact distance will depend on the actual rack position Requesting the customer to add the below items against structured cabling BOQ discussed during the prebid meeting. a. Cable laying charges per meter for UTP 6A and above b. Cable laying charges per meter for Fiber cable c. Termination charges for UTP cable per point d. Termination charges for Fiber cable per point	Please refer corrigendum-II
169	Performance Measurements 3(b)- SLA	149		We hereby propose the following changes:-	Please be guided by RFP
170	Annexure C.1: Scope of Work and Specifications	103	2. The facility should be purpose built for the Data Centre (Mandatory). The proposed Co-location building should preferably be recent and operational for not more than 20 years from the date of bid submission.	Kindly note that purpose-built Data Center buildings are typically having useful life of 40-60 years. Accordingly, kindly consider modification to the clause as follows: " <i>...The proposed Co-location building should preferably : (a) be recent and operational for not more than 20 years from the date of bid submission, or (b) have carried out structural strengthening/ tech-refresh not earlier than 7 years from the date of bid submission.</i> "	Please be guided by RFP
171	Annexure C.1: Scope of Work and Specifications	110	63. The seating area should be provided with comfortable air conditioning. The bidder shall provide Tables, rolling comfortable chairs, drawers with locking facility, telephone extensions for communication between Server cage area and the seating area, in the seating area for 3 personnel.	As per Commercial Bid, Quantity mentioned is 2 nos. Kindly confirm the exact quantity to be considered for bidding purpose.	Please refer corrigendum-II
172	Annexure C.1: Scope of Work and Specifications	110	70. The bidder shall accommodate LIC's Fire vault cabinet in the storage area. Fire vault will be supplied by LIC. Approximate weight of the Fire vault cabinet will be around 400Kg	Kindly share the dimensions of the fire vault sought to be procured.	Please be guided by RFP



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

173	Annexure C.1: Scope of Work and Specifications Project Plan for Implementation	112	85. Timelines - 6 weeks	Request to kindly consider 8 weeks of time to complete handover of DC space since readiness of multiple spaces is required of which some are dependent on our service partners. (Eg: caging setup, seating space, cable laying, etc) Early access: 2 weeks prior (6 weeks)	Please be guided by RFP
174	Annexure D: Technical Compliance	116	3. The server room area should have a raised floor height of minimum 850 mm for ensuring free flow of air conditioned air and for accommodating any High-density rack cooling.	Request to replace '850mm' with '600mm' as the same raised floor height would be sufficient to enable racks cooling and laying power cables adequately.	Please be guided by RFP
175	Annexure D: Technical Compliance	122	69. To Ensure N+2 redundancy of the DG to cater the Facility Load	Request to kindly adhere to Tier-3/ Rated 3 guidelines, which mentions N+1 redundancy for DG set	Please refer corrigendum-II
176	Annexure D.1: Technical Bid Evaluation	124	General question	What is the minimum cutoff score required (out of 100) for a bidder to qualify the technical evaluation?	Please refer corrigendum-II
177	Annexure D.1: Technical Bid Evaluation	124	2. Proposed Data Center site at own premises or Leased premises (Own - 10 & Leased - 7)	Proposed facility is within government-owned and approved STPI (Software Technology Parks of India) land and Bidder has entered into long-term 66-year lease for the same. There are inherent advantages of hosting in an STPI approved facility that align similar to hosting in an owned facility, particularly in terms of operational control, stability, and access to specialized infrastructure and facilities. Due to the government ownership & support, the same is distinguishable from other multi-tenant DC facilities on lease. Hence we request that full marks be awarded in this technical scoring for bidders proposing facility on lease with Government.	Please be guided by RFP
178	Annexure D.1: Technical Bid Evaluation	124	3. Proposed co-location building is operational since how many years from the date of bid submission (Less than 5 years - 10 Marks, 5-10 Years - 7 Marks, 11-20 Years - 0 Marks)	Request to kindly modify clause to reflect as "proposed co-location floor" instead of "proposed co-location building", since new floor with newly installed infrastructure is being proposed for LIC requirement.	Please be guided by RFP



**RFP for providing Data Center Services for hosting of infrastructure for
LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries**

179	Annexure D.1: Technical Bid Evaluation	124	3. Proposed co-location building is operational since how many years from the date of bid submission (Less than 5 years - 10 Marks, 5-10 Years - 7 Marks, 11-20 Years - 0 Marks)	The marking for this clause would be inversely proportionate with experience clause. Kindly note that purpose-built Data Center buildings are typically having useful life of 40-60 years. Accordingly, consider following clause: Proposed co-location facility has undergone floor-strengthening/ tech-refresh since how many years from the date of bid-submission: - Less than 5 years - 10 marks - 5-10 years - 7 marks - More than 10 years - 0 marks	Please be guided by RFP
180	Notes to Annexure G: INDICATIVE COMMERCIAL BID	139	xii. Payment for co-location charges of Powered ON & Powered OFF racks will be made on pro-rata basis as per rate from the date of Racks Powered ON.	While bidder agrees in principle to this clause, kindly confirm the rack deployment schedule for go live of all 60/100 racks.	Please be guided by RFP
181	5.1 Data Centre Location and specification	34	9. LIC envisages an addition of more racks during the period of contract; the VENDOR should be able to provide the same at the contracted rate within the same server hall, contiguous to the existing cage area. In case vendor decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with LIC.	The space for Future expansion is subjected to the feasibility at Site.	Please be guided by RFP
182	5.1 Data Centre Location and specification	34	9. LIC envisages an addition of more racks during the period of contract; the VENDOR should be able to provide the same at the contracted rate within the same server hall, contiguous to the existing cage area. In case vendor decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with LIC.	The space for Future expansion is subjected to the feasibility at Site.	Please be guided by RFP
183	5.3 Power switches and other items related to Power.	36	2. The power density of minimum 12 - 16 KVA per rack should be provided.	Is the 16 KVA is Rated power of the equipment if Yes, Please confirm the Consumed power of the each racks in Watt/ Kilo Watt?	Rated power
184	5.3 Power switches and other items related to Power.	36	2. The power density of minimum 12 - 16 KVA per rack should be provided.	What is the Total Contracted Power to considered in KW?	Please be guided by RFP
185	5.6 UPS	38	1. The proposed Data Center should have 2N UPS and UPS Power Distribution of 2N Active with STS.	Use of STS post N+N UPS configuration is not recommended practice as its add to the failure, Request you to remove the clause.	The bidder to meet Tier-3 and above standard.



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

186	5.9 Seating Space	39	Network connections from LIC's server area/ LAN.	While bidder provides the connectivity, LIC will provide active N/W switch component. Hope understanding is correct. If yes, please confirm if 2C OM3 SM/ MM Fibre link will be mmet the LIC's requirement	The network connectivity from Network rack to server rack will be done by LIC appointed service provider.
187	5.11 Conditions	41	the details of the monitoring and management tools, solution for Helpdesk, the deployment details at NOC and SOC,	We have BMS to monitor the infra. As we are not managing N/W or IT Security operation, NOC and SOC is not applicable for us. Hope that is fine with LIC.	yes your understanding is correct.
188	Annexure C.1 : Scope of Work and Specifications	104	There will be some racks of proprietary systems OEM like IBM, HP, etc. Dimension of these racks are larger than usual 42U Racks. Service provider need to provision the rack space keeping view of the same. The details of OEM Racks will be shared with successful Bidder as and when requirement arises during the contract period.	Required OEM rack details to finalise the Rack layout. Request you to share the details	Please be guided by RFP
189	Annexure C.1 : Scope of Work and Specifications	104	The proposed site shall be certified for standards NFPA 70 & 75 fire protection of IT equipment.	The mentioned requirement is for the fire guidelines. Please allow submission available fire NOC.	Please be guided by RFP
190	Annexure C.1 : Scope of Work and Specifications	107	If required by LIC to monitor the cages from remote location, that feed should be provided to LIC for monitoring its infrastructure remotely. The bidder should provide feeds of CCTV cameras installed in LIC's cage area and seating room to LIC designated site over Network.	Does LIC is want monitoring of their Cage using CCTV system? Due to security reson we restrict BMS network to have open access to the internet. In such scenario, is it acceptable if dedicated desktop placed in the Seating Area? Please confirm	Yes, LIC will monitor LIC's cage area. Please be guided by RFP.
191	Annexure C.1 : Scope of Work and Specifications	107	Auto Email/SMS trigger on incidents like power availability, any failures etc to LIC and also on planned /Unplanned maintenance activities	While planned and unplanned maintenaces to LIC specific Data Hall will be updated however Auto Email/ SMS trigger on common infra cant be shared due to Shared infrastructure. In case Power/ Cooling Failure, incient will be coomunicated to LIC over Email/ Call. Hope this will meet the LIC requirements?	Please be guided by RFP
192	Annexure C.1 : Scope of Work and Specifications	112	The bidder shall provide for staging area at the Co-hosting site for 3 - 5 weeks for initial hardware deployment. However, for further additional activities, if the staging area is required by LIC, LIC shall inform the service provider at least 7 days in advance and the service provider will be expected to provide the staging area for LIC's use for 3 weeks until installation of the hardware. This is separate from the staging area procured by LIC.	What does it mean by separate Staging from the Staging area procured by LIC?	Storage space is procured by LIC which is different from staging area. Temporary staging area as per RFP needs to be provided by the bidder.



RFP for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.
Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: Bengaluru
Response to Pre-Bid Queries

193	Annexure C.1 : Scope of Work and Specifications	113	Timelines – 6 Weeks ,	Caging and installation of CCTV and Biometric access required T+8 Weeks, Hence request you to ammaned the timelines for 8 Weeks with Eacrly access of @ T+ 6 Weeks	Please be guided by RFP
194	Annexure D: Technical Compliance	118	Diesel Tanks (for generators) - The Co-location Site should have high-capacity diesel tanks for ensuring 48-hour power backup with contracts for fuel supply on demand.	Request to made amendment for 24 Hours with contracts for fuel supply on demand	Please be guided by RFP
195	Annexure D: Technical Compliance	119	The humidity at the Co-location Site should be maintained at 55 % +/- 5% RH.	Standard practice is for 50% RH +/-5%. Request you to amemnd the same.	Please be guided by RFP
196	Annexure D: Technical Compliance	121	There should be CCTV monitoring for surveillane of building entrances, exits and other critical areas where LIC's components are placed. The service provider is expected to maintain the CCTV monitoring records for at least 3 months online, post which the service provider is expected to archive such records for CCTV cameras installed within LIC's server area for a period of 1 year and the same should be made available on LIC's request through the period of the contract.	I hope exepctation is for LIC cage only as common facilities are follow the standard Video retention and not specified for LIC dedicated cage. Please confirm	Yes only for LIC's caged area.
197	Annexure D: Technical Compliance	122	The service provider to provide STS (Static Transfer Switch) for the racks in which single power source equipment are installed.	hope Automatic transfer Switch is accpactable instead STS? Please confirm. Please confirm the no of ATS required to be considered	Please refer corrigendum-II
198	Annexure D: Technical Compliance	123	To Ensure N+2 redundancy of the DG to cater the Facility Load	DG will have N+1 Redandancy Configuration as per TIA 942-B guidelines. Request you to consider the same.	Please refer corrigendum-II
199	D: Rate freezing for optional items the contract period (5 years)	137	D: Rate freezing for optional items the contract period (5 years)	The OEM offers rate validity only for 90 days. Request you to allow atleast rate revision for every year	Please be guided by RFP

Secretary (IT/DT)