

 <b>AGRICULTURE INSURANCE COMPANY OF INDIA LIMITED</b> <b>CLARIFICATION ON PRE-BID QUERIES OF RFP FOR AIC - ENGAGEMENT OF INFOTECH SYSTEMS CONSULTANT - 2017</b>				
SL	TENDER SECTION	Tender Clause	PRE-BID QUERIES	CLARIFICATION
1	1.3.1	The list of some OEMs under Project SEWA are as detailed below:	We understand OEM listed in the table are just for SEWACORE. Please clarify whether OEM's for ImV2 and ImV3 will be eligible for Eligibility and Technical criteria	Since #SEWACORE is the main hence its OEM only
2	18.1	Should have completed/undertaken at least 1 Consultancy Assignment/IT Project Management in the last 5 years involving some of OEMs mentioned under Project SEWA. Marks if the criteria are met for: i. 5 or more Consultancy Assignment/IT Project Management - 20 marks ii. 4 Consultancy Assignment/IT Project Management - 16 marks iii. 3 Consultancy Assignment/IT Project Management - 12 marks iv. 1-2 Consultancy Assignment/IT Project Management - 10 marks	Please clarify whether to score full marks in this criteria all the assignment will have to include the OEM's listed in the RFP.	Refer to Amendment to the RFP dated 12.01.2018
3	18.1	Number of experienced resources who have experience on the following: 1) Project management, 2) Database Administrator, 3) Infrastructure and Network, 4) RFP Preparation	Please clarify whether all the resources should have experience in Project management, Database Administrator, Infrastructure and Network, and RFP Preparation	Refer to Amendment to the RFP dated 12.01.2018
4	28.10	Liaise with the Implementation Vendor(s) to monitor the end-to-end implementation including but not limited to requirement gathering, designing, development, testing, data migration, training, and roll out of the Applications/ Modules.	Please provide detailed and complete scope of work. Open ended statement leads to difficulty in calculating effort involved	As per RFP
5	28.23	Assessment of Performance Benchmarking.	Please define Assessment. What are the activities that consultant is supposed to do for Performance Benchmarking.	Refer to Amendment to the RFP dated 12.01.2018
6	28.37	Conduct periodic risk and impact assessment	Please define the periodicity	As per RFP
7	28.40	Review the test strategy, methodology, Review the test plans and test calendars, Perform / Assist AIC in performing user acceptance testing and hardware and infrastructure acceptance testing and Report, manage and monitor the performance benchmark exercise	Kindly clarify if it is Monitor Performance benchmarking or Assessment as defined in 28.23 and please define Assessment of performance benchmarking	Refer to Amendment to the RFP dated 12.01.2018
8	28.36	Review the test strategy, methodology, Review the test plans and test calendars, Perform / Assist AIC in performing user acceptance testing and hardware and infrastructure acceptance testing and Report, manage and monitor the performance benchmark exercise  The Bidder will be required to provide the services of professional testing in the area of User acceptance test, Regression Testing and System Integration Testing .	A. Kindly confirm role of consultant is to conduct the following testing or program manage them: 1. UAT 2. Regression Testing 3. System Integration Testing  B. If we are involved only in program management, tools shall be provided by agency doing the testing.	Refer to Amendment to the RFP dated 12.01.2018
9	28.36	On demand Load testing of the applications.	Please define the frequency for load testing. Should the consultant be responsible for conducting load testing or program manage load testing	As per RFP
10	28.40	Testing of interface of the integrated applications	Interface testing shall be covered under System Integration testing which is separately mentioned. Can you please confirm what differently is required under this line item.	As per RFP
11	28.37	Oversee the process of migration from one generation to another generation of products across DC and DRC	Kindly confirm when are we planning to conduct DC DR migration activity	It is regarding Products and not DC/DR Migration
12	28.38	SELECTION PROCESS FOR IMPLEMENTATION VENDOR(S)	How many RFPs are we planning to release during next 5 years?	As per RFP
13		Appendix D- Cost of Services	Should we provide lump sum cost for A - F activities or separate cost for each of the activities?	Refer to Amendment to the RFP dated 12.01.2018
14	28	Note: The IS Consultant will be required to bring in the following resources, onsite (as per AIC directions) at AIC Office/DR (Noida)/DC (Bengaluru), with option to increase/decrease the tenure/resources at the same terms and conditions mentioned in this RFP	We understand that the resources could be deployed on site or off site based on the requirements	As per RFP
15	30	AIC will reserve the right to deduct from the total awarded amount to be paid to the consultant in the event of the following:	Kindly specify the cap on the penalty	As per RFP
16	28.6	Whenever necessary domain experts to be provided e.g. Network, DC-DR implementation, Software design, Performance review based on availability	How to apportion the cost of Domain experts as only 1 Domain expert as Database Administrator has been sought for in the RFP	Refer to Amendment to the RFP dated 12.01.2018
17	28.8	Participate and handhold AIC Users in various UATs	Is the consultant is require to do the UAT. Please clarify the meaning of hand holding	Refer to Amendment to the RFP dated 12.01.2018
18	28	DETAILED ROLES AND RESPONSIBILITIES OF IS CONSULTANT	We believe that number of people required as per RFP are on the lower side basis the scope of work expected from them. We request AIC to reconsider the number of people required during the period.	Refer to Amendment to the RFP dated 12.01.2018
19	28	Perform / Assist AIC in performing user acceptance testing and hardware and infrastructure acceptance testing and Report, manage and monitor the performance benchmark exercise	Is the consultant is require to do the UAT. Please clarify	Refer to Amendment to the RFP dated 12.01.2018
20	28	The Bidder is expected to provide resources for assisting AIC in carrying out the User Acceptance Testing, Regression Testing and System Integration Testing	How to apportion the cost of testing resources	Refer to Amendment to the RFP dated 12.01.2018
21	28	On demand Load testing of the applications.	Who will provide the tool for load testing. Is Consultant is suppose to bring that then please suggest how to apportion the cost for tool	Bidder is required to provide the tools for testing.

22	28.37	Security Assessment - Conduct an interface testing of various interfaces built by the solution vendor for functionality, security and controls	Who will do this as this skill set is not mentioned in the list of resources required	Refer to Amendment to the RFP dated 12.01.2018
23	28	Out of above members (1 to 4), at least one member should also have experience and expertise in Information Security as per components under Project SEWA	The information Security is very different field and it will be very difficult to have the same person proficiency in multiple skills. It is possible to have multiple generic skills or basic knowledge of some specific skill but not possible to have expert skill for multiple areas. We request AIC to add a new resource requirement	As per RFP
24	30	AIC will reserve the right to deduct from the total awarded amount to be paid to the consultant in the event of the following	We request AIC to consider payment made in the quarter of the default as the base price for deducting the payment rather than total payment. 2% of the total is a huge penalty	As per RFP
25	Annexure-B	QUALITY, SIZE, AND COMPOSITION OF THE PROJECT TEAM TO BE DEPLOYED (BOTH ON-SITE AND OFF-SITE)	AIC has asked for 3 people to be deployed for 5 years and 1 person to be deployed for 2 years. The table shown here for defining the resource deployment plan is not commensurate with the Staff augmentation model which AIC wants to follow for this assignment. Request AIC to consider this and modify the table accordingly	Refer to Amendment to the RFP dated 12.01.2018
26	Annexure-D	We, the undersigned, offer to provide our Consultancy services for engagement of InfoTech Systems Consultant-2017 in accordance with your RFP dated _____. Our Commercial Offer is for the sum of Rs. _____ (amount in words and figures) [Cost/Man Month Rate(s) quoted for each Resource]. The amount is including any taxes, expenses and levies but excluding Good and Services Tax (GST) and is a fixed price. The GST shall be paid by AIC	Please suggest whether we need to provide the total amount or Cost / man month rate. We would like to clarify that every resource has a different cost and it is not possible to mention only 1 cost / man month rate for all resources. We request AIC to clarify that it is total amount and not Cost/ man month rate	Refer to Amendment to the RFP dated 12.01.2018
27	Annexure-E	(i) One Project Manager also having minimum One Team Member, primarily with Application expertise AND Minimum One Team Member (Infra Expert with expertise in DC-DR, Networking, SLA monitoring, etc.)	We request AIC to make 3 line items one for each role as it will be easier to do the payment calculation later on in case of less / more work by specific resource	Refer to Amendment to the RFP dated 12.01.2018
28	18.1	Should have completed/undertaken at least 1 Consultancy Assignment/IT Project Management in the last 5 years involving some of OEMs mentioned under Project SEWA.	We understand an Undertaking with respect to which OEM's were involved as part of that engagement will suffice.	As per RFP
29	16	The Bidder/Group/Parent Company must have completed/undertaken at least 1 Consultancy Assignment for IT Project Management in the last 5 years involving some of OEMs mentioned under Project SEWA.	We understand an Undertaking with respect to which OEM's were involved as part of that engagement will suffice.	Refer to Amendment to the RFP dated 12.01.2018
30	6	i. Conflicting assignment/job: The Consultant (including its personnel) or any of its affiliates shall not undertake any job/assignment which may be in conflict with the present assignment as for engagement of Infotech Systems Consultant.	Request you to change the reference of "affiliates" to "any affiliates in India". Curtail this requirement to the engagement team.	Refer to Amendment to the RFP dated 12.01.2018
31	6	ii. Conflicting relationships: The Consultant (including its personnel) having a business or family relationship with a member of AIC's staff who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/job, (ii) the selection process for such assignment/job or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to AIC throughout the selection process and the execution of the contract.	Curtail this requirement to the engagement team.	As per RFP
32	38.3	All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two arbitrators: one arbitrator to be nominated by AIC and the other to be nominated by the bidder. In the case of the said arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the arbitrators in writing before proceeding with the reference. The award of the arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 as amended by Act of 2015 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be New Delhi.	The arbitrator shall be sole arbitrator shall be mutually appointed by both the parties.	As per RFP
33	38.3	All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two arbitrators: one arbitrator to be nominated by AIC and the other to be nominated by the bidder. In the case of the said arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the arbitrators in writing before proceeding with the reference. The award of the arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 as amended by Act of 2015 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be New Delhi.	The arbitration shall be held in English language.	As per RFP
34	3.2	3.2 Conflict of Interests: The IS Consultant shall hold the Company's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this Contract, a conflict of interest arises for any reason, the IS Consultant shall promptly disclose the same to the Company and seek its instructions.	Any conflict related declaration can be given as on this date. We do not provide details of ongoing engagements to the client. Curtail this requirement to the engagement team.	As per RFP

35	3.3	3.3 IS Consultant and Affiliates Not to Engage in Certain Activities: The IS Consultant agrees that, during the term of this Contract and after its termination, the IS Consultant and any entity affiliated with the IS Consultant, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the IS Consultant's Services for the preparation or implementation of the project.	Curtail this requirement to the engagement team. Please request the client to change the reference of "affiliates" to "any affiliates in India". Please restrict the applicability of this clause till the term of this agreement.	Refer to Amendment to the RFP dated 12.01.2018
36	3.5	3.5 Accounting, Inspection and Auditing:	Any audit shall be subject to the following: (i) the audit shall be restricted to the engagement and shall be conducted with prior reasonable notice (ii) Company or its authorized representatives shall execute a Non-Disclosure Agreement before such audit which shall govern the conduct of audit and any results thereof; (iii) the auditors or the representatives of Company for the audit shall not be IS Consultant's competitors; (iv) the audit shall not be conducted more than once in a calendar year and twice in entirety; and (v) any findings during the audit, shall be shared with Company and be discussed and agreed mutually with Company for its closure	(1). There can be no restriction on the number of audits. (2) Clauses (i), (ii), (iii) and (v) as suggested are acceptable.
37	8.2	8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the Contract between the Company and the IS Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Company and the IS Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator.	Sole arbitrator shall be mutually appointed by both the parties.	As per RFP
38	10.9	Limitation of Liability: Unless otherwise stated in this Contract, neither Party shall, in any event, regardless of the form of claim, be liable for (a) any indirect, special, punitive, exemplary, speculative or consequential damages, including but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, unless it had an advance notice of the possibility of any such damages; or (b) damages relating to any claim that accrued more than two (2) years before the institution of adversarial proceedings thereon.	We note that there is no express limitation on our liability under the RFP. In accordance with standard industry practice, we assume that our aggregate liability for direct damages under this RFP shall be limited to one time the fees paid to us under a specific work order or statement of work. We will not be liable for any indirect damages arising out under this Agreement.	The limitation of liability shall not exceed that total fees paid to the IS Consultant. One time fees clause is not acceptable.
39	6	The Applicant has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interests of the Company or that may reasonably be perceived as having this effect. If the Applicant fails to disclose such conflicts of interest and if AIC comes to know of such a situation at any time, then AIC reserves the right to disqualify the Applicant during the bidding process or to terminate its contract during the tenure of assignment.	Any conflict related declaration can be given as on this date. We do not provide details of ongoing engagements to the client.	As per RFP
40	19	The Bidder/Group/Parent Company should not be blacklisted in past/present by any Govt. organization /PSU.	We can provide any confirmation on behalf of affiliates/sister concerns in India only	As per RFP
41	Section 5, A	Provide project management assistance, monitoring and supervision of all IT projects implemented and under implementation	It is understood that Project Management support from the Selected Consultant under this RFP is limited to the list of IT projects mentioned in Section 1.2 and 1.3. Please clarify that the understanding is correct.	As per RFP
42	Section 5, C	Providing assistance on all Information Technology related aspects with respect to the IT projects	Please confirm that this clause is similar to above clause (mentioned in SI No. 1) and the scope of this clause is limited to IT projects mentioned in Section 1.2 and 1.3.	As per RFP
43	Section 13.2.1 & 13.2.4	The Bidder shall furnish, as part of his Bid an Earnest Money Deposit (EMD) of Rs. 14,00,000/- in the form Account Payee Demand Draft from a Commercial bank in favor of "Agriculture Insurance Company of India Limited", along with the Technical Bid, IN A SEPARATE OPEN ENVELOPE.	GFR 2017 provisions for " Bid Securing Declaration" in place of EMD. However AIC may please also allow the submission of EMD in the form of Bank Guarantee from any Scheduled Bank as per normal practice prevailing.	Already allowed in the RFP
44	Section 16 (8)	Copy of Power of Attorney in the name of the Authorized signatory or submission demonstrating that the representative has been duly authorized to sign.	Please allow Board Resolution in favor of the Authorized Signatory in place of PoA	As per RFP
45	Section 18.1C(7)	Approach and Methodology: Technical approach, methodology and work plan are the key components of the Technical proposal.	The consultancy is to be provided on T&M basis. Please define the timelines and milestone for which work plan is required to be submitted by the bidder.	Refer to Amendment to the RFP dated 12.01.2018
46	Section 18.3	Commercial Bid Evaluation	The RFP mentions Bid evaluation to be based on QCBS with 50:50 ratio for technical and commercial bid respectively. We request you to kindly consider it to be at least 70:30 (Technical: Commercial). This will encourage the bidders to propose better resource profiles.	As per RFP

47	Section 28.9	SLA Monitoring and Compliance Management	Does this include SLA monitoring of Annapoorna system as well. If yes, then please confirm the duration of the same.	Yes, it includes SLA monitoring & Compliance for the ANNAPOORNA project also
48	Section 28.6	Whenever necessary domain experts to be provided e.g. Network, DCDR implementation, Software design, Performance review based on availability.	We believe that appropriate time will be provided to bidder for arranging additional resource (whenever required) and the time will be mutually agreed upon by bidder and AIC. As per understanding from RFP only the mentioned domain experts (Application Expert, Infra Expert, DC-DR, Networking, SLA Monitoring, Database Administrator, Data Analytics) are required for the project. Please confirm.	As per RFP
49	Section 28.11 and 28.12	28.11 Certifying the supply/delivery of equipment and Software, their installation, configurations and integration as required, for each project as per industry best practices. 28.12 Inspection and Certification of various installations, configurations, customizations and deliverables.	It is requested that the term Certifying be replaced by Validation or verification or review.	As per RFP
50	Section 28.26	Detailed roles and responsibilities of IS consultant: Infrastructure details of Project ANNAPOORNA	1. Please provide details of all IT infrastructure (i.e., quantity and type of equipment) such as, servers, desktops, laptops, all networking equipment, etc. 2. Please provide number of users defined and active 3. Please list out applications that are internet facing 4. Please provide list of applications that are web based 5. Please provide list and quantity of software licenses	As per RFP
51	Section 28.26	Detailed roles and responsibilities of IS consultant: Infrastructure details of Project SEWA	1. Please provide details of all IT infrastructure (i.e., quantity and type of equipment) such as, servers, desktops, laptops, all networking equipment, etc. 2. Please provide number of users defined and active 3. Please list out applications that are internet facing 4. Please provide list of applications that are web based 5. Please provide list and quantity of software licenses	As per RFP
52	Section 28.29	SEWA Implementation review including Code and Design review of #SEWACORE as per the Standard Industry practice.	Resource requirement as per RFP does not include any expertise in Code Review. It is requested that either scope for Code review can be delimited to the implementation vendor (ImV) or resource category with code review skillset to be added to RFP. Please specify the frequency of such reviews per year.	Refer to Amendment to the RFP dated 12.01.2018
53	Section 28.39	BID PROCESS MANAGEMENT	Please clarify the number and kind of RFPs that would be required to be prepared during the contract period.	Refer to Amendment to the RFP dated 12.01.2018
54	Section 28: Under NOTE	One Domain Expert (Database Administrator) having expertise in Data Migration, Extract Transform Load (ETL), Data Archival, Analytics, etc. (to be engaged for 2 years).	We request AIC to reconsider the description of resources and their skill-sets as per the requirement. Domain expert cannot be database admin and Analytics expert at the same time. Example: For the role indicated 2 members shall be required at the minimum.	Refer to Amendment to the RFP dated 12.01.2018
55	Section 28: Under NOTE	The IS Consultant will be required to bring in the following resources, onsite (as per AIC directions) at AIC Office/DR (Noida)/DC (Bengaluru), with option to increase/decrease the tenure/resources	We would be able to ramp up and deploy the required resources if given appropriate time by AIC, however we request you to please give 4 weeks notice in case of any decrease in tenure or number of resources so that we can plan accordingly. What is the minimum commitment for per month utilisation of the resource in each of the categories specified?	As per RFP
56	Section 30	Penalty Clause	Any delay due to external factors or dependencies may not be considered as delay in deliverable applicable for penalty	As per RFP
57	Section 30	AIC will reserve the right to deduct from the total awarded amount to be paid to the consultant	Penalty of 2% on the total awarded amount will be an exorbitant figure. It is requested that the clause be revised to 2% of the monthly payment due for the respective month subject to over all limit of 10% of the quarterly payable amount	As per RFP
58	Section 9.3 of GCC	LIQUIDATED DAMAGES 9.3 The liquidated damages shall be applicable under the following circumstances: (i) If the deliverables are not submitted as per schedule, the IS Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.	The Penalty is very stiff. Imposing such penalty based on the total contract amount may not be in the best interest of the project. There is no schedule provided in the RFP. The timelines thus should be mutually agreed upon. Request AIC to reconsider the same and modify the clause as (i) If the deliverables are not submitted as per schedule mutually agreed upon, the IS Consultant shall be liable to pay 1% of the monthly cost of the services for delay of each week or part thereof.	As per RFP
59	Section 9.3 of GCC	(ii) If the deliverables are not acceptable to the Company as mentioned in Clause 6.3 (iv), and defects are not rectified to the satisfaction of the Company within 30 days of the receipt of the notice, the IS Consultant shall be liable for Liquidated Damages for an amount equal to 1% of the total cost of the Services for every week or part thereof for the delay.	Penalty mentioned is very stiff. The RFP does not elaborate on the acceptance or the satisfaction criterion. Thus satisfaction will be very subjective. Consultant is bound to provide good quality deliverables along with rectification of the errors, however request you to remove the stiff penalty imposed.	As per RFP
60	Security Assessment Section 28.37	Port Scanning and vulnerability scanning including exploiting of known vulnerabilities	1) Please provide details regarding the number of Ips and servers for which vulnerability assessment is to be carried out. 2) Please specify the frequency per year.	Refer to Amendment to the RFP dated 12.01.2018

61	Section 28.34	Draft/update policies and guidelines in such areas of Information Technology as may be required from time to time.	Policy has already been finalised as part of the IRDAI assessment, hence the need for a revising is not understood. Please explain	Refer to Amendment to the RFP dated 12.01.2018
62	<b>16. BIDDERS ELIGIBILITY CRITERIA (I)</b>			
63	1	The Bidder/Group/Parent Company should be a Company or a partnership firm having its registered office in India. It should be registered with the appropriate authorities for all applicable statutory taxes/duties, and should have been in operation for the last 5 years. In case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original Partnership Firm/Limited Company can be taken into account.	The bidder should not be involved in development and implementation of core insurance platforms in India/worldwide as it creates a conflict of interest during the servicing of proposed consulting assignment	Refer to Amendment to the RFP dated 12.01.2018
64	3	The Bidder/Group/Parent Company must have a minimum turnover of at least Rs. 100 crore in each of the past three years i.e. 2014-15, 2015-16 and 2016-17	The minimum turnover should be increased to 1000 crores in the past three years in order to allow only big companies in the bidding process	Refer to Amendment to the RFP dated 12.01.2018
65	4	The Bidder/Group/Parent Company should have a Profit before tax in past 2 out of 3 years i.e. 2014-15, 2015-16 and 2016-17.	The bidder should have profit after tax in all three years	Refer to Amendment to the RFP dated 12.01.2018
66	5	The Bidder/Group/Parent Company should have prior experience in performing IT Solution Consultancy in the last 5 years. Completed or on-going projects would be considered	The previous experience of the bidder in executing a similar consulting assignment outside India should not be considered valid as the nature of business in India is considerably different than any other geography	As per RFP
67	6	The Bidder/Group/Parent Company must have completed/undertaken at least 1 Consultancy Assignment for IT Project Management in the last 5 years involving some of OEMs mentioned under Project SEWA	The consultant is vendor neutral and may undertake consultancy assignments with any vendor and not limited to vendor(s) mentioned in the RFP	Refer to Amendment to the RFP dated 12.01.2018
68	8	The Bidder/Group/Parent Company should not be blacklisted in past/present by any Govt. organization /PSU	The bidders must not be blacklisted by any government and PSU's in the past and currently at the time of proposal submission	Refer to Amendment to the RFP dated 12.01.2018
	<b>18.1 TECHNICAL EVALUATION</b>			
	B. (People Score)			
69	5	Number of experienced resources who have experience on the following: 1) RFP Preparation, 2) Project management, 3) Infrastructure and Network 4) Database Administrator	The bidder is expected to share a pool of resources matching this criteria, however, a single resource may not have expertise in all the mentioned areas. Bidder will share resources who have expertise in one or more than one area with all the resource pool collectively covering expertise in all domains as required by AIC	Refer to Amendment to the RFP dated 12.01.2018
	C. (Presentation by the Bidder)			
70	6	Demonstration of in-depth understanding of the AIC's project requirement through the technical proposal supplemented by Presentation & interactions.	This clause will give advantage to vendors who have worked with AIC in the past. Bidder has not worked with AIC in the past and may not know the details of AIC's project requirements. Bidder is a market leader in providing project management assistance and domain expertise in Insurance, network infrastructure and operations. Hence, the evaluation should be done on consultant's expertise in areas mentioned in the RFP scope only.	As per RFP
71	<b>18.2 COMMERCIAL BID EVALUATION</b>	Thereafter, for Combined Evaluation, the total Technical score shall be allotted a weightage of 50, and the Commercial Bid as per the Reverse Auction (RA), shall be allotted a weightage of 50.	To ensure that a strong consulting team is aboard for the project who have technical expertise and required skills, the weightage of technical and commercial bid should be 70/30 rather than 50/50. This will be in line with CVC guidelines on techno-commercial RFPs.	As per RFP
	<b>32. OTHER INSTRUCTIONS</b>			
72	32.1	The key person(s) identified for the project should carry out their activities from AIC premises as and when called. The personnel involved for executing the assignment should be qualified as per the requirements mentioned in the qualification criteria and preferably should have been involved in a similar assignment.	Please clarify if the consultants have to work from AIC premises or are expected to be in AIC office only when required. There is ambiguity in the RFP because at some place AIC has mentioned that they need all resources full time on AIC premises and at some places AIC has mentioned that resources are required onsite as and when required.	As per RFP
73	<b>35. CONFIDENTIALITY</b>	Confidentiality clause	The confidentiality obligation should be limited to the period of contract.	As per RFP
74	<b>30. PENALTY CLAUSE</b>	3rd Instance - As decided by the AIC based on materiality	This provision must be removed as the maximum penalty that can be charged during the entire duration of the project should not be more than 5% of the total value of 5 year contract. Also, the penalty should be levied only when the delay in service is attributable to the consultants only. In case, the delay is due to the implementation vendor or AIC then the consultant cannot be penalized	As per RFP

75	3.5 Accounting, Inspection and Auditing	Accounting, Inspection and Auditing	We can provide AIC with the documents and information related to the engagement for audit, however, an inspection of our internal information systems by any third party appointed by the AIC will not be possible	As per RFP
76	6. CONFLICT OF INTEREST	Conflicting assignment/job: The Consultant (including its personnel) or any of its affiliates shall not undertake any job/assignment which may be in conflict with the present assignment as for engagement of Infotech Systems Consultant.	Request you to remove this clause as it is restricting a firm to do business. Bidder works with various insurance companies providing them advisory services and we cannot stop doing business with them in the future. Being a professional firm, bidder will adhere to the confidentiality obligations while serving other client engagements.	As per RFP
77	5. SCOPE OF WORK	RFP PREPARATION, BID MANAGEMENT AND SELECTION OF THE IMPLEMENTATION VENDOR (S) AS AN WHEN REQUIRED BY AIC	We can understand that at this stage of RFP it is not possible to determine the number of RFP's that will be prepared by the consultants, hence this work should be treated as ad-hoc service and a change request will be initiated by the consultants whenever a RFP is to be created	As per RFP
	28. DETAILED ROLES AND RESPONSIBILITIES OF CONSULTANT			
78	28.10'	Liase with the Implementation Vendor(s) to monitor the end-to-end implementation including but not limited to requirement gathering, designing, development, testing, data migration, training, and roll out of the Applications/Modules.	Our understanding is that consultants will monitor the req. gathering, development progress and testing activities by the vendor and will not be writing any requirement documents and write any code for any application. Please validate this.	As per RFP
79	28.15	Ensure Knowledge Transfer (KT) of ANNAPOORNA from existing ImV to proposed SEWA and AIC	Please clarify if the consultants will prepare any training documents for existing systems during KT process or they are required to only assist and monitor KT process	Refer to Amendment to the RFP dated 12.01.2018
80	28.23	Assessment of Performance Benchmarking	Our understanding is that the consultants will not perform any benchmarking exercise but assess any benchmarking reports that are available or provided by AIC, please validate	Refer to Amendment to the RFP dated 12.01.2018
81	28.29	SEWA Implementation Review including Code and Design review of #SEWACORE as per the Standard Industry practice	Please clarify that consultants will not review the code developed by the vendor however they will monitor the implementation activities	Refer to Amendment to the RFP dated 12.01.2018
82	28.8	Participate and handhold AIC Users in various UATs	We understand that UAT will be done by AIC users only and consultants will monitor the UAT and share testing results	Refer to Amendment to the RFP dated 12.01.2018
83	28.36	Submit all documents on methodology, strategy, test cases, test documentation, customization requests, solution and test tools etc. to AIC.	We understand that the resources and tools for UAT, regression and integration testing will be procured by the consultants. The tools and licenses for load testing and automation testing will be owned by the vendor and will not be given to AIC. Also, automation testing should be possible in the core insurance platform.	Refer to Amendment to the RFP dated 12.01.2018
84	28.36	Conduct unit testing, integration testing, system testing and User acceptance test for the solution and other related software with AIC's team.	We understand that unit testing must be done by the implementation vendor only and not by the consultants	Refer to Amendment to the RFP dated 12.01.2018
85	3	Last Date and Time for Bid Submission is 19th Jan 2018	Since the response submission is a collaborative effort of multiple teams including IT, infrastructure, security, would it be possible to extend the response submission date by 2 weeks and submit by 31st Jan 2018	Last Date and Time for Bid Submission is 29th Jan 2018 till 1 PM
86	28.43	Resource Level and Designation Falling under the category	Request you to remove the internal designations of the resources within the firm because AIC is more concerned about the experience of the resources provide rather than the internal designation. E.g. A Sr. Manager is not responsible for full time delivery of a project. Sr. Manager is responsible for managing the Client relationship and business development. Hence, request AIC to remove internal designation column from the RFP.	Refer to Amendment to the RFP dated 12.01.2018
87	Section 1.3: Current IT landscape under Project "ANNAPOORNA"	Full application stack under project Annapoorna	Request you to clarify if applications from Sr. No 1 to Sr. No 5 are also accessible through internet.	Only customer facing functionality is available over internet
88	Section 1.2: Current IT landscape under Project "ANNAPOORNA"	The above applications are implemented through various Servers, Routers & Firewall, highlights	May we request you to let us know the exact no. of devices that support the modules under Project Annapoorna. We are seeking this clarification to ensure we can draft our approach that suits the project requirement.	As per RFP
89	Section 1.3: New InfoTech Project "SEWA"	Hardware details for DC & DR site under Project SEWA.	May we request you to let us know the exact no. of devices for the hardware mentioned for DC and DR site under project SEWA for each vendor. We are seeking this clarification to ensure we can draft our approach that suits the project requirement.	As per RFP
90	Section 1.3.2 & Section 1.3.3	Email solution and HRMS solution	It is our understanding that both the email solution and HRMS solution are deployed at the data centre (Bengaluru), if otherwise request you to kindly clarify.	The Email & HRMS solutions are deployed at both DC & DR

91	Section 1.3.4 IMPLEMENTATION VENDOR 4 - CALL CENTRE	Call Centre is in house.	As per our understanding of the RFP clause, the call-centre is currently managed by AIC. However since it is mentioned under clause "Implementation Vendor 4" we request you to please clarify if AIC is planning to on-board a vendor to manage the call centre.	As per RFP
92	Section 16: Bidder's eligibility criteria	The Bidder must have completed/undertaken at least 1 Consultancy Assignment for IT Project Management in the last 5 years involving some of OEMs mentioned under Project SEWA. The assignment should be in BFSI Sector	We understand that as per this clause the bidder must have worked on products/ services provided by the OEM and not having an experience of working directly with OEM. Please confirm our understanding.	Refer to Amendment to the RFP dated 12.01.2018
93	Section 16: Bidder's eligibility criteria (sr.no. 7)	The Bidder/Group/Parent Company must have on its rolls consulting staff of at least 100 technically qualified personnel in the area of consulting services for IT related projects Certificate from Head (HR) or company secretary or designated official of the responding firm for number of technically qualified professionals employed by the company and appropriate supporting undertakings.	As per understanding an undertaking from the Head (HR) clearly stating the number of qualified professionals in the area of consulting services for IT projects would suffice meeting this criteria. May we request to please clarify if any other supporting undertakings/documents are required in addition to the HR undertaking.	Refer to Amendment to the RFP dated 12.01.2018
94	Section 16: Bidder's eligibility criteria (sr.no. 7)	The Bidder/Group/Parent Company must have on its rolls consulting staff of at least 100 technically qualified personnel and technically qualified IT consulting staff with relevant degree holders	Since relevant degree can refer to multiple disciplines under Graduation/ Post-graduation we request AIC to please clarify if the bidder is required to consider professionals with degree in specific field/ discipline.	Refer to Amendment to the RFP dated 12.01.2018
95	Section 18.1 : Technical evaluation (Sr.no 1)	5 or more Consultancy Assignment/IT Project Management - 20 marks	It is our understanding that if the bidder has performed 5 projects involving the same OEM full marks will be awarded. May we request you to confirm 5 project here means 5 projects involving one or more OEMs or involving 5 different OEM(s).	As per RFP
96	Section 18.1 : Technical evaluation (Sr.no 5)	Number of experienced resources who have experience on the following: 1) Project management, 2) Database Administrator, 3) Infrastructure and Network, 4) RFP Preparation	It is our understanding that we have to share pool of resources having experience in any one of the domains mentioned such that the pool covers all the mentioned domains. Request you to kindly confirm.	Refer to Amendment to the RFP dated 12.01.2018
97	Section 18.1 : Technical evaluation (Sr.no 5)	The Bidder is to share a pool of at least 10 resources with similar criteria matching the below points for scoring: i. Minimum work experience of 5 years - if fulfilled, 2.5 marks. ii. Educational Qualification - Graduate in B.E./B.Tech/M.Tech/MCA/MBA or equivalent - if fulfilled 2.5 marks. iii. Should have had experience in consultation of Core solution implementation of Projects in BFSI - If 3 or more projects - 5 marks, If 2 projects - 2.5 mark	It is our understanding all 10 resources have to meet the given criteria for maximum marks and no marks will be awarded in case anyone criteria for any of the 10 resource is not met. Kindly confirm.	Refer to Amendment to the RFP dated 12.01.2018
98	Section 27: Performanc e Bank Guarantee by successful bidder	AIC shall be within its rights to invoke the performance guarantee without any notice to the selected bidder, if in the opinion of AIC, the selected bidder has failed/fails to perform the assignments under the contract to the satisfaction of AIC, or in the event of AIC terminating the contract due to non-performance and/or unsatisfactory performance of the selected bidder and/or the selected bidder failing to pay the Penalty /Liquidated Damages payable to AIC.	We request to modify as "AIC shall be within its rights to invoke the performance guarantee with written notice to the selected bidder, if in the opinion of AIC, the selected bidder has failed/fails to perform the assignments under the contract to the satisfaction of AIC, or in the event of AIC terminating the contract due to non-performance and/or unsatisfactory performance of the selected bidder and/or the selected bidder failing to pay the Penalty /Liquidated Damages payable to AIC. The selected bidder shall be afforded 30 days of time to respond to the written notice."	As per RFP
99	Section 28: Detailed roles and responsibilit ies of the IS Consultant	28.1 Project Management Assistance, Monitoring and Supervision of IT Projects Implemented and under Implementation	We request you to please let us know the total no. of IT projects for which the IS consultant will be required to provide the services. We are seeking this clarification to ensure that we can calculate the efforts and propose a team of right mix appropriate to meet the project requirements.	Refer to Amendment to the RFP dated 12.01.2018
100	Section 28: Detailed roles and responsibilit ies of the IS Consultant	28.2 Coordinate & resolve (with assistance from AIC) issues, if any, with all stakeholders and vendors for successful implementation of the Project(s).	We request you to please let us know the total of vendors and its list with which the IS consultant will be required to coordinate. We are seeking this clarification to ensure that we do not have any conflict of interest with any vendors.	Refer to Amendment to the RFP dated 12.01.2018
101	Section 28: Detailed roles and responsibilit ies of the IS Consultant	28.6: Whenever necessary domain experts to be provided e.g. Network, DC-DR implementation, Software design, Performance review based on availability.	Please clarify whether these is need of extra resources in addition to the 4 onsite resources. If yes, please clarify if additional payment (over and above the bidders quote) shall be made to the bidder.	Refer to Amendment to the RFP dated 12.01.2018
102	Section 28: Detailed roles and responsibilit ies of the IS Consultant	28.8 Participate and handhold AIC Users in various UATs	Please confirm our understanding that conducting UAT will be out-of-scope and the IS consultant will only be required to provide support to AIC.	Refer to Amendment to the RFP dated 12.01.2018
103	Section 28: Detailed roles and responsibilit ies of the IS Consultant	28.9 SLA Monitoring and Compliance Management	We request you to please clarify the exact requirement since these terms can be interpreted in multiple ways.	Refer to Amendment to the RFP dated 12.01.2018

104	Section 28: Detailed roles and responsibilities of the IS Consultant	28.11 Certifying the supply/delivery of equipment and Software, their installation, configurations and integration as required, for each project as per industry best practices.	Since certifying a product will lead to conflict for the IS consultant we request you to please modify the clause as below: Verify the supply/delivery of equipment and Software, their installation, configurations and integration as required, for each project as per industry best practices.	Refer to Amendment to the RFP dated 12.01.2018
105	Section 28: Detailed roles and responsibilities of the IS Consultant	28.12 Inspection and Certification of various installations, configurations, customizations and deliverables.	Since certifying a product will lead to conflict for the IS consultant we request you to please modify the clause as below: Inspection and verification of various installations, configurations, customizations and deliverables.	Refer to Amendment to the RFP dated 12.01.2018
106	Section 28: Detailed roles and responsibilities of the IS Consultant	28.13 Monitoring and Supervising the quality and completeness of all deliverables.	We request you to clarify the term "deliverables". We also request you to please let us know the entities whose deliverables needs to be verified by the bidder.	As per RFP
107	Section 28: Detailed roles and responsibilities of the IS Consultant	28.20 Reviewing, vet, evaluate and recommendation of the Change Requests.	Since evaluating and recommendation of changes to AIC's IT environment is a key activity and can have major impact we request you to modify the clause as below Reviewing, vet, evaluate and recommendation of the Change Requests along with AIC's appointed Change advisory board.	As per RFP
108	Section 28: Detailed roles and responsibilities of the IS Consultant	28.23 Assessment of Performance Benchmarking.	Since performance benchmarking can be interpreted in multiple ways we request AIC to please clarify this requirement.	Refer to Amendment to the RFP dated 12.01.2018
109	Section 28: Detailed roles and responsibilities of the IS Consultant	28.28 Review contractual obligations between AIC and vendors.	Since contractual obligations can be interpreted in multiple ways we request AIC to please modify the clause as below: 28.28 Review contractual obligations between AIC and vendors from the scope and SLA's perspective.	Refer to Amendment to the RFP dated 12.01.2018
110	Section 28: Detailed roles and responsibilities of the IS Consultant	28.34: The bidder has to draft/update policies and guidelines in such areas of Information Technology as may be required from time to time.	We request you to clarify if the mentioned plans & policy documents are available with AIC and the consultant is required to analyse these documents are per respective industry standards or they required to be drafted by the consultant from start.	Refer to Amendment to the RFP dated 12.01.2018
111	Section 28: Detailed roles and responsibilities of the IS Consultant	28.36 On demand Load testing of the applications.	Request you to clarify if any tool is deployed for load testing of applications?	Consultant is required to provide the tools for testing.
112	Section 28: Detailed roles and responsibilities of the IS Consultant	28.37 Security Assessment: Port Scanning and vulnerability scanning including exploiting of known vulnerabilities	Is penetration testing a requirement of the AIC or only vulnerability assessment?	Refer to Amendment to the RFP dated 12.01.2018
113	Section 28: Selection Process for Implementation Vendor(s)	28.38 The IS Consultant shall deploy such personnel, who have specific professional knowledge and experience of similar projects. Defining the Service Level Agreement (SLA), the benchmarks and the associated Penalty clauses and Prepare Service Agreements for every project and project management for vendor selected.	It is our understanding that the personnel deployed will be over and above the 4 consultants required by the AIC. We request AIC to clarify that additional payment (over and above the quote submitted by the bidder) will be given to the bidder in case of deployment of any additional resource	Refer to Amendment to the RFP dated 12.01.2018
114	Section 28: Selection Process for Implementation Vendor(s)	Resource deployment	It is our understanding that the AIC increase the number of onsite resources to 5 with the inclusion of an Security expert with 3 years of experience with network and application security testing since Security Assessment (28.37) is a part of the scope and the requisite onsite resources as per the RFP may not be able to perform security assessment activities.	Refer to Amendment to the RFP dated 12.01.2018
115	Section 30 : penalty	Inordinate delay in providing/ensuring services	it is our understanding that since timelines are not defined, mutually agreed timelines for completion of various services/activities will be decided in the course of project and if delay is observed in submitting the deliverable as per agreed timelines AIC would provide a written caution note beyond which penalties would apply.	As per RFP
116	Section 30 : penalty	As decided by the AIC based on materiality	May we request a maximum penalty capping of 5% of the total value of the invoice.	As per RFP
117	Section 16: Bidder's eligibility criteria	The Bidder/Group/Parent Company should have prior experience in performing IT Solution Consultancy in the last 5 years. Completed or on-going projects would be considered.	We request you AIC to provide us with minimum no. of projects the bidder is required to provide under this qualification criteria. We are requesting this clarification to ensure that we provide appropriate response and meet the qualification criteria.	Refer to Amendment to the RFP dated 12.01.2018

118	Section 18.1 Technical evaluation - Point no. 3	The proposed engagement Project Manager should have been involved for any 2 areas like IT strategy, Core Business Solution evaluation, PMC (Project Management Consultancy) Minimum work experience 10 - 11 years - 3 marks, 12 -14 years - 4 marks, 15 or more years - 5 mark.	Since resources with more than 15 years are very senior in roles, we believe this may increase the overall cost of the project to AIC. Hence to ensure that a cost justified proposal is provided to AIC we request you to please modify the clause as below: 6-8 Years - 3 Marks 9-10 Years - 4 Marks More than 10 Years - 5 marks	Refer to Amendment to the RFP dated 12.01.2018
119	Section 18.1 Technical evaluation - Point no. 5	Number of experienced resources who have experience on the following: 1) Project management, 2) Database Administrator, 3) Infrastructure and Network, 4) RFP Preparation The Bidder is to share a pool of at least 10 resources with similar criteria matching the below points for scoring	We request AIC to confirm if the bidder is required to share the pool of such resources in a specific CV format or an HR certified/ authorized signatory certified letter will be considered as a valid evidence.	Refer to Amendment to the RFP dated 12.01.2018
120	Section 18.1 Technical evaluation - Point no. 6-7	C (Presentation by the bidder)	We request AIC to confirm if the bidder is required to submit the technical presentation along with the bid.	As per RFP
121	Section 13.2 EMD	13.2.1.2 The EMD would be forfeited in case the successful bidder fails to: Sign the Contract and Furnish Performance Security in accordance with	We request AIC To add the following in this clause: No liability will arise on either parties, if execution of contract is been delayed due to disagreement between parties over terms and conditions of material terms of Contract and/or delay in seeking internal approval of either parties senior management for any terms of contract	As per RFP
122	Section 13.2 EMD	13.2.5 Unsuccessful Bidder's EMD will be returned as promptly as possible.	We request AIC to please provide a tenure within which the EMD would be refunded	As per RFP
123	Section 36: Indemnity	The bidder agrees to indemnify and keep indemnified, defend and hold harmless AIC and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, without litigation, reasonable attorney's fees), arising before or after completion Engagement of Consultant for Information System, which result from, arise in connection with or are related in any way to claims by third parties/ regulators, arising out of or in connection with.	We request AIC to modify this clause as below: "Client shall indemnify and hold harmless selected bidder for all Losses incurred in connection with any third party Claim, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of selected bidder."	As per RFP
124	Section 37: Termination of the contract	The agreement may be cancelled at the Company's discretion on account of following or without assigning any reason	We request AIC To add the following in this clause: Unless terminated sooner in accordance with its terms, this Contract shall terminate once the Services have been performed. This Contract may be terminated by BIDDER at any time, with or without cause, by giving written notice to the other party not less than thirty (30) days before the effective date of termination, provided that, in the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period. BIDDER may terminate this Contract with immediate effect upon written notice to the Client if BIDDER determines that (a) a governmental, regulatory, or professional entity, or an entity having the force of law, has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of which would render BIDDER's performance of any part of the Contract illegal or otherwise unlawful or in conflict with independence or professional rules, or (b) circumstances change (including, without limitation, changes in ownership of the Client or any of its Affiliates) such that BIDDER's performance of any part of the Contract would be illegal or otherwise unlawful or in conflict with independence or professional rules. Upon termination of the Contract, the Client will compensate BIDDER under the terms of the Contract for the Services performed and expenses incurred through the effective date of termination.	As per RFP
125	Section 39: Contract	2.7.6: Payment upon termination	We request AIC to add the following in this clause: Upon termination, Bidder shall be paid for the services performed till effective date of termination	This is already there in the clause: Payment upon termination. That clause covers all contingencies.
126	Section 39: Contract	3.5 Accounting, Inspection and Auditing: The IS Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Company or its designated representative and/or the Company, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Company	Since our premises also contain documents and information pertaining to other client which are confidential in nature we request AIC to limit the review to records pertaining to service would be allowed for inspection i.e. copies of invoices and supporting Documents and we do not agree to allow audit of records as stated aforesaid on our premises.	The clauses says, 'in respect of services hereunder'. This in itself is sufficient to limit the audit and inspection to this project only.

127	Section 39: Contract	3.8 Documents Prepared by the IS Consultant to be the Property of the Company: All plans, drawings, specifications, designs, reports, other documents and software prepared by the IS Consultant for the Company under this Contract shall become and remain the property of the Company, and the IS Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Company, together with a detailed inventory thereof. The IS Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Company and the Company reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the IS Consultant and third parties for purposes of development of any such computer programs, the IS Consultant shall obtain the Company's prior written approval to such agreements, and the Company shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.	We request AIC to modify this clause as follows: On payment of all of BIDDER's fees in connection with this Contract, the Company shall obtain a non-exclusive license to use within its internal business, subject to the other provisions of this Contract, any Deliverables or work product for the purpose for which the Deliverables or work product were supplied. Deloitte retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that we may use or develop in connection with this Contract.	As per RFP
128	28.6	DETAILED ROLES AND RESPONSIBILITIES OF IS CONSULTANT	Request AIC to consider factoring the minimum effort estimation of the key SME's envisaged like Network, Java specialist and Software lifecycle management, Security, Server Infrastructure, Database, Testing (The consultant can help prepare multiple test cases based on the scenario and ensure Business functionality), etc. Such skilled resources are very important to ensure the right Assessment, Management, Monitoring, Analysis of the Consultants role in the project SEWA	As per RFP
129	28.1	DETAILED ROLES AND RESPONSIBILITIES OF IS CONSULTANT	Please make the scope Absolute in terms of what is to be covered under Project Management	Refer to Amendment to the RFP dated 12.01.2018
130	28.23	DETAILED ROLES AND RESPONSIBILITIES OF IS CONSULTANT	Please clarify What is the extent of the Consultants involvement in the benchmarking, Who will provide the tools for carrying out the Benchmarking? Who will provide the Environment and create the scenarios of Benchmarking? Will this also involve the Consultant to assess the Benchmark on Consultants defined metrics and prepare and share report of such Benchmarking?	Refer to Amendment to the RFP dated 12.01.2018
131	28	DETAILED ROLES AND RESPONSIBILITIES OF IS CONSULTANT	Request AIC to consider capping the various strategy documents which will be required to be reviewed including the capping of the processes as otherwise the Statement of Work is Broad	As per RFP
132	28	DETAILED ROLES AND RESPONSIBILITIES OF IS CONSULTANT	Testing is a specific function which needs to be factored as the SME's are from different Business units and skill sets. It is not separately in the commercial template which is missing as of now.	As per RFP
133	28.37	DETAILED ROLES AND RESPONSIBILITIES OF IS CONSULTANT	This are specific skill sets for VAPT and needs exclusive commercials which cannot be performed by the resource matrix shared in AIC's Commercial Template. It is overly difficult to arrive at the commercials transparently as most of the important project heads are not included in the Commercial Template	Refer to Amendment to the RFP dated 12.01.2018
134	NOTE		What is the location of the resource deployment ?	As per RFP
135	NOTE		The definition for resources are very generic in the tender document. Request AIC to consider the following: 1. One Project Manager 2. One resource (Infrastructure) 3. One resource (Database, ETL, Archival, Data Migration, etc.) on SQL and Oracle. 4. One Resource (Application configuration - Bespoke) 5. SME's for assign the functional specification and finalizing the functional requirement 6. TESTING: Testing effort for Resources (Application functionality, Infrastructure, Security, Etc) 7. VAPT - Needs to be factored with exclusive heads for quoting the commercial 8. One Resource (Security Components)	Refer to Amendment to the RFP dated 12.01.2018
136		PENALTY CLAUSE	There is no time Window defined to ascertain correction and movement from Instance to Another	As per RFP
137			In 2nd Instance 2% value does not define the Base value on which it will be executed. It should be only on the impacted Head and the residual service cost on that specific head	As per RFP
138			In the 3rd Instance - AIC needs to consider changing the clause as follows: " it to As decided by AIC and the Consultant based on materiality" as the contract is bipartite	As per RFP
139	Annexure - B	Commercial Bid	Whereas in the RFP document the evaluation is mentioned as H1	Refer to Amendment to the RFP dated 12.01.2018
140	Annexure - B	Commercial Bid	Request AIC to consider rationalizing the minimum requirement of resources to carry on with the multiple stages of the SOW as in RFP: 1.	Refer to Amendment to the RFP dated 12.01.2018
141	28.1	DETAILED ROLES AND RESPONSIBILITIES OF IS CONSULTANT	SOW needs to be absolute as against the current statement in the clause makes it open. The openness in the SOW makes difficult to ascertain effort and leads issues in Bid Approval	Refer to Amendment to the RFP dated 12.01.2018

142	28.6 28.12 28.24	DETAILED ROLES AND RESPONSIBILITIES OF IS CONSULTANT	Request AIC to consider provisionign certain services for Domain Experts in the overall Bid. Currently Domain Expert is requested only for Database. Request AIC to also consider Domain Expert for Network and Security, Infrastrucrure, non Life Insurance Domain funactional expertise, atleast for the first 18 months to 2 years durign the course of implementation of project SEWA.	Refer to Amendment to the RFP dated 12.01.2018
143	28.8	DETAILED ROLES AND RESPONSIBILITIES OF IS CONSULTANT		
144	28.16	DETAILED ROLES AND RESPONSIBILITIES OF IS CONSULTANT	This is a very broad project expectation for the Consultant. Consultant will supervise and share insights and guidance but will have no direct beargn on the success of the transition from ANNOPOORNA to SEWA if for any issues not attributable to the Consultant	Refer to Amendment to the RFP dated 12.01.2018
145	28.23	DETAILED ROLES AND RESPONSIBILITIES OF IS CONSULTANT	Clarifications: Performance Benchmarking is a separate one time activity which will need specialists in Assessments of such Benchamrking processes. This will involve tools and utilities which needs to be provided by the client and the Assessment will involve defining the Business Mix, Solution landscape and teh testign landscape, provide and suggest workarounds, define the operating environment of the solution Benchmarking exercise, Oversee the entire solution Benchamrking activity includign noting down the parameters and outcomes and finallay prepare a report sharing teh finding from teh benchmarking. Please include Benchmarkign as a sepearte line item in teh commercial as it needs specific skill sets to perform successfully	Refer to Amendment to the RFP dated 12.01.2018
146	28.25	DETAILED ROLES AND RESPONSIBILITIES OF IS CONSULTANT	Please clarify if the cosultant is expected ONLY to share an insight on Issues and possible methodologies and workaround possible to be considered to make such Data Migration successful.	Refer to Amendment to the RFP dated 12.01.2018
147	28.28	DETAILED ROLES AND RESPONSIBILITIES OF IS CONSULTANT	Clarifications: If such obligations are to be evaluated based on only yhe technicalities of the projects.	Refer to Amendment to the RFP dated 12.01.2018
148	28.29	DETAILED ROLES AND RESPONSIBILITIES OF IS CONSULTANT	Code review is not done typically by the consultant. This is the responsibility of the contracted SI. Request AIC to consider removing this	Refer to Amendment to the RFP dated 12.01.2018
149	28.34	DETAILED ROLES AND RESPONSIBILITIES OF IS CONSULTANT	Request AIC to consider makign the number of Policy documnts to be drafted / Updated absolute This should be trated as a separate cost head and in the commercial and this is never part of standard Project management Initiative as this needs Domain SME's which currently the tender hasn't called out for.	Refer to Amendment to the RFP dated 12.01.2018
150	28.35 & 28.36	DETAILED ROLES AND RESPONSIBILITIES OF IS CONSULTANT	This should ba eseparety called out for preparation of an Enterprise wide IT strategy for the organization. Request AIC to consider this as part of IT strategy SCOPE to be called out speparetly	Refer to Amendment to the RFP dated 12.01.2018
151			Testing is a specific skill set and service line which needs to be explicitly called out as the requirement of testing as mentioned in the RFP document is not onlt restricted to Advisory services but also includes deliverables for Testing Services like Development of Test Cases, Test Scripts, load testign of applciations, Testign application fuctionality, etc.  AIC is requested to consider this as an exclusive line item as this cannot be part of normal Project Management exercise for whcih they might allow to factor in Consortium	Refer to Amendment to the RFP dated 12.01.2018
152	6(i)	Conflicting assignment/job	Is this clause restricted to job/assignments which are limited to engagements with AIC. If so the same needs to be clarified. Also, the said provision puts the said restrictions on the affiliates of Consultant. The affiliates of the Consultant should not be bound by any such restrictions.	Refer to Amendment to the RFP dated 12.01.2018
153	6(ii)	Conflicting relationship	Considering the number of employees that we have, it is difficult for us to provide this confirmation. Hence consider deleting the provision which deals with background check to be done for our employees	As per RFP
154	28.28	Detailed roles and responsibilities of IS Consultant	Does this deal with contractual obligations i.e. terms and conditions of the contract or technical obligations. Expertise in legal terms and conditions should not be part of the scope of work.	Refer to Amendment to the RFP dated 12.01.2018
155	30 and 36	Penalty and indemnity	The RFP terms and conditions as well as the draft of the contract. Should we consider only the terms and conditions in the contract to apply and govern this relationship.	As per RFP
156	36	Indemnity	Indemnity to be restricted to the third party claims arising out of any death or personal injury caused due to negligence and wilful misconduct on the part of the employees or for breach of confidentiality	As per RFP
157	37	Termination	Termination notice period not clarified. Also it states that if performance is not found satisfactory by AIC which is an open ended statement and SLAs need to be clearly defined. For termination for convenience the termination period needs to be defined clearly.	As per RFP
158	3.5	Accounting, Inspection and Auditing	Number of times the audit will be conducted not specified. Also the auditor should not be a competitor of the bidder.	As per RFP

159	9 and 10.3	Liquidated damages and indemnity for IP infringement	Since the scope of work is limited to providing consulting services, liquidated damages and indemnity for breach of IP should not be applicable for the current RFP.	As per RFP
160	10.9	Limitation of liability	The limitation of liability for indirect damages to be absolute irrespective of whether there is an advance notice of possibility of such damages. This is in accordance with Sec 73 of the Indian contract Act.	As per RFP
161	3.3	IS consultant and affiliates not to engage in certain activities	This provision should not include affiliates of IS Consultant. Further, the term for the said restriction not clarified. Also clarity needs to be provided on whether the restrictions mentioned under this clause are for preventing us from providing goods or services similar to the ones provided by IS Consultant.	As per RFP