

**CORRIGENDUM–I RFP for Procurement and Implementation of Change Data Capture (CDC) and Extract Transform Load (ETL) Solution**

Ref: LIC/CO/IT-SD/EFEAP-NEXT/CDC-ETL/24-25/02 Dated: 01/08/2024

Date: 09/08/2024

**CORRIGENDUM – I**

Following modification is being issued under the above referred RFP. The bidders to note that these responses/clarifications shall form an integral part of the above referred RFP and resulting contracts, if any:

**Pre-Bid Query Responses for Procurement and Implementation of Change Data Capture (CDC) and Extract Transform Load (ETL) Solution**  
**RFP dated 01.08.2024**

SI no	RFP Documents references		Clause(in Brief) of RFP requiring clarifications	Brief detail query in reference to the clause	LIC's Response
	Section No.	Page No.			
1	3.1	17	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: a. The bidder backs out of the RFP process after the last date and time for submission of bids. b. The bidder is found to be indulging in Fraudulent & Corrupt practices as defined in this RFP. c. The Bidder withdraws or amends its Bid during the period of Bid validity. d. The Bidder makes any written statement or encloses any form which turns out to be False/ incorrect at any time prior to signing of Contract; or e. Bidder does not respond to requests for clarification of its Proposal.	<p><b><u>Request LIC team to consider below modifications:</u></b></p> 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: <del>a. The bidder backs out of the RFP process after the last date and time for submission of bids.</del> b. The bidder is found to be indulging in Fraudulent & Corrupt practices as defined in this RFP. c. The Bidder withdraws or amends its Bid during the period of Bid validity. d. The Bidder makes any written statement or encloses any form which turns out to be False/ incorrect at any time prior to signing of Contract; or	Please be guided by the RFP.

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			<p>f. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.</p> <p>g. The successful bidder does not accept the Purchase Order issued by LIC or fail to sign the Contract(s) within the time prescribed by LIC.</p> <p>h. The Bidder qualifies in this RFP as a successful bidder but fails or refuses to fulfill his contractual obligations after the award of contract and in case the bidder has not submitted PBG.</p> <p>i. In the case of a successful Bidder, the bidder qualifies and backs out of their L1 quotes or, if the Bidder fails</p> <ul style="list-style-type: none"> <li>· to sign the Contract; or</li> <li>· to furnish unconditional and irrevocable Guarantee towards the Performance Guarantee as mentioned in this RFP or to furnish Non-Disclosure Agreement (NDA) as per LIC's format (Annexure-5)</li> </ul>	<p><del>e. Bidder does not respond to requests for clarification of its Proposal.</del></p> <p>f. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.</p> <p><del>g. The successful bidder does not accept the Purchase Order issued by LIC or fail to sign the Contract(s) within the time prescribed by LIC.</del></p> <p>h. The Bidder qualifies in this RFP as a successful bidder but fails or refuses to fulfill his contractual obligations after the award of contract and in case the bidder has not submitted PBG.</p> <p>i. In the case of a successful Bidder, the bidder qualifies and backs out of their L1 quotes or, if the Bidder fails</p> <ul style="list-style-type: none"> <li>· to sign the Contract; or</li> <li>· to furnish unconditional and irrevocable Guarantee towards the Performance Guarantee as mentioned in this RFP or to furnish Non-Disclosure Agreement (NDA) as per LIC's format (Annexure-5)</li> </ul>	
2	3.13	20	Undertaking for Warranty, AMC, ATS and Quality Assurance	Annexure - 6 UNDERTAKING FOR WARRANTY Suggest this undertaking should be signed by OEM instead of Bidder. Since warranty, ATS and entire product is coming from OEM	Please be guided by the RFP.

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3	3.11 (18)	20	18. In case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, a penalty of 10,000/- (Rupees Ten Thousand only) per violation will be charged. For example: if the Bid is not spirally bound a penalty of 10,000/- (Rupees Ten Thousand only) will be imposed. Upper cap for this penalty is Rs.1,00,000/- (Rupees One Lakh only).	Request LIC team to delete this clause as it is onerous provision	Please be guided by the RFP.
4	Warranty and Annual Maintenance Contract/Annual Technical Service	21	Point no 2 The Bidder shall provide services of an expert engineer at Data Centers or at any other locations whenever required.	Please specify locations where support would be required.	Details will be shared with successful bidder.
5	Warranty and Annual Maintenance Contract/Annual Technical Service	22	Point no 7. The Bidder shall be agreeable for on-call/on-site support during peak weeks and at the time of switching over from Production to DR and vice-versa.	Which office of LIC is required to be given support. Please specify	Details will be shared with successful bidder.
6	4.3.1	28	11. Future Compatibility: Ensure compatibility with upcoming projects and new data technologies like Data Lake. Future compatibility includes any future requirement/project of LIC as well as upcoming technologies.	Do we need to include big data connector in the BOQ, or the proposed solution must have an option to be later add required licenses component and support data lake as output source.	The process of integration with Data Lake and System of engagement has already been stated in the RFP. Please be guided by RFP.
7	4.3.1 General Requirements	28	DR Scenario	<b>Need Change :</b> What are different set of methods used for DR. Active standby instead of Active,Active.	The DR methodology for proposed solution is to be proposed by the bidder.

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8	4.3.2 Data Architecture and infrastructure	28	Source Systems for CDC	What will be <b>technology stack of Other Source Systems</b> which may work as source system for CDC? <b>RDBMS, Files (JSON) ??</b>	The technology stack details will be shared as and when the system is available for integration with CDC.
9	4.3.2	29	Point no 1 a. Core Insurance: The Source for CDC Tool is LIC's Core Insurance OLTP Database which is segregated into multiple database instances hosted across few geographic locations in India with multiple Disaster Recovery setups	Considering there are 4 DR sites, we assume that the CDC-ETL environment will require core DR site as well? If that is not a case please confirm no. of DR sites for CDC-ETL environment.	Kindly check Section 4.3.3 of the RFP.
10	4.3.2 Data Architecture and infrastructure	30	Volumetric for sizing	Can we understand % <b>Complexity (Simple, Medium &amp; High)</b> for below processes 1.) CDC process 2.) Staging process 3.) ETL process will need <b>definition of each of these complexities</b>	Data Volume and number of tables are provided to arrive at the complexities. Please be guided by the RFP.
11	4.3.2 Data Architecture and infrastructure	30	Volumetric for sizing	Can we understand the <b>count</b> of possible <b>rules for data cleansing, transformation, validation and aggregation</b> for staging data along with % Complexity (Simple, Medium & High) and its definition.	Details will be shared with successful bidder.
12	4.3.2 Data Architecture and infrastructure	30	Volumetric for sizing	Is there any CLOB/LOB data to be considered for data replication/CDC. If yes, what are the volumetric of these scenario's	The CDC tools must have support for various data types like blob, clob, nclub.
13	4.3.2 Data Architecture and infrastructure	30	Volumetric for sizing	Is there <b>clarity on volumetric for IFRS 17/IND-AS system feeds &amp; Other system feed?</b> If not can these be eliminated for sizing scope?	Details will be shared with successful bidder.

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14	4.3.2 Data Architecture and infrastructure	30	Volumetric for sizing	What will <b>volumetric for historical load</b> for Source Systems - 1.) Core Insurance 2.) Online Data Store (ODS) 3.) Others	Historical data transfer can be done by bidder using standard data transfer mechanism; bidder to decide whether CDC/ETL tool is required to be used for this process.
15	4.3.3 Proposed Infrastructure requirements	32	The hardware for hosting the proposed Solution along with Staging Area and DR will be provided by LIC.	Will the LIC providing physical servers or virtual server?	Please check point 3 of section 4.3.3 of the RFP.
16	4.3.8 Point no 5	37	Deploy appropriate resources at LIC's premise for timely implementation	We assume that the location is LIC Mumbai HO. If location is other than Mumbai please specify.	Please check section 5 of the RFP.
17	4.3.8 Project Implementation and Project Management	37	Performance Testing environment & Data	Will there be a <b>dedicated environment with production like data &amp; volume to validate Performance NFR</b> ? If not, can some dedicated environment have volume & Infrastructure as % of production where data can be extrapolated for validating NFR	Regular performance of CDC ETL Solution environment will be tested by the bidder in order to validate system capacity and identify potential bottlenecks.
18	5.1.3.	41	L2 Engineer - OEM ADMIN	Can we consider addition role for L2 associate for performing <b>OEM Admin tasks</b> ?	The requirement of L2 engineers stated in the RFP is minimum, bidder has to deploy adequate number of L2 engineers to manage and implement the entire CDC-ETL solution optimally.
19	6 Point no 6	42	Bidder/OEM reference for any similar CDC solution which was implemented in at least 1 organization in India having PO/Work Order Date on or after 01/01/2019 OR if the solution was implemented before 01/01/2019 then the project/reference should be in	Suggested change - If OEM reference is submitted, declaration is to be submitted by both Bidder and OEM stating that implementation of the CDC Tool will be done by Bidder in collaboration with the OEM.	As per RFP bidder is to perform all the activities in collaboration with OEM. Declaration by both bidder and OEM has to be submitted that the implementation will be

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			<p>maintenance phase after 01/01/2019. If OEM reference is submitted, declaration is to be submitted by both Bidder and OEM stating that implementation of the CDC Tool will be done by OEM</p>	<p>Also, as part of reference submission from/on behalf of OEM, OEM will declare stating that Industry Category of Customer and Solution implemented. Once Bidder &amp; OEM is finalized/shortlisted, OEM can share the PO/Completion Certificate with reference Customer Name.</p>	<p>done in collaboration of bidder and OEM resources.</p>
20	6 Point no 7	43	<p>Bidder/OEM reference for any similar ETL solution which was implemented in at least 1 organization in India having PO/Work Order Date on or after 01/01/2019 OR if the solution was implemented before 01/01/2019 then the project/reference should be in maintenance phase after 01/01/2019. If OEM reference is submitted, declaration is to be submitted by both Bidder and OEM stating that implementation of the ETL Tool will be done by OEM</p>	<p>Suggested change - If OEM reference is submitted, declaration is to be submitted by both Bidder and OEM stating that implementation of the CDC Tool will be done by Bidder in collaboration with the OEM.</p> <p>Also, as part of reference submission from/onbehalf of OEM, OEM will declare stating that Industry Category of Customer and Solution implemented. Once Bidder &amp; OEM is finalized/shortlisted, OEM can share the PO/Completion Certificate with reference Customer Name.</p>	<p>As per RFP bidder is to perform all the activities in collaboration with OEM. Declaration by both bidder and OEM has to be submitted that the implementation will be done in collaboration of bidder and OEM resources.</p>
21	7. Evaluation Process	46	<p>Step 2 Point 8</p>	<p>8. LIC reserves the right to decide on the POC requirement, scope and the scale of POC, duration of POC and in this regard the decision of LIC will be final. POC success criteria not explained</p>	<p>Please be guided by RFP. Details regarding POC will be shared at later stages of RFP.</p>
22	Section 7 Step 2	46	<p>The POC will be conducted in Bidder's premises. However at a future date LIC may decide to conduct the POC at its own premises. LIC will inform the bidder in advance about the place where the POC would be conducted</p>	<p>We assume that the LIC will provide Source-Target structure and required data for POC if it needs to be conducted on Bidder's Premises. Please confirm.</p>	<p>Please be guided by RFP. Details regarding POC will be shared at later stages of RFP.</p>

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23	9.3	49	<p>Except in cases of criminal negligence or wilful misconduct and in case of infringement of intellectual property rights, patent, trademark, copyright or industrial design rights both parties shall not be liable, 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 supplier/Bidder to pay liquidated damages to LIC and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>	<p><b><u>Request LIC team to consider below modifications:</u></b></p> <p>Except in cases of <b>gross</b> / criminal negligence or wilful misconduct <del>and in case of infringement of intellectual property rights, patent, trademark, copyright or industrial design rights</del> both parties shall not be liable, 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 supplier/Bidder to pay liquidated damages to LIC and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p> <p><b><i>To the maximum extent permitted by applicable law, in no event shall either Party's total aggregate liability (whether in contract or in tort or under any other form of liability), howsoever arising or caused, under or in connection with this agreement, regardless of the form of the action, exceed the total fees paid by the LIC in the preceding twelve (12) months under the Agreement/RFP.</i></b></p>	<p>Please be guided by the RFP.</p>
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24	9.4	50	7. Failed to provide clarifications related thereto, when sought WITHIN STIPULATED TIME. 8. Exhibited a record of poor performance in the service delivery.	Request LIC to consider for deletion of this clause as a situation may arise wherein the nature of query may itself be time consuming or dependent on any third party. Poor performance in service delivery is a vague statement. May this be onerous on to the other party as the poor performance may be due to certain constraint reasons which both party may be aware	Please be guided by the RFP.
25	9.11	53	Performance Bank Guarantee (PBG)	Request client to remove:  An <del>unconditional</del> and irrevocable Performance Bank Guarantee (from a scheduled/nationalized Bank and having Branches in Mumbai) (as per Annexure-7) to the tune of 5% of the Grand Total Cost/TCO, shall be submitted by the selected Bidder, for the equipment(s) supplied/ Services offered against this RFP. In case the Bidder defaults in renewal of PBG, the PBG or part thereof may be invoked and LIC's decision in this matter will be final.	Please be guided by the RFP.
26	9.11	53	Failure to do so may attract a penalty of 5,000/-per day, subject to maximum penalty of 1,50,000/-	Request LIC team to delete the penalty clause as it shall be onerous to the other party and extended period may be due to certain reason which are beyond control	Please be guided by the RFP.
27	9.9	53	The terminated selected Bidder shall support takeover of the solution by LIC or a new Bidder 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.	Request LIC team to reduce the transition period to 1 month. For the purpose of clarity request you to specify that the transition period shall bear cost and expenses to LIC.	Please be guided by the RFP.



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28	9.13	55	Signing of Contract - The Bidder should not, under any circumstances, request for an increase in the prices once prices are approved by LIC. No price variation relating to increases in Government levies/ taxes/cess/ customs duty and excise duty including any newly introduced taxes shall be permitted.	Request to review this point as bidder does not have any control or role to play in govt tax, Nor the bidder can estimate, provision any amount . Kindly lock prices excluding of tax and Any change in the Government tax structure & duties to be paid by LIC.	Please be guided by the RFP.
29	9.14	55	The Bidder is required to commence the services within 15 days from award of contract, failing which Life Insurance Corporation of India reserves the right to levy penalty, as stipulated in the RFP	Suggested change - The Bidder is required to commence the services within 30 days from award of contract,	Please be guided by the RFP.
30	9.22	57	Any Change in the constitution of the firm, etc. shall be notified forth with by the Bidder in writing to LIC and such change shall not relieve any former member of the firm, etc., from any liability under the contract.	We understand that in case of merger or sale of substantial assets of the Company to any third shall be covered under this Clause and the Bidder needs to notify regarding the same to LIC team and execute the Novation Agreement wherein all the terms and conditions as agreed hereunder shall be transferred to the third Party, who shall be under obligation to perform all such services	Please be guided by the RFP.
31	9.24.1	58	If requested by LIC, provide a replacement person of suitable ability and qualifications, having appropriate technical qualifications and experience equivalent or more than the replaced person, at no additional charge and at the earliest opportunity; and	In order to be aligned with understanding, we believe that for such replacement at least 4 weeks prior written shall be provided by LIC.	Please be guided by the RFP.
32	9.25	58	As part of this project bidder/service provider will use software/tool to deliver services. If the use of any such	<b><u>Request LIC team to consider modification as below:</u></b>	Please be guided by the RFP.

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			software by / for LIC, infringes the intellectual property rights of any third person, bidder shall be primarily liable to indemnify LIC to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder under this project.	As part of this project bidder/service provider will use software/tool to deliver services. If the use of any such software by / for LIC, infringes the intellectual property rights of any third person, <b><i>reasons solely attributable to the Bidder</i></b> , bidder shall be primarily liable to indemnify LIC to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations <b>etc.</b> arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder under this project.	
33	9.25.1	58	If a third party lays a claim for any partial or full ownership of any software or its components supplied by the bidder, which jeopardize, disrupt or endanger the LIC’s right of uninterrupted use of the software, the bidder shall at no cost whatsoever to the LIC,	<b><u>Request LIC team to consider modification as below:</u></b>  If a third party lays a claim for any partial or full ownership of any software or its components, supplied by the bidder ( <b><i>reasons solely attributable to the Bidder</i></b> ), which , jeopardize, disrupt or endanger the LIC’s right of uninterrupted use of the software, the bidder shall at no cost whatsoever to the LIC,	Please be guided by the RFP.
34	9.25.3	59	Third Party Material The Bidder must have ownership or obtain all necessary copyright and other Intellectual Property Right permissions before making any Third Party Material available as Auxiliary Material for the purpose of performance of services under this RFP and resulting contract.	Request LIC team to consider for deletion of this Clause as it may be uncertain to provide IPR rights to LIC from third party, except for limited purpose as agreed between parties during execution. Further, the definition of Auxiliary Material is also not provided.	Please be guided by the RFP.
35	9.25.4	59	LIC ownership of Intellectual Property Rights in Contract Material	Request LIC team to consider for deletion of this Clause as it may be uncertain to provide IPR	Please be guided by the RFP.

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				<p>rights to LIC from third party, except for limited purpose or timeline, depending upon the material. Also, the definition of Contract Material is not provided</p> <p><b>We request to modify clause as below</b>                  To the extent that any pre-existing Intellectual Property Rights of Bidder is incorporated into the Deliverables, Bidder grants to the LIC a, limited period, non-transferable, non-licensable, royalty-free, non-exclusive license to use such pre-existing Intellectual Property Rights as part of the Deliverables for LIC solely to the extent necessary for LIC to use the Services or Deliverable, provided that no portion of Bidder’s Intellectual Property Rights will be unbundled or separated or used as standalone product or deployment tool.</p>	
36	9.25.8	60	<p>IPR Warranty                  The Bidder will warrant that:                  1. The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and                  2. It has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause.</p>	<p>Request LIC team to consider for deletion of this Clause as definition of Warranted Materials is not provided and creates an onerous obligations on the Bidder. We suggest to re-negotiate this clause at the time of execution of the Contract.</p>	<p>Please be guided by the RFP.</p>
37	9.29.3	61	<p>Parties to resolve Dispute</p>	<p>Request LIC team to consider for appointment of sole arbitrator with mutual consent. It may expedite the resolution process and may be monetary friendly path for each Party.</p>	<p>Please be guided by the RFP.</p>

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38	9.29.7	62	The Bidder shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	Request LIC team to consider for deletion of this Clause as this may be onerous obligation to the Bidder.	Please be guided by the RFP.
39	10.1 Project Timelines	63	Clarity on acceptance of Milestones - UAT	Can we get more clarity on "Complete Implementation" acceptance criteria for Milestones.	End to end implementation from Source to target systems is to be done by the bidder.
40	10.1 Project Timelines	63	Milestone - Timelines	Is there a possibility to <b>propose addition for 10-15 days to per Milestone to manage successful execution including UAT (user acceptance)</b> and ensuring all required parameters of Go-Live are met.	Please be guided by the RFP.
41	10.1 Project Timelines	63	Clarity on acceptance of Milestones - UAT	Is there any <b>time duration recommended by users</b> to be considered for <b>UAT</b> for the <b>Milestone time frame</b> ?	The required details are available in the RFP. Please be guided by the RFP.
42	10.1 Project Timelines	63	Clarity on acceptance of Milestones - Sign-off	What will be the <b>acceptance criteria, measures to certify/ sign-off</b> - e.g. validating the reconciliation report or validation via reporting/analytical layer. Will the <b>acceptance criteria be shared by users</b> before commencement of Milestone?	All the activities (from milestone M1 to M11) as stated in Timeline Table and anywhere else in the RFP are to be completed by the bidder.

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43		<p>64</p> <p><b>Implementation Cost</b></p> <p>10% Payment of Implementation Cost will be made after successful initial CDC implementation and signoff by LIC as per Milestone M4.</p> <p>Total 20% Payment of Implementation Cost will be made after sign-off by LIC as per Milestone M5. Out of this</p> <p>Total 20% Payment of Implementation Cost, 5% Payment of Implementation Cost may be made after sign-off by LIC for each incremental 100 table implementation.</p> <p>Total 10% Payment of Implementation Cost will be made after sign-off by LIC as per Milestone M6. Out of this Total 10% Payment of Implementation Cost, 2% Payment of Implementation Cost may be made after sign-off by LIC for each incremental 100 table implementation</p> <p>10% Payment of Implementation Cost will be made after successful initial ETL implementation and sign-off by LIC as per Milestone M7.</p> <p>Total 20% Payment of Implementation Cost will be made after sign-off by LIC as per Milestone M8. Out of this Total 20%</p>	<p><b>Request to change Implementation payment terms as follows</b></p> <p>10% Payment of Implementation Cost will be made after successful initial CDC implementation and signoff by LIC as per Milestone <b>M2</b>.</p> <p>Total 15% Payment of Implementation Cost will be made after sign-off by LIC as per Milestone <b>M4</b>.</p> <p>Total 15% Payment of Implementation Cost will be made after sign-off by LIC as per Milestone <b>M5</b>.</p> <p>10% Payment of Implementation Cost will be made after successful completion of Milestone <b>M7</b>.</p> <p>30% Payment of Implementation Cost will be made after successful completion of Milestone <b>M8</b>.</p> <p>10% Payment of Implementation Cost will be made after sign-off by LIC as per milestone <b>M10</b>.</p> <p>Remaining 10% Payment of Implementation Cost will be made after Project completion sign-off as per milestone <b>M12</b>.</p>	<p>Please be guided by the RFP.</p>
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			<p>Payment of Implementation Cost, 5% Payment of Implementation Cost may be made after sign-off by LIC for each incremental 100 table implementation.</p> <p>20% Payment of Implementation Cost will be made after sign-off by LIC as per milestone M10.</p> <p>Remaining 10% Payment of Implementation Cost will be made after Project completion sign- off as per milestone M12.</p>		
44	10.3 (9)	65	<p>LIC reserves the right to temporarily withhold payments and impose penalty, if it is not satisfied with progress made during that period or if there is a delay in activity timelines.</p>	<p>Request LIC team to consider for deletion of this Clause as withholding any payment may be cause financial burden and may impact the operations of the business. However, a PBG has been provided by the Bidder to safeguard the interest of LIC</p>	<p>Please be guided by the RFP.</p>
45	10.3 (15)	65	<p>Expenses: It may be noted that LIC will not pay any amount/ expenses/ charges/ fees/ travelling expense/ boarding expenses/ lodging expenses/ conveyance expenses/ out of Pocket expenses other than the Agreed Contract Value.</p>	<p><b><u>Request LIC team to consider the limited modification:</u></b></p> <p><i>However, any additional expenses including but not limited to travelling, accommodation expenses, etc. incurred by the bidder associated with the Services shall be reimbursed by the LIC to the extent they are pre-approved by LIC.</i></p>	<p>Please be guided by the RFP.</p>
46	10.3.2	66	<p>There shall be a penalty for non-adherence to the time schedule of Project Timelines. The total penalty will be capped at 10% of the total contract value.</p>	<p>Request LIC team to consider for penalty to be capped at 10% at the delayed value of the project.</p>	<p>Please be guided by the RFP.</p>

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47	10.3.3	66	<p>If an invoice is found to have been rendered incorrectly after payment, any underpayment or over payment will be recoverable by or from the Bidder, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by LIC to the Bidder under the contract.</p>	<p><b><u>Request LIC team to delete the clause and consider the below:</u></b></p> <p>If LIC finds any discrepancies in the invoices, if any may be raised by the LIC in good faith within seven (7) days. The invoice shall be deemed to be undisputed if the discrepancies are not raised within seven (7) days. For disputed invoice, the Parties shall mutually discuss the dispute in good faith and settle the disputes amicably. Further, once the discrepancies are cleared, the LIC shall be liable to pay the amount to the Bidder within seven (7) days of clearance.</p>	<p>Please be guided by the RFP.</p>
48	11.1.1 (9)	72	<p>The Bidder will abide by the job safety measures prevalent in India and will free LIC from all demands or responsibilities arising from accidents or loss of life the cause of which is the Bidder’s negligence. The Bidder will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated.</p>	<p><b><u>Request LIC team to consider the below modified changes:</u></b></p> <p>The Bidder will abide by the job safety measures prevalent in India and will free LIC from all demands or responsibilities arising from accidents or loss of life the cause of which is <b><i>due to solely artibutable</i></b> to the Bidder’s negligence which <b><i>are not at LIC’s premises</i></b>. The Bidder will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated.</p>	<p>Please be guided by the RFP.</p>

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49	11.1.5	73	<p>Assignments The Bidder will not be allowed to assign, in whole or in parts, its obligations under the Contract, to any other entity.</p>	<p>In case of merger or sale of substantial assets of the Company to any third shall be covered under this Clause and the Bidder needs to notify regarding the same to LIC team and execute the Novation Agreement wherein all the terms and conditions as agreed hereunder shall be transferred to the third Party, who shall be under obligation to perform all such services. It this case considered as Assignment?</p>	<p>Please be guided by the RFP.</p>
50	11.3	74	<p>Notwithstanding the above, the decision of LIC shall be final and binding on the Bidder.</p>	<p>Request LIC team for deletion of this clause and consider to resolve the matter mutually by the Parties, basis the circumstances and situations brought forward by the Bidder</p>	<p>Please be guided by the RFP.</p>



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51	11.4 (1)	74 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 LIC/CO/IT-SD/EFEAP-NEXT/CDC-ETL/24-25/02 Dated: 01/08/2024 Page 75 of 145 pertaining to intellectual property, patent, trademarks, copyrights etc., any claims from third party, , corporation or other entity (including LIC) attributable to the Bidder's negligence or willful default in performance or non-performance under the contract, and services provided by successful bidder. If LIC promptly notifies Bidder in writing of a third party claim against LIC that any Service provided by the Bidder infringes a copyright, trade secret or Indian patents of any third party, Bidder will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Bidder will not indemnify LIC, however, if the claim of infringement is caused by:	<p><b><u>Request LIC team to consider below modification:</u></b></p> <p>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 <del>etc.</del>, any claims from third party, corporation or other entity (including LIC) <b>solely</b> attributable to the Bidder's <b>gross</b> negligence or willful default in performance or non-performance under the contract, <del>and services provided by successful bidder.</del> If LIC promptly notifies Bidder in writing of a third party claim against LIC that any Service provided by the Bidder infringes a copyright, trade secret or Indian patents of any third party, Bidder will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Bidder will not indemnify LIC, however, if the claim of infringement is caused by:</p>	Please be guided by the RFP.
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52	11.4 (2)	75	<p>2. If any Service is or likely to be held to be infringing, Bidder will at its expense and option either</p> <p>a. Procure the right for LIC to continue using it,</p> <p>b. Replace it with a non-infringing equivalent,</p> <p>c. Modify it to make it non-infringing.</p>	<p><b><u>Request LIC team to considered below modification:</u></b></p> <p>2. If any Service is <i><b>infringed due to reasons solely attributable to Bidder</b></i>, <del>or likely to be held to be infringing</del>, Bidder will at its expense and option either</p> <p>a. Procure the right for LIC to continue using it,</p> <p>b. Replace it with a non-infringing equivalent,</p> <p>c. Modify it to make it non-infringing.</p>	<p>Please be guided by the RFP.</p>
53	11.5	76	<p>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 Bidder and used/consumed by LIC, the Supplier/Bidder 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/Bidder to pay liquidated damages to LIC and the aggregate liability of the Supplier/Bidder to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not</p>	<p><b><u>Request LIC team to consider below modification:</u></b></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 Bidder and used/consumed by LIC, the Supplier/Bidder 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/Bidder to pay liquidated damages to LIC and the aggregate liability of the Supplier/Bidder to LIC, whether under the Contract, in tort or otherwise, shall not exceed the <b>10% of the</b> total Contract Price <b>provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</b> However it is expected that the bidder/vendor</p>	<p>Please be guided by the RFP.</p>

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			<p>apply to the cost of repairing or replacing defective equipment. However it is expected that the bidder/vendor will take utmost care so as to avoid any indirect or consequential loss of damage.</p>	<p>will take utmost care so as to avoid any indirect or consequential loss of damage.</p>	
54	11.7	76	<p>The bidder agrees for the following continuity arrangements to ensure the business continuity of LIC:</p> <p>1. 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>2. 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><b><u>Request LIC team to consider below modification:</u></b></p> <p>The bidder agrees for the following continuity arrangements to ensure the business continuity of LIC:</p> <p>1. 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. <b><i>However, LIC understands and acknowledges that any such aforementioned assistance provided shall be with an additional cost to the LIC and be paid by the LIC within 30 days from the date of invoice.</i></b></p> <p>2. 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, <b><i>at LIC's sole cost and expenses.</i></b> And if LIC gives a prior notice to the service provider before availing such service from any other alternative source, the service provider</p>	<p>Please be guided by the RFP.</p>

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				shall be liable to reimburse the expenses, if any incurred by LIC in availing such services from the alternative source.	
55	11.11 (2)	79	2. 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) LIC may 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 clauses mentioned in RFP.	<p><b><u>Request LIC team to consider below modification:</u></b></p> <p>2. 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, <b><i>reasons are solely attributable to Bidder</i></b>, LIC may (in addition to its other remedies) LIC may terminate/cancel the contract by giving one month’s notice, without assigning <del>any</del> <b><i>such</i></b> reasons, <b><i>post notice of cure is issued by LIC, giving at least 30 days cure period or such extended timeline as required by the nature of performance</i></b>. 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 clauses mentioned in RFP.</p>	Please be guided by the RFP.

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56	11.11 (3)	79	3. However, in case of termination /cancellation of Contract, the Contractor cannot absolve their responsibility towards the assets owned by LIC and kept / stored in their Co-Location Data Centre facility and has to comply with the requirement stipulated in this document. The successful bidder shall have no right of termination of Contract.	<p><b><u>Request LIC team to consider below modification:</u></b></p> <p>3. However, in case of termination /cancellation of Contract, the Contractor cannot absolve their responsibility towards the assets owned by LIC and kept / stored in their Co-Location Data Centre facility and has to comply with the requirement stipulated in this document. <del>The successful bidder shall have no right of termination of Contract.</del></p>	Please be guided by the RFP.
57	11.11.1	79	LIC may, at any time, by a prior written notice of 30 days, terminate the contractor and / or reduce the scope of the Services.	<p><b><u>Request LIC team to consider below modification:</u></b></p> <p><i>Either Party</i> may, at any time, by a prior written notice of 30 days, terminate the contractor and / or reduce the scope of the Services.</p>	Please be guided by the RFP.
58	11.11 (1)	79	The contract will remain valid till all obligations of the contractor, as stipulated in the contract are fulfilled.	<p><b><u>Request LIC team to consider below modification:</u></b></p> <p>The contract will remain valid till all <i>Service</i> obligations of the contractor, <b><i>to the extent agreed between the parties</i></b>, as stipulated in the contract are fulfilled.</p>	Please be guided by the RFP.

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59	11.11.2	80	Notwithstanding what has been stated this RFP LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part if the Bidder fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Bidder fails to perform any other obligation(s) under the Contract.	<p><b><u>Request LIC team to consider below modification:</u></b></p> <p>Notwithstanding what has been stated this RFP LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract, <b><i>reaons which are solely attributable to Bidder</i></b>, in whole or part if the Bidder fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Bidder fails to perform any other obligation(s) under the Contract.</p>	Please be guided by the RFP.
60	11.11.2	80	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 Bidder shall be liable to LIC for any excess costs for such similar systems or Services. However, the Bidder shall continue the performance of the Contract to the extent not terminated.	Request LIC team to delete this clause as it is onerous provision and have an financial impact on the Bidder.	Please be guided by the RFP.
61	11.11.1 (5)	80	LIC is not liable to pay compensation under clause ('3') supra, if the amount, in addition to any amounts paid or due, or becoming due, to the Bidder under the contract, exceeds the total Service Charges payable under the Contract. The Bidder is not entitled to compensation for loss of prospective profits.	Request LIC team to delete this clause as it is onerous provision and have an heavy financial impact on the Bidder.	Please be guided by the RFP.

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62	11.11.1 (6)	80	The systems that are complete and ready for delivery within 30 days after the Bidder’s receipt of notice of termination shall be accepted by LIC as per the Contract. For the remaining systems, LIC may choose to have any portion completed and delivered at the Contract terms and prices, and /or to cancel the remainder and pay to the Bidder an agreed amount for partially completed systems and for materials and parts previously procured by the Bidder.	Request LIC team to delete this clause as it is onerous provision and have an heavy financial impact on the Bidder.	Please be guided by the RFP.
63	11.11.8	81	Business continuity beyond contract period At the end of the contract period the Bidder shall support takeover of the solution by LIC or a new Bidder selected by LIC for business continuity.	<b><u>Request LIC team to consider below modification:</u></b>  At the end of the contract period the Bidder shall support takeover of the solution by LIC or a new Bidder selected by LIC for business continuity. <b><i>However, LIC understands and acknowledges that any such aforementioned assistance provided shall be with an additional cost to the LIC and be paid by the LIC within 30 days from the date of invoice.</i></b>	Please be guided by the RFP.
64	11.11.9 (3)	81	The Parties agree that duration of Knowledge transfer shall in no event exceed for more than 90 days.	<b><u>Request LIC team to consider below modification:</u></b>  The Parties agree that duration of Knowledge transfer shall in no event exceed for more than <b><i>30 days. However, LIC understands and acknowledges that if the Knowledge transfer exceeds 30 days, LIC shall be liable to pay additional cost to Bidder, as per the rated</i></b>	Please be guided by the RFP.

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				<i>agreed between the Parties.</i>	
65	11.12.1	82	Service of notices	Request you to consider for including the delivery of notices by email or any other electronic means	Please be guided by the RFP.
66	11.27	85	Site Not Ready Cases	Suggested change - Remove this clause as this might not be applicable for this RFP	Please be guided by the RFP.
67	11.28	86	Right to Inspect	Request LIC team to consider that prior to inspection at least 10 days or reasonable period notice shall be provided to the Bidder	Please be guided by the RFP.
68	Pre-Integrity Pact - 3.5	90	3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.	Request LIC team to consider deletion of limited part as certain Bidder shall not be original manufacturer/ integrator/authorized agent of the stores/equipment/items and shall be procuring the Material only for the purpose of fulfilment of this RFP.	Please be guided by the RFP.
69	Pre-Integrity Pact - 5	91	Sanctions for Violations	Request LIC team to consider deletion of the entire clause as it is onerous obligations and an opportunity of being heard to NSEIT should be provided or otherwise, Arbitration can be invoked to resolve the dispute	Please be guided by the RFP.



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70	Annexure-EC - Part-B	120	Annexure-EC - Part-B	CMMI level is required? Not mentioned in Eligibility criteria but it is mentioned in Annexure EC	The annexure may be submitted giving details if CMMI certificate is available. Eligibility evaluation will be based on eligibility criteria mentioned in RFP.
71	Annexure-19	132	Manufacturers' Authorization Form (MAF)	Request to allow provisional Manufacturers' Authorization Form (MAF)	Please be guided by the RFP.
72	Technical Scoring	135	Relevant Implementations reference of the proposed CDC Solution. (Maximum 5 Best References per Bid)  CDC solution Reference to include the size of data extracted.	Can Bidder submit OEM Reference and qualify to score equal number of marks.	Technical Scoring for this condition is for the tool proposed, so OEM reference of the proposed tool can be submitted.
73	Technical Scoring	135	Relevant Implementations reference of the proposed ETL Solution. (Maximum 3 Best References per Bid)  ETL solution Reference to include the size of data loaded.	Can Bidder submit OEM Reference and qualify to score equal number of marks.	Technical Scoring for this condition is for the tool proposed, so OEM reference of the proposed tool can be submitted.
74	Technical Scoring	135	Relevant Implementations reference of the proposed CDC/ETL/CDC-ETL Solution implementation in an organization in India. (The CDC/ETL/CDC-ETL components may be part of a larger project)	Can Bidder submit OEM Reference/Declaration and qualify to score equal number of marks.	Technical Scoring for this condition is for the tools proposed, so OEM reference of the proposed tool can be submitted.
75	Technical Scoring	135	Previous Implementation of the Entire Proposed Solution (CDC+ETL) in any organization.	Can Bidder submit OEM Reference/Declaration and qualify to score equal number of marks.	Technical Scoring for this condition is for the solution proposed, so OEM reference of the proposed solution can be submitted.

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76	Annexure 22	141	Point 4, Bid submission date 16/08/2024	Please extend the bid submission date.	Please be guided by RFP
77	10.2 Payment Terms	63 & 64	<p>All software licenses/first year subscription cost associated with the Solution:</p> <p>35% Payment of Software Cost will be made after successful initial CDC implementation and sign-off by LIC as per Milestone M4.</p> <p>35% Payment of Software Cost will be made after successful initial ETL implementation and sign-off by LIC as per Milestone M7.</p> <p>20% Payment of Software Cost will be made after signoff by LIC as per milestone M10.</p> <p>Remaining 10% Payment of Software Cost will be made after Project completion sign-off as per milestone M12.</p>	<p><b>Request to change payment terms as follows</b></p> <ol style="list-style-type: none"> <li>1. 90% Payment of Software Cost post completion of M1</li> <li>2. 5% Payment of Software Cost post completion of M4</li> <li>3. 5% Payment of Software Cost post completion of M7</li> </ol> <p>The reason for suggesting this change is that the bidder require to pay software cost upfront to OEM.</p>	Please be guided by the RFP.

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78	10.2 Payment Terms	63 & 64	<p>All software licenses/first year subscription cost associated with the Solution:</p> <p>35% Payment of Software Cost will be made after successful initial CDC implementation and sign-off by LIC as per Milestone M4.</p> <p>35% Payment of Software Cost will be made after successful initial ETL implementation and sign-off by LIC as per Milestone M7.</p> <p>20% Payment of Software Cost will be made after signoff by LIC as per milestone M10.</p> <p>Remaining 10% Payment of Software Cost will be made after Project completion sign-off as per milestone M12.</p>	<p><b>Request you to change :</b> 100% Payment of Software Cost post completion of M1.The bidder require to pay software cost upfront to OEM.</p>	<p>Please be guided by the RFP.</p>
79	General	NA	Design & Build approach	Can team <b>get documentation of current/incumbent solution for CDC &amp; ETL</b> process, to understand existing processes while rebuilding the solution?	Details other than those available in RFP will be shared with successful bidder.
80	General	NA	Design & Build approach	Can we get the <b>current/existing technology stack on which CDC &amp; ETL process is working</b> , with the list of <b>possible shortcoming's</b> ?	Currently there are no CDC tool implemented. Further details regarding existing stack will be shared with successful bidder.
81	General	NA	Design & Build approach	Is there <b>any Functional change expected/achieved</b> with the new set-up	Please be guided by the RFP.

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				proposed?	
82	General		If Bidder is undergoing Company Acquisition, there is possibility of entity name change during the course of evaluation	Allow us to submit transaction details to update wih LIC	The relevant information and documents of current state are to be submitted by the bidder along with the bid. Further details need to be informed as and when any change occurs during the course of RFP/Project. Final decision regarding acceptance of documents/bid will be with LIC.

**EXECUTIVE DIRECTOR (IT/DIGITAL TRANSFORMATION)**