



Request for Proposal

Supply, Installation, Commissioning and Maintenance of Hardware for CO Private Cloud

Ref: LIC/CO/IT-BPR/HW/CO-CLOUD/23-24/01 Dated: 14/03/2024

**Life Insurance Corporation of India,
Central Office IT/BPR Department,
Jeevan Seva Annexe Building, 2nd floor,
S.V. Road, Santacruz (West), Mumbai - 400 054**

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A. DEFINITIONS & ABBREVIATIONS:

1. Definitions

LIC	Means without limitation the “Life Insurance Corporation of India” (LIC), a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act 31 of 1956) having its Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai 400 021
Bidder	System Integrator /Original Equipment Manufacturer/ Company being an entity in its individual right.
RFP	This Request for Proposal Ref: LIC/CO/IT-BPR/HW/CO-CLOUD/23-24/01 Dated: 14/03/2024 inclusive of any clarifications/corrigenda/addenda that may be issued by LIC.
Bid	The Bidder’s written submissions in response to the RFP signed by Authorized Signatory of the bidder.
Service Partner	A company / firm in its individual right appointed by the Vendor for servicing the Hardware supplied to LIC
Agreement	The contract signed between the LIC and the Selected vendor and all the attached documents. The “Agreement” includes the RFP, addenda/corrigenda issued by LIC, the Bid of the successful bidder, subsequent mutually agreed modifications to the RFP, response of the selected vendor to the RFP and the contract document itself.
Authorized Signatory	The person authorized by the company’s Board/ Managing Director/ Director for signing the bid documents on behalf of the company
Cost of Hardware/Software item	Cost of the Hardware and its peripheral /Software are inclusive of all taxes, but exclusive of GST.
Solution/ Deliverables & Services/Scope of Work/	Means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the implementation/ development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training and other obligation of the Bidder covered under this RFP.
Working Day	Shall be construed as a day excluding Saturdays, Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned Local Bodies, State Governments or Central Government of India as applicable to the concerned LIC office.
Day	Calendar Day
Clarifications	Means Addenda, corrigenda and clarifications to the RFP
Contract Value	For Selected HSSV, the Contract Value will be calculated by multiplying the Quantities of all the Line items, by the approved L1 Rates after ORA.
Successful Bidder	The Bidder to whom LIC notifies the award of contract.
Vendor	Means the successful Bidder/s with whom LIC signs the contract for rendering of services required in the RFP.
Specifications	Means all the functional, technical, operational, performance or other characteristics required of a product or service found in this RFP or any of the annexure or addendum/clarifications to the RFP.
“Party” and “Parties”	Each of the parties i.e. LIC and Selected bidder are collectively referred to as the ‘Parties’ and individually as a ‘Party’
Default Notice	Shall mean the written notice of default of the agreement issued by one party to the other in terms hereof.
Law	Shall mean any act, notification, byelaws, rules and regulations, directive, ordinance, order or instruction having the force of law, enacted or issued by the Central Government and/ or the Government of any state or any other Government or regulatory authority.

Personnel	Means professionals and support staff provided by the bidder on the project to meet the requirements of this RFP and assigned to perform the services or any part thereof within the timelines mentioned herein. The details of all such personnel will have to be shared in the Personnel Deployment Plan.
Requirements	Shall mean and include schedules, details, description and statement of technical data, performance characteristics, standards (Indian as well as International) as applicable, specified and implicitly necessitated in the RFP.
Terms of Reference	Means the section which explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the bidder and expected results and deliverables of the assignment.
Timelines	Wherever timelines have been defined as days, weeks, months, they will mean calendar days, calendar weeks and calendar months.
Date of Acceptance	“Date of Acceptance” of the system shall be deemed to have been accepted by LIC, subsequent to its commissioning , when all the activities as defined in the scope of work related to the acceptance of system have been successfully executed and completed and a certificate from LIC is obtained by the Vendor. The date of acceptance of system will be the one stated in the certificate issued in writing from LIC and duly signed by an authorized official of LIC.

2. Abbreviations

Abbreviation	Description	Abbreviation	Description
#	Serial Number	O&M	Operations and Maintenance
AMC	Annual Maintenance Contract	OEM	Original Equipment Manufacturer
AS (IT)	Assistant Secretary (IT), LIC	OS	Operating System
BOM	Bill of Material	PaaS	Platform as a Service
CO	Central Office, LIC	PAN	Permanent Account Number
CPCB	Central Pollution Control Board	PBG	Performance Bank Guarantee
CSDC	Centralized Service Delivery Centre	PCI DSS	Payment Card Industry Data Security Standard
CSP	Cloud Service Provider	PO	Purchase Order
CST	Central Sales Tax	PO VALUE	Purchase Order Value
DME	Domestically Manufactured Equipment	POC	Proof Of Concept
EMD	Earnest Money Deposit	RFP	Request for Proposal
GI Cloud	Government of India Cloud – Meghraj	RHEL	Red Hat Enterprise Linux
HSSV	Hardware Supply & Service Vendor	RPO	Recovery Point Objective
IaaS	Infrastructure as a Service	RTO	Recovery Time objective
IAM	Identity and Access Management	SAS	Serial Attached SCSI
IM	Introductory Meeting	SATA	Serial Advanced Technology Attachment
INR	Indian National Rupee	SCSI	Small Computer System Interface
IOPS	Input/ Output operations per second	SI	System Integrator
IT	Information Technology	SLA	Service Level Agreement
MAF	Manufacturers' Authorization Form	SNR	Site Not Ready
MS	Microsoft	SP	Service Provider
MSP	Managed Service Provider	SPCB	State Pollution Control Board
NDA	Non-Disclosure Agreement	SPOC	Single Point of Contact
NPM	National Project Manager	SSD	Solid State Drive
NVMe	Non-Volatile Memory Express	SaaS	Software as a service
VDaaS	Virtual Desktop as a Service	VLB	Virtual Load Balancer
VLAN	Virtual Local Area Network	VM	Virtual Machines

Disclaimer:

1. The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.
2. This RFP is not an Agreement and is neither an offer nor an invitation by the Purchaser to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
3. While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the Purchaser and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.
4. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of the Purchaser. In case any major revisions to this RFP are made by the Purchaser within seven days preceding the last date of submission of the Proposals, the Purchaser may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither the Purchaser nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

Subject to any law to the contrary and to the maximum extent permitted by law, LIC and its Directors, Officers, employees, agents disclaim all liability from any loss or damage suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document and any addendum/corrigendum to it or conduct ancillary to it whether or not the loss or damage arisen in connection with any omission, default, lack of care or misrepresentation on the part of LIC or any of its officers, employees or agents. All information processed by the Bidder during solution deployment and maintenance belongs to LIC. By having the responsibility to maintain the infrastructure, the Bidder does not acquire implicit access right to the information or right to redistribute the information

B. INVITATION FOR REQUEST FOR PROPOSAL:

The Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (**31 of 1956**) and having its Central Office at "Yogakshema", Jeevan Bima Marg, Mumbai –400021, hereby invites technically complete and commercially competitive online bids from eligible bidders for implementing Private Cloud in the form of **Hyper Converged Infrastructure Solution**, herein after referred to as ("**HCI Solution**") as per the requirements set out in this RFP document.

The Bidder may download the RFP documents from the websites mentioned below:

<https://licindia.in/web/guest/tenders>

<https://eprocure.gov.in>

<https://www.tenderwizard.com/LIC>

The participation can be from:

System Integrators/ Original Equipment Manufacturers (OEMs)/ Authorized Channel Partners of OEMs of HCI Hardware systems and peripherals.

The formulation of the evaluation criteria, the conduct of the evaluation of the responses to the RFP and the subsequent selection of the successful bidder(s) will be entirely at the discretion of LIC and its decision shall be final and no correspondence about the decision shall be entertained.

Interested entities are advised to study this RFP document carefully before submitting their bids in response to the RFP. Submission of a bid in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP/agreement entered pursuant to the RFP and may request for additional information, if required, from the Bidder. LIC also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other person or party. All actions taken by the Bidder or any other person or party in pursuance hereof are deemed to be so taken after taking into account the commercial acumen and LIC does not guarantee or warrant suitability hereof or success to Bidder/Bidders or any other person or party.

This RFP describes what is required of the Bidder in terms of services, deliverables, performance measures and outcomes, and unless otherwise noted in the RFP, places the responsibility for how they are accomplished on the bidder.

Submission of the bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/ commented by him in his bid. Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to bid shall be rejected and returned to the bidders. The Bidder should submit the Bid well before the last date to avoid any inconvenience at the last moment.

C. ELIGIBILITY CRITERIA:

To become eligible to respond to this RFP, the bidder should fulfill the following Minimum Eligibility Criteria (MEC) and should submit following **Eligibility Documents**:

#	Eligibility Criteria	Documents required
1.	The bidder must be a registered legal entity in India.	Bidder should submit Company Profile as per Annexure-IV along with copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office, copies of valid certificates for GST, copy of PAN attested by authorized signatory of the company. The Annexure should be signed by official authorized by the company by way of Board resolution/ Power of Attorney.
2.	The Bidder should have an average annual turnover of Rs. 150 Crores during the last three Financial Years , i.e., 2022-2023, 2021-2022, 2020-2021.	Details should be submitted in Annexure-IV along with copies of Audited Balance Sheet for the relevant years, duly signed by Authorized Signatory.
3.	The bidder should have been making profit (after tax) during any two out of last three financial years , i.e., 2022-2023, 2021-2022, 2020-2021 from IT/IT enterprise solution business in India and should be having positive net worth for the last three financial years preceding the date of this RFP	The copies of Profit and Loss Statements for the relevant years and Audited Balance sheet duly attested by the Authorized Signatory of the Company or Certificate from the Chartered Accountant of the Company should be submitted.
4.	The Bidder should be in a business of supply, delivery, installation, configuration, maintenance and support of HCI/Cloud Solution/Integrated Systems/Virtualization in India for the last three Financial Years, i.e., 2022-2023, 2021-2022, 2020-2021.	Copies of the Articles of Association and Memorandum of Association Self-declaration for being in the business of providing HCI/Cloud Solution/Integrated Systems/Virtualization for last 3 financial years.
5.	Bidder should have partnership with OEM of the proposed technology.	Partnership certificate/ Agreement evidencing partnership with the OEM as on date to be submitted with bid.
6.	Bidder/OEM must have implemented HCI/Cloud solution of OEM in at least 2 BFSI/PSU/Govt./Corporate (Company Turnover of Rs 200 Cr or more , if Corporate); with total PO value of at least Rs 20 Crores (Minimum 2 references; Multiple POs from 2 or more references may be clubbed) for supply/implementation of HCI/Cloud Solution/Integrated Systems in India during the last five	Details should be given in Annexure-IV along with the Certificate from Customers or attested copies of Purchase Orders should be submitted. Multiple Purchase Orders from the same customer in the same year can be clubbed. The purchase orders if submitted should be attested by the Authorised Signatory or else a Certificate with the details duly signed by Authorized Signatory.

#	Eligibility Criteria	Documents required
	financial years , i.e., 2022-2023, 2021-2022, 2020-2021 , 2019-2020, 2018-2019.	
7.	The bidder should have presence with own offices or Service Centres in Mumbai and Bengaluru.	Details of bidders own offices or Service Centres to be provided in the format as per Annexure-IV duly signed by the Authorized Signatory of the company.
8.	The bidder should not be debarred by LIC, as on date of submission of bid. There should be no pending litigations against the Bidder.	If the bidder is debarred under any of the LIC Projects, the bid will be rejected. A certificate to that effect has to be submitted by Company Secretary.
9.	The bidder should quote for the models of the OEM who has valid ISO Certifications or their higher versions as follows: i) ISO 9001:2008 Quality Certification ii) ISO14001 :Complying Environmental Standards iii) The bidder should have ISO 20000-1:2018 Certification for Service Management.	Copies of valid ISO certifications should be submitted along with an undertaking as per Annexure-V for ensuring the continuity of the ISO certification during the entire period of the contract, resulting from the RFP process. The certifications should be duly attested by the Authorized Signatory of the company.
10.	In case the bidder is not OEM, a letter of authorization (MAF) to this effect from OEM(s) specifying that in case authorized representative is not able to provide support/upgrade during contract period, OEM shall provide the same product or the required components to the authorized representative.	To be submitted as prescribed in Annexure-VII

D. INSTRUCTIONS TO THE BIDDERS:

1. Qualification Criteria

Participation in this bid is strictly for **single entity and no consortium or joint venture is permitted**. Only the bidders who meet the "Eligibility Criteria" of this RFP are eligible to participate in the RFP.

2. Pre Contract Integrity Pact –

This RFP is issued on the condition that only those bidders who submit a signed Pre-Contract Integrity Pact with LIC as per format given below, on a stamp paper of Rs. 500/-, would be eligible to participate in bidding.

As per CVC Circular No 015/VGL/091 dated 25.01.2022 of Standard Operating Procedure (SOP) for Adoption of Integrity Pact under clause No 2.2 provides "Integrity pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of contract. After award of work, the IEM shall look into any issue relating to execution of contract, if specifically raised before them." Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Only the bidders who meet all the Eligibility Criteria for this RFP and also submit the Pre-Contract Integrity Pact, are eligible to participate in the RFP.

The bidders are required to execute and upload a scan of the "Integrity Pact" on requisite non judicial stamp paper, at the time of e-submission of the Bid and submit the original to Executive Director (IT/BPR) along with original EMD Bank Guarantee within prescribed timelines.

3. Terms and Conditions

Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the Annexure(s), appendices, addenda, clarifications/ corrigendum(s) issued, if any, will be contractually binding on the bidders. All the terms and conditions and the contents of the RFP along with the Annexure(s), appendices, addenda, clarifications/ corrigendum(s) issued will form the part of the purchase orders/any resulting contracts, to be issued to the selected Vendor from time to time as an outcome of this RFP Process.

4. Cost of Bidding

The bidder shall be responsible for and bear all the costs incurred in connection with participation in the RFP process, preparation and submission of its bid, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/ presentations, preparation of bids, in providing any additional information required by LIC to facilitate the evaluation process. LIC will in no case be responsible or liable for any costs, regardless of the conduct or outcome of the bidding process.

5. Relationship between LIC and the bidders

It is clarified that no binding relationship exists between any of the bidders and LIC of India till the purchase order is issued by LIC and/or execution of a contractual agreement.

6. Information provided in the RFP

The information provided in the RFP is believed to be true and reliable at the date obtained, but does not purport to provide all the information necessary or desirable to enable the bidder to determine whether or not to participate in the RFP. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. LIC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

7. Bid Processing Fee

Eligible and interested bidders shall download the soft copy of the bid document containing all the Annexures and remit the Bid Processing Fee (non-refundable) **Rs 10,000/- + GST (Currently 18% GST). Total Rs 11,800/-** (Rupees Eleven thousand and eight hundred only) to be paid to Life Insurance Corporation of India using NEFT. The details of bank account is provided in **Annexure-VI**.

The Bidders will have to submit the details of Bid processing fees paid online along with the Eligibility, Technical and Commercial bid. Any bid submitted without Bid Processing Fee will be summarily rejected.

The Bidder shall upload a scanned copy of the receipt evidencing payment of the Bid processing fee to LIC at the time of e-submission of the Bid and send email on the date of remittance of Bid Processing fee with UTR transaction number, date of transaction through online/NEFT mode.

Any bid submitted without Bid Processing Fee will be summarily rejected.

8. Activity Schedule

#	Activity	Details
1	RFP Reference & date	Ref: LIC/CO/IT-BPR/HW/CO-CLOUD/23-24/01 Dated: 14/03/2024
2	Bid Processing Fee (non-refundable)	Non-Refundable fee of Rs 10,000/- + GST (Currently 18% GST). Total Rs 11,800/- (Rupees Eleven thousand and eight hundred Only) to be paid to Life Insurance Corporation of India using NEFT ("Bid processing fee") The details of bank account is provided in Annexure-VI . Bid Processing Fee exemption will be given for Micro and Small Enterprises as defined in Micro and Small Enterprises (MSEs) Order, 2012 issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department. Bidders should submit relevant MSME/NSIC certificate valid as on the last date of bid submission.
3	Address for Communication	The Executive Director (IT/BPR), LIC of India, Central Office, IT Department, Jeevan Seva Annexe building, 2nd floor, SV Road, Santacruz (W), Mumbai - 400 054
4	Earnest Money deposit (EMD)	INR 4,00,00,000 (Rupees Four Crore Only) Relaxations to MSEs regarding submission of EMD will be applicable as per government guidelines. Preferences/benefits shall be given to MSEs in line with Public Procurement Policy for Micro and Small Enterprises (MSEs), 2012. To be eligible for the preference, bidders should submit relevant MSME/NSIC certificate valid as on the last date of bid submission.

5	Mode of submission	Online (www.tenderwizard.com/LIC) Guidelines for online bid submission are attached in Annexure-XI.
6	Submission of pre-bid queries and participant's detail for pre-bid meeting	21/03/2024 , latest by 5:30 PM All queries related to this RFP to be sent on co_itcloud@licindia.com Only 2 representatives of the bidder will be allowed to attend the pre-bid meeting and the names of the attendees will have to be informed to the above mentioned mail id.
7	Pre Bid meeting (maximum 2 representatives from each eligible bidder)	On 22/03/2024 from 11.00 a.m. to 01.00 p.m. in the meeting room LIC of India, Conference Room, Central Office, IT Department, Jeevan Seva Annexe, 3rd floor, S V Road, Santacruz (W), Mumbai – 400054.
8	Bid Submission Date & Time	On 29/04/2024 latest by 3.30 p.m.
9	Bid opening date & time (Eligibility & Technical)	On 29/04/2024 at 4.00 p.m.
10	Commercial Bid opening date/time/	Will be intimated to the technically qualified bidders later.
11	Online Reverse Auction Schedule	Will be intimated to the technically qualified bidders later.
12	Mail-id & Contact for correspondence	E-mail ID: co_itcloud@licindia.com Contact No: 022-67090331
13	LIC's Official website	https://www.licindia.in/
Important: The above schedule is tentative only and subject to change.		

9. Amendments/modification/clarification/corrigendum

Amendments/modification/clarification/corrigendum, if any, related to this RFP would be published on LIC website <https://licindia.in/web/guest/tenders> . Prospective bidders are expected to visit the website frequently during the pendency of this RFP process in order to keep themselves updated with any changes/modifications etc. in this regard.

LIC reserves the right to extend the last date for the receipt of RFP Bids. LIC reserves the right to cancel the RFP at any time without penalty and without incurring any financial obligation to the Bidder.

10. Responses to Pre-Bid queries

LIC shall respond to the pre-bid queries received from the prospective bidders as stated in Activity Schedule. The Bidders will have to ensure that all their queries are submitted in one consolidated mail in a single excel sheet as per the format mentioned below. No queries will be attended after the last date for submission of Pre Bid queries, as specified in the Activity Schedule.

- a) Clarifications, if any, regarding the terms & conditions of this RFP, any error, omission or discrepancy found in this RFP document have to be obtained by the bidder before the last date stated. Thereafter, no representations/ queries will be entertained in this regard. Later

on if any issue(s) arise LIC will consider the matter on merits and decide the same, prior to opening of commercial bids.

- b) The queries should necessarily be submitted in the following format to the email id co_itcloud@licindia.com. The file size should not exceed 10 MB. No other form of communication shall be entertained. The format given below should be maintained.

#	RFP Document Reference(s) (Section, Page Number/ Annexure)	Clause (in brief) of RFP requiring clarification(s)	Brief details/ Query in reference to the clause

- c) LIC shall not be responsible for ensuring that the bidders' queries have been received. Any requests for clarifications received after the indicated date and time may not be entertained by LIC.
- d) At any time prior to the last date for receipt of bids, LIC may, for any reason, whether at its own initiative or in response to clarifications requested by prospective Bidders, modify the RFP Document by clarifications.
- e) Clarifications (if any) issued by LIC at any time before the due date of submission of the bid will become a part of the RFP document and would be notified on the official web-site of LIC (<https://licindia.in/web/guest/tenders>).
- f) In order to provide prospective bidders reasonable time for taking the clarifications into account, LIC may, at any time prior to the date of bid submission extend the date for the submission of bids.
- g) Requests for clarification on telephone will not be entertained.

11. Earnest Money Deposit

- a) Bidders shall submit, along with the Eligibility Bid, EMD as stated below. The EMD will have to be a Bank Guarantee (BG) of value of ₹ **4 Crores** in the form of unconditional and irrevocable Bank Guarantee, payable at Mumbai, which should be executed by a Nationalized/ Scheduled Bank as per attached **Annexure-XII**, valid for a **period of 13 months from the date of bid submission**. A scanned copy of Bank Guarantee against EMD should be uploaded mandatorily during bid submission stage (as per the Key Dates mentioned in e-Tender and Tender document) and original Bank Guarantee(BG) should be submitted to the Executive Director, IT/BPR Department, Central office, Jeevan Seva Annexe, 2nd Floor, SV Road, Santacruz West, Mumbai - 400054 in a sealed envelope within the time & date as mentioned in Key Dates of e-Tender, failing which the bid will not be evaluated/ scrutinized.
- b) EMD will be refunded to the Selected Vendor only after submission of PBG. No interest will be paid on the EMD.
- c) The EMD of those Bidders who do not qualify for this bid will be refunded to them without interest after the procedure for selection of Vendors is over.
- d) Relaxations to **MSEs** regarding submission of EMD will be applicable as per government guidelines. Preferences/benefits shall be given to MSEs in line with Public procurement

policy for Micro and Small Enterprises (MSEs), 2012. To be eligible for the preference, bidders should submit relevant **MSME/NSIC certificate** valid as on the last date of bid submission.

- e) The EMD submitted by the bidder may be forfeited in full or part , as decided by LIC, if:
- i. In the case of a successful Bidder, the bidder qualifies and backs out of the L1 quotes, or, If the Bidder fails,
 - To sign the Contract; or
 - To furnish unconditional and irrevocable Bank Guarantee towards the Performance Guarantee as mentioned in this RFP; or
 - To furnish Non-Disclosure Agreement (NDA) as per LIC's format (**Annexure-IX**)
 - ii. The Bidder withdraws or amends its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - iii. The Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or
 - iv. Bidder does not respond to requests for clarification of its Bid; or
 - v. Bidder fails to provide required information during the evaluation process or is found to be non-responsive; or
 - vi. In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in the relevant Clause mentioned in this RFP.
- f) Bids submitted without EMD or the EMD submitted not conforming to above criteria, will be treated as non- responsive and will be summarily rejected by LIC.
- g) In exceptional circumstances, LIC may seek the Bidders' consent for extension of the period of validity of bids. The request and the responses thereto shall be made in writing. In such a case, the EMD provided shall also be suitably extended. In such a case, the bidder may refuse this request without forfeiting its bid security (EMD) unless it is the successful bidder who has been notified by LIC that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid.

12. Instructions for Bid Submission

- a) Online bids are hereby invited for the scope of work mentioned through online e- Tendering System portal <https://www.tenderwizard.com/LIC> from the intending bidders. This is an E - Tender and hence Bids must be submitted "ONLINE" through the e-procurement portal. All documents are to be scanned and uploaded. Please refer Annexure –XI for Online Tendering Guidelines. The bidders must register for submission of their bid as specified in the document.
- b) Bid Processing Fee as mentioned in the Activity Schedule must be deposited through online NEFT/RTGS to Account of "**Life Insurance Corporation of India**". The bank details are given in **Annexure-VI**. The details of the transaction viz. scanned copy of the receipt of making transaction- **UTR No and date of Transaction** is required to be uploaded on e-procurement website at the time of "final online bid submission".
The RFP response without the accompanying amount towards Bid Processing Fee is liable to be rejected. Registered **MSEs** are exempted from payment of bid processing fee, on submission of relevant **MSME/NSIC certificate** valid as on last date of bid submission.
- c) If the submission to this RFP does not include all the documents and information required or is incomplete, the RFP is liable to be summarily rejected .The Bidder should submit their Bids along with required Annexures, Certificates and other required documents etc. as stated in the Section "Eligibility Criteria" or elsewhere in the RFP.

The scanned bid including all documents and Annexure submitted as a part of bid or called for by LIC must be serially numbered, duly signed and stamped on each page of the bid document. Bid shall be signed by the duly Authorized Signatory of the bidder. The person signing the bid shall sign all pages of the bid, except for un-amended printed product literature/ technical data-sheet available in the public domain.

- d) Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this RFP/ tender and subsequent modification(s) to this tender, if any. The indicative prices are ONLY to be quoted in the commercial bid. Please note that prices must not be indicated in the Technical Bid, failing which the Bid may be rejected.
- e) During Bid evaluation, if any deviation is observed, LIC may call for clarifications/ confirmations and may decide to accept any deviation at its discretion and the decision of LIC in this matter will be final. However, this will be done before opening of indicative commercial bids.
- f) Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this RFP/ tender and subsequent modification(s) to this tender, if any. The Corporation will not be responsible for non-receipt of bids within the specified date and time due to any reason.
- g) Bidder has to submit hardcopies of above mentioned documents including Bank Guarantee within 3 working days of online bid submission and all hardcopies must be spirally bound and serially numbered.
- h) The Bidder should ensure that the contents of the uploaded bid are the same as that provided by way of hard copy. If not, the BID MAY BE REJECTED.
In the event of any discrepancy, the uploaded copy details would prevail.
- i) The bidders should submit the below bid documents in hard copy in separate sealed envelopes in the following manner:

Envelope-I – Eligibility Bid:

	Folder name should be as follows: “ELIGIBILITY BID FOR RFP Ref: LIC/CO/IT-BPR/HW/CO-CLOUD/23-24/01 Dated: 14/03/2024, SUBMITTED BY _____ (Bidder’s Name)”
1	The Scanned copy of the signed Pre-Contract Integrity Pact.
2	Bid Processing Fee (Scanned copy of the receipt of making transaction- UTR No and date of Transaction of Rs. 11,800/-including GST)
3	Earnest Money Deposit (Scanned copy of Bank Guarantee drawn on any Nationalized / Scheduled Banks for Rs. 4,00,00,000/-) should be submitted online.
4	Scanned documents to be submitted online as per Annexure-IV and Annexure-V

Envelope-II -Technical Bid:

	Folder name should be as follows: “TECHNICAL BID FOR RFP Ref: LIC/CO/IT-BPR/HW/CO-CLOUD/23-24/01 Dated: 14/03/2024, SUBMITTED BY _____ (Bidder’s Name)”
1	The scanned copy of the signed Technical Bid as per Annexure-I, along with all the relevant documents such as brochures, MAF as per Annexure-VII , undertakings for OS, Software compliance etc.
2	Undertaking for Warranty, AMC and Quality Assurance as per Annexure-X

Envelope-III -Commercial Bid:

	Folder name should be as follows: “COMMERCIAL BID FOR RFP Ref: LIC/CO/IT-BPR/HW/CO-CLOUD/23-24/01 Dated: 14/03/2024, SUBMITTED BY _____ (Bidder’s Name)”
1	Commercial bid will consist of Quotes for Part-I, Part-II, Part-III, Part-IV

The above three sealed envelopes containing the hard copies of the Eligibility, Technical-Bid and Commercial Bid should then be put together in another envelope which should:

- a) be sealed
- b) bear the name, address, and seal of the bidder
- c) bear RFP reference details - **RFP Ref: LIC/CO/IT-BPR/HW/CO-CLOUD/23-24/01 Dated: 14/03/2024**
- d) super-scribed **“LIC of India - RFP for Supply, Installation, Commissioning and Maintenance of Hardware for CO Private Cloud”**
and must reach LIC at the address given in the Activity Schedule within three working days of eligibility and technical bid opening.

j) The hardcopies of the bid (all documents and Annexures submitted as a part of bid or called for by the LIC) must be duly signed on each page and stamped on each page. Bid shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. Authorization by the bidder for the signatory shall be in form of a Power of Attorney or a duly certified copy of the Board resolution appointing the authorized signatory. The person signing the bid shall sign all pages of the bid, except for an un-amended printed literature.

k) The bid will be treated as legally void and will be rejected if:

- i. Bid is not signed by the duly authorized person or
- ii. Bid submitted is unsigned or partially unsigned or
- iii. An image of signature found pasted on pages instead of signature

l) By submitting a signed bid, the bidder’s signatory certifies that in connection with this RFP:

- i. The bidder’s organization or an agent of the bidder’s organization has arrived at the prices in its bid without consultation, communication or agreement with any other respondent or with any competitor, with a view to restrict competition.
- ii. The prices quoted in the bid have not been knowingly disclosed and will not be knowingly disclosed by the bidder’s organization or by any agent of the bidder’s organization, directly or indirectly, to any other respondent or to any competitor.
- iii. No attempt has been made or will be made by the bidder’s organization or by any agent of the bidder’s organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

m) Non-Disclosure Agreement (NDA)

The selected (successful) bidder shall submit along with the Performance Bank Guarantee, a duly notarized Non-Disclosure agreement on a stamp paper of Rs.500/- (Rupees Five hundred only) or of an appropriate value applicable in the relevant state/ union territory as per the format given in **Annexure-IX** duly signed by the Authorized Signatory of the Company.

n) Undertaking For Warranty, AMC and Quality Assurance

The Bidder should submit an undertaking/ declaration on Company letterhead as per format given in **Annexure-X** duly signed by the Authorized Signatory.

o) Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and LIC shall be in English language. As far as numbers are concerned the same should be in Hindu-Arabic Numerals.

p) Bid Currencies

Prices for all the components shall be quoted in Indian Rupee. The Bids in currencies other than INR will not be considered.

q) Arithmetical errors

The Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, its bid will be rejected and its EMD may be forfeited.

r) Ordinarily the bid shall contain no overwriting. Any interlineations, erasures or overwriting shall be valid only if the person signing the bid countersigns them.

s) The specifications (Technical and Commercial Bids format) shall be submitted in the same formats as per respective Annexures.

t) 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 Rs. 10,000/- will be charged and recovered from the EMD.

u) During Technical Bid evaluation if any deviation is observed, LIC may call for clarifications and may decide to accept any deviation at its discretion and decision of LIC in this matter will be final. However this will be done before opening of commercial bids.

v) If any compliance or clarification sought by LIC is not submitted within 5 working days of being called for, the bids are liable to be REJECTED. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final.

w) During scrutiny of technical bid, if any technical specification/s of any item is/are changed by mutual consent to meet our requirement, all the Bidders will be informed of the same and asked to submit fresh quotation for that/those item/s if any, in a separate cover duly sealed and super-scribed "REVISED COMMERCIAL BID FOR RFP Ref: LIC/CO/IT-BPR/HW/CO-CLOUD/23-24/01 Dated: 14/03/2024".

13. Technical Bid Submission:

a) The Bidder will have to compulsorily give compliance for the specifications defined in Technical annexure for each of the Hardware item.

b) Bidder should clearly specify the exact make & model in the technical bid. Change in make & model will not be allowed after bid submission, during bid evaluation period. In case make & model is not clearly stated in technical bid, the respective model may be disqualified. For instance, models quoted as "XXX" or "YYY" will not be accepted.

c) Either the Bidder on behalf of the Principal OEM or Principal OEM itself can bid but both cannot bid simultaneously for the same line item. If a Bidder submits bid on behalf of the

Principal OEM, the same Bidder cannot submit a bid on behalf of another Principal OEM for the same line item/ product.

- d) The Bidder should quote only those products which will not be declared end-of-life or end of sale **during 12 months** from the date of submission of the bid. In case any of the model(s), quoted by the bidder and approved by LIC, becomes End of life, before completion of twelve months, the bidder shall provide model of higher configuration, if approved by LIC, without any escalation in cost. The Bidder will have to submit the technical annexure along with the supported documents for the suggested model. Further, the bidder will have to deposit an amount of **Rs. 5000/- plus applicable GST** as a technical evaluation fees for evaluation of the changed model.
- e) Against each item in the Technical bid specifications, the requirements stated are of minimum specifications expected, compliance to which is mandatory. However, in case the Bidder wishes to supply higher specification, the deviation has to be clearly mentioned in the Technical bid under the column "Deviation" and this may be accepted by LIC after evaluation. **In case the bidder wishes to supply a higher processor, he has to submit equivalence Certificate given by the OEM.** In case of non-submission of certificate the model/s may be disqualified/ not accepted by LIC. **This will also be applicable to deviations for supply of models at a later stage during the validity period of the RFP.** In case the selected bidder is allowed to supply hardware of higher specifications, it will not attract any additional commercial benefit / payment from LIC.
- f) The technical specifications should be thoroughly checked before quoting any model by the bidder.

14. Commercial Bid Submission

The Commercial Bid Document should be submitted online as per the format given in **Annexure-II.**

- a) The estimated quantities of each line item are mentioned in the Commercial Bid document **Annexure-II.** The quantities are indicative and may vary to the extent of **+ 50%.** However, the actual quantities will be as reflected in the Purchase Orders.
- b) The bidder will have to compulsorily quote prices for each line item. The quote should be for each line item and exact specifications called for in the Technical Bid.
- c) The quotes should be in integer only (i.e. non decimal).

15. Clarification on Bids

During evaluation of bids, LIC may, at its discretion, ask the Bidder for clarifications on its bid. The request for clarification and the response shall be in writing. LIC may decide to accept any deviation at its discretion. However this will be done before opening of commercial bids.

16. Modification and Withdrawal of the Bids

No bid can be modified or withdrawn by a bidder, after the submission of the bid. The bid and all the supporting documents submitted by the bidders shall be the property of LIC.

17. Compliant Bids/Completeness of Response

- a) The responses to this RFP must be complete and comprehensive with explicit documentary evidence in support. Information should be submitted in the same format as per the Annexure(s) attached.

- b) Bidders are advised to study all instructions, clarifications, terms, requirements, appendices/ Annexures and other information in this RFP document carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- c) Failure to comply with the requirements as set out within the RFP and failure to submit the bid as detailed in the RFP may render the bid non-compliant and the Bid may be rejected.
- d) Bids with insufficient information to permit a thorough analysis may be rejected.
- e) LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- f) Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to waive/ modify any of the requirements of the bid, in, the best interests of LIC.
- g) Rejection of non-compliant bid:
 - LIC reserves the right to reject any or all bids on the basis of any deviation(s).
 - Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.
 - If a bid is not responsive and not fulfilling all the conditions of the RFP, it will be rejected by the Corporation and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

18. Bid Validity Period

Bids shall remain valid for **12 months** after the last date of bid submission prescribed by LIC, in the **Activity Schedule**. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period.

However, LIC reserves the right to seek bidder's consent for extension of the period of validity any time before the expiry of validity period as stated above. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended. Such extension will not require modification of the bids already submitted. A Bidder may refuse the request without forfeiting its EMD unless it is the successful bidder who has been notified by LIC that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid.

19. Late Bids

Bids received after the date and time specified in the Activity Schedule will not be considered and will be rejected. LIC may, at its sole discretion change the date/time of submission and LIC's decision in this matter will be final.

20. Procedure for opening of the bids (Online):

- a) Eligibility and Technical Bid shall be opened on the mentioned dates.
- b) The date of opening of the Indicative Commercial Bid shall be intimated to the Eligible Bidders.
- c) The Eligibility and Technical Bids of the qualified bidders shall be duly scrutinized and evaluated and clarifications (if any) sought.
- d) The Bidder who has been declared Eligible after the Eligibility Bid Evaluation and who are complying with the requirements mentioned in the technical annexure, will be required to conduct **POC of the proposed solution**, as specified in the RFP. Based on the success of POC,

bidders will be further evaluated on the basis of scoring table and bidders scoring **at least 70 marks** will be eligible for Commercial evaluation.

- e) On completion of Eligibility and Technical bid evaluation, the commercial bids of technically short listed bidders will be opened. The date and time for opening of the Commercial Bid will be informed to the qualified bidders.
- f) The commercial bid evaluation will be in two stages:
- Opening of the Commercial Bid submitted by the Bidders.
 - Online Reverse Auction.
- g) The eligible Bidders will be informed about the “Business Rules” and the details of the ORA.
- h) The L1 rate will be discovered after Online Reverse Auction (ORA).

21. Preference to Micro and Small Enterprises (MSEs) :

Preference will be given to the registered MSEs as per the Public Procurement Policy for **Micro and Small Enterprises (MSEs) Order, 2012**. To be eligible for the preference, bidders should submit relevant **MSME/NSIC certificate** valid as on last date of bid submission.

Micro & Small Enterprises [MSEs]:

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-3004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines.

MSEs should provide proof of their being registered as MSE for the item under Tender/RFP along with their offer, with any agency mentioned in the Notification, including:

- i. District Industries Centres or
- ii. Khadi Village Industries Commission or
- iii. Khadi & Village Industries Board or
- iv. Coir Board or National Small Industries Corporation or
- v. Directorate of Handicrafts & Handloom or
- vi. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
- vii. Udyam Registration Certificate

MSEs are exempted from paying EMD, subject to furnishing of valid certificate for claiming Exemption.

Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with LIC of India.

The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase reference over any other MSE Unit.

The details are available on website dcmsme.gov.in. Interested vendors are requested to go through the same for details.

22. Guidelines on Public Procurement (Preference to Make in India), Order 2017:

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPPMII Order and revision thereto vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 will be applicable for this RFP and allotment will be done in terms of said order as under:

- a) Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1. If L1 is ‘Class-I local supplier’, the contract will be awarded to L1.

- b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price then the contract will be awarded to the L1 bidder.

In case the L1 bidder fails to fulfill any of the obligations under the RFP within the timelines defined, LIC reserves the right to cancel his selection and declare the L2 bidder (bidder with the second lowest commercial bid after Online Reverse Auction) as successful bidder provided this bidder agrees to match the commercial bid of the L1 bidder.

Verification of local content

The 'Class-I local supplier' & 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self- certification as per **Annexure-III** that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

In the event that there are no local suppliers under 'Public Procurement (Preference to Make in India), Order 2017 (PPPMII Order and revision thereto, participating in the bidding then

- a. LIC will identify L1, L2, and L3... bidders on the basis of commercial bids after online reverse auction quoted by them; the lowest commercial bid being the L1 bid, and so on.
- b. LIC will issue purchase order to the L1 bidder.
- c. In case the L1 bidder expresses his inability or fails in POC or fails to deliver and implement/maintain the entire solution within the stipulated timeline, LIC may decide to provide opportunity to the L2 bidder for the same, provided L2 bidder agrees to match the price quoted by L1 bidder.
- d. In case L2 bidder refuses to accept this offer within the timeframe provided by LIC, then same opportunity will be provided to L3 bidders to match the price quoted by L1 bidder and deliver and implement the entire solution.

Procurement through Local Suppliers (Make in India):

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry Vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.

"Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

"Class-I Local Supplier" means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content as prescribed for Class-I local supplier under this order.

Class -II Local Supplier means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class -II Local supplier' but less than that prescribed for 'Class -I Local supplier' under this order.

'Non-Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement has local content less than that prescribed for 'Class-II Local Supplier' under this order.

The 'local content' requirement to categorize a supplier as 'Class I Local Supplier' is minimum 50%. For 'Class-II Local supplier' the 'local content' requirement is minimum 20%.

The margin of Purchase preference shall be 20%.

Purchase preference for local supplier, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the tender documents.

The 'Class -I Local supplier'/'Class -II Local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class -I Local supplier'/'Class-II Local supplier' as the case may be. They shall also give details of the location(s) at which the local value addition is made.

In cases of procurement for a value in excess of Rs.10 Crores, the 'Class-I Local supplier'/'Class -II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.

23. Standard Terms & Conditions:

The Terms & Conditions mentioned in this section will be applicable to the Selected Bidder (Vendor) with whom LIC contracts as an outcome of this RFP process.

23.1 Project Duration

The initial project duration will be for a period of **5 Years** from the date of issue of first purchase order. The prices must be valid for **2 years** from the date of initial purchase order and no enhancement will be permitted.

23.2 General obligations of the Vendor

The Selected vendor will, at all times:

- i. Act reasonably in performing its obligations;

- ii. Diligently perform their respective obligations' and work together with LIC in a collaborative manner.
- iii. The Vendor will supply the services:
 - a. With due skill and care and to the best of the Vendor's knowledge and experience;
 - b. In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, leading practice and guidelines;
 - c. Using the Specified Personnel;
 - d. In accordance with all applicable Laws;
 - e. In accordance with any reasonable directions given by LIC from time to time, in relation to the services to be provided by the vendor;
 - f. So as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay;
 - g. At Mumbai, Bengaluru and other locations (if any) as required by LIC.
- iv. The Vendor will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- v. The Vendor will be obliged to work closely with LIC's staff (if required), act within its own authority and abide by directives issued by LIC and undertake implementation activities.
- vi. The Vendor 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 Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated.

23.3 Access to LIC's Premises

LIC will provide the vendor necessary access to its premises, as and when required and is deemed reasonable.

23.4 Conduct at LIC's Premises

The vendor will, if using or accessing LIC's premises or facilities, comply with all reasonable directions and procedures relating to occupational health and safety and security in operation at those premises or facilities; whether specifically drawn to the attention of the vendor or as might reasonably be inferred from the circumstances.

23.5 Subcontracting

No Subcontracting is permitted for the scope of work to be provided to LIC pursuant to this RFP. The vendor will not be allowed to assign, in whole or in parts, its obligations under the Contract/ RFP, to any other entity except with Corporation's prior express consent.

23.6 Monitoring Progress

a) Progress Meetings

Regular review meeting will be held between vendor and LIC to discuss any issues in relation to the provision of the Services. The frequency of such progress meeting will be weekly during the implementation phase and quarterly thereafter or any other frequency as mutually agreed between both the parties.

b) Reporting

The Vendor must provide LIC with reports in accordance with the Scope of Work.

23.7 Information Security policies of LIC:

The bidders/vendors selected post empanelment, will have to comply with LIC's Information Security (IS) Security Policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder.

I) Some of the key areas are as under:

- Responsibilities for data and application privacy and confidentiality;
- Responsibilities for system and software access control and administration;
- Custodial responsibilities for data, software, hardware and other assets of LIC being managed by or assigned to the Vendor;
- Physical Security of the facilities;
- Physical and logical separation from other customers of the Vendor;
- Incident response and reporting procedures;
- Password Policy;
- Access Management Policy;
- Acceptable Usage Policy (Authentication and Identity Management, Authorization and Access Control);
- Data Encryption / Protection requirements of LIC;
- Cyber Security Policy;
- Auditing;
- In general, confidentiality, integrity and availability, non-repudiation, authenticity, privacy of data/information must be ensured;
- Responsibilities in carrying out background verification of personnel deployed from vendor side regularly and submit the report as and when needed by LIC.

II) Right to Audit:

- i. The selected vendor shall agree to get itself annually audited by internal/external empanelled Auditors appointed by LIC/ inspecting official from the IRDAI or any regulatory authority, covering the risk parameters finalized by LIC/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to LIC and the vendor shall submit such certification by such Auditors to LIC. The vendor and or his / their outsourced agents /sub
– Contractors (if allowed by LIC) shall facilitate the same. LIC can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Vendor. The Vendor shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by LIC.
- ii. Where any deficiency has been observed during audit of the vendor on the risk parameters finalized by LIC or in the certification submitted by the Auditors, it is agreed upon by the vendor that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Vendor shall provide certification of the auditor to LIC regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies were observed. All costs for such audit shall be borne by the vendor. However, the travel and stay cost for LIC officials will be borne by LIC.

- iii. Vendor further agrees that whenever required by LIC, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the LIC/IRDAI and or any regulatory authority required for conducting the audit. LIC reserves the right to call for and/or retain any relevant material information / reports including audit or review reports undertaken by the Vendor (e.g., financial, internal control and security reviews) & findings made on the Vendor in conjunction with the services provided to LIC.
- iv. The requirement for, and participation in, audits does not in any way reduce vendors responsibility to perform its obligations in accordance with the Contract.
- v. This clause applies for the Contract Period including any extension period or till the termination or expiry of the Contract.

III) Security clearance

- a. LIC may, from time to time, notify the Vendor of the level of security or access clearance applicable to the Vendor's Personnel, and the date from which, or the period during which, that clearance will be effective and the Vendor must comply with and ensure its Personnel act in accordance with that notice.
- b. Vendor will be responsible for all costs associated with obtaining security clearances.

IV) Removal of LIC Data

The Vendor will not, and will ensure that its Personnel do not:

- a. Remove LIC Data or allow LIC Data to be removed from LIC's premises
- b. Take LIC Data or allow LIC Data to be taken outside LIC's premises.

23.8 Rights of LIC

- a. LIC reserves the right to reject any or all the offers without assigning any reason thereof whatsoever.
- b. LIC will not be obliged to meet and have discussions with any Bidder and/or to entertain any representations in this regard.
- c. The Bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though LIC may elect to modify/withdraw the tender.
- d. The selected bidders shall submit the acceptance of the order within 7 days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted.
- e. LIC reserves the right to consider at its sole discretion the late acceptance of the order by selected Bidder.

23.9 Rate Contract

LIC may procure the hardware and software at the discovered rate in phases as per future requirement within the period of two years. The quantity is tentative which may increase or decrease in future as per LIC's requirement for the contract period of 2 years. The rate discovered through this RFP will be valid for 2 years for any future procurement. LIC may purchase hardware and software post rate contract period of 2 years at same cost and terms & condition on mutual consent. The unit cost of the individual item will be calculated **(Total Product Cost/Quantity)** as per discovered commercials to arrive at the cost of the unit item for any future procurements during the rate contract period of 2 years from the **date of acceptance of purchase order**.

23.10 Information Ownership

All information processed, stored, or transmitted by the vendor in the course of implementation and maintenance of the solution belongs to LIC. By having the responsibility to maintain the equipment, the Vendor does not acquire implicit access rights to the information or rights to redistribute the information. The Vendor understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

This RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information may be necessary or desirable to enable an intending respondent to determine whether or not to enter into a contract or arrangement with LIC of India in relation to the provision of contact centre services. Neither LIC of India nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

23.11 Normalization of Bids

If required, LIC may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that shortlisted bidders are on the same technical ground. After the normalization process, if LIC feels that any of the Bids needs to be normalized and that such normalization has a bearing on the commercial bids; LIC may at its discretion ask all the technically shortlisted bidders to re-submit the technical and commercial bids once again for scrutiny. The resubmissions can be requested by LIC in the following two manners:

- Incremental technical bid and/or incremental price submission in part of the requested clarification by the LIC or
- Revised technical and/or incremental price submissions of the part or entire bid in whole.

LIC can repeat this normalization process at every stage of Technical bid submission or before the commercial evaluation till LIC is satisfied. The shortlisted bidders agree that they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to LIC during this process. The shortlisted bidders, by submitting the response to this RFP, agree to the process and condition of the normalization Process.

This clause is applicable for only those items where the Bidder has quoted inadequately in terms of quantity or description or sizing. In such cases the bidder will provide the additional quantities at the same rates quoted in the price bid.

This clause is not applicable for items where the Bidder has missed out quantities or scope items, in such cases the bidder will have to make good such items or scope at no additional cost to LIC.

23.12 Publicity

Any publicity by the vendor in which the name of the LIC is to be used, will be done only with the explicit written permission of the LIC.

E. BROAD SCOPE OF WORK:

As part of this RFP, LIC intends to implement Private Cloud in the form of **Hyper Converged Infrastructure Solution**, herein after referred to as ("**HCI Solution**") as per the requirements set out in this RFP document.

The broad scope of work includes, but not limited to, the following –

1. HARDWARE AND SOFTWARE REQUIREMENTS:

i. Hardware requirement:

Please refer the Technical Annexure (Annexure-I) for hardware requirement.

Please note that Hardware resource distribution across clusters as mentioned in Technical Annexure (Annexure-I) is indicative and may vary keeping total resource requirement same.

ii. Software/Application Stack:

The detailed software requirements are given in Technical Annexure (Annexure-I).

A list of software application stacks (but not limited to) expected to be used in the private cloud setup are listed below-

(1) RHEL and MySQL licenses available with LIC will be used, wherever required.

(2) There may be a requirement of Windows VMs in future. Hence rates for Windows server and MS SQL licenses are being discovered through this RFP. However the purchase orders for the same will be placed depending on actual requirement.

(3) The infrastructure should also support any other heterogeneous guest OS as specified in the Technical Annexure-I

2. The primary site will be in Mumbai - Vile Parle DC and location of DR site shall be in Bengaluru. Exact location of the DR site will be provided later. The successful bidder's engineers/officials may have to visit data centers of above two sites, as and when required. The scope of work includes understanding the requirement, customizing and providing the deployment architecture of proposed solution. Supply, installation and commission the hardware at respective sites, document the solution, train & certify candidates nominated by LIC, with OEM support.

3. The Bidder is expected to provide end-to-end solution for the project which will cover, but not limited to, supply, installation, implementation, migration/ integration, testing, training & support for obtaining Certification (if required, for LIC nominated officials), support and monitoring the solution during the warranty and AMC period.

a) The Bidder shall prepare Solution Design, Documentation, detailed project implementation plan, test-plan, integration plan and rollback strategy in consultation with OEM and LIC for successful rollout of the Project. The design should be OEM certified.

b) The solution should comply with IRDAI's guidelines on Information and Cyber Security for Insurers, 2023 as modified from time to time.

c) The Bidder shall also undertake to carry out implementation/operationalization including move, add, and delete changes/customization of Licenses/Software updates, releases, Version upgrades. The Bidder should update and maintain all supplied equipment to correctly reflect actual state of the setup at any point in time during the warranty and AMC period.

d) The Bidder/OEM has to act as technical-advisor to LIC for Cloud setup by way of evaluation, demonstration, etc. as and when required by LIC, submit findings/reports to

- LIC and give suggestions/recommendations, whenever required. Necessary resources (including Level-3 support) have to be deployed by Bidder/OEM (only when required and not on a regular basis) for technical assistance at no additional cost to LIC.
- e) The Bidder shall also provide monitoring and onsite support as per the details specified in the RFP.
 - f) The Bidder shall co-ordinate and co-operate with the other Teams (viz. Network/Security) of LIC so that the project setup is completed smoothly without any delay and to the satisfaction of LIC. The Bidder shall also deploy requisite hardware and ensure its successful installation along with the integration of hardware, Network and other systems in a multi-vendor, inter-operable and cross-platform environment. The Selected Bidder shall be required to undertake to perform tasks, render requisite services and make available resources(ancillary or otherwise) as may be required for the successful completion of the entire assignment at no additional cost and to the satisfaction of LIC.
 - g) No extra claim shall be entertained on account of all/part of any job redone on account of bidder's negligence which results into damages/losses during execution of the job. Also, any component(s) required to deliver the solution after release of Purchase Order shall have to be provided by the successful bidder. All such costs shall be borne by the bidder.
 - h) The installation will include proper mounting, labeling, tagging of all the equipment and provide network and power connections.
 - i) The Bidder shall be responsible to provide within scope of work all facilities like labor, transportation, tool kits, testing equipment, cables, connectors, power cords etc. which is necessary for successful deployment of solution.
 - j) Transportation to & fro from the deployment sites, lodging and boarding of manpower shall be the Bidder's responsibility.
 - k) The Bidder has to provide complete escalation matrix which should be updated and sent to LIC as and when there is a change.
4. The bidder is also required to migrate the VMs and backup from the existing private cloud infrastructure in LIC to the new cloud. The details of the existing setup is provided in the Technical Annexure. (Annexure-I).
 5. This project is envisaged to enable LIC to provide logically unified and shared infrastructure flexible enough to rapidly respond to Infrastructure requirements and also accommodate future technology enhancements with an objective to -
 - a) To deliver IT as a service starting with IaaS and capable of providing PaaS & SaaS in future.
 - b) To deliver robust, secure and reliable User Experience.
 6. Hardware design should be scalable, so that capacity can be increased by addition of new server and storage as per growth of operations.
 7. The proposed site should be able to achieve a defined RPO/RTO objective.
 8. It will be responsibility of the selected vendor to ensure that the Application Programs of different departments work successfully on the hardware supplied and installed. In this direction, the selected bidder may have to interact with the Application teams and LIC will facilitate the interaction. Though LIC has taken maximum efforts to evaluate the compatibility of the hardware and software specifications with the existing setup, it will be vendor's responsibility to independently evaluate the same and confirm that there will be no compatibility issues later on during installation.
 9. In case the OS and other software are provided by LIC, no additional charges shall be paid to the Vendor for installation/reinstallation of any software/OS.

- 10.** Post installation support of the systems supplied and installed till the hardware is given as buy-back. The support should be provided by the Vendor directly or through the OEM. No Service Partner can be appointed for servicing of the hardware.
- 11.** The selected Vendor shall be required to post onsite engineer for support, maintenance and monitoring of the DC/HCI setup at Primary Site, Vile Parle DC, Mumbai, as described in detail in the section “ Appointment of L2 Engineers”.
- 12. Training:** Vendor/OEM shall train and certify designated officials for the items in scope for configuration, operation/functionalities, maintenance, support & administration, architecture and components, installation, troubleshooting processes, backup etc. The duration and venue of the training will be decided by LIC.

F. APPOINTMENT OF L2 ENGINEERS IN CENTRAL OFFICE, MUMBAI:

The selected Vendor shall be required to post onsite engineer for support, maintenance and monitoring of the DC/HCI setup at Primary Site, Vile Parle DC, Mumbai, as below:

Shift hours	Number of L2 engineers
8.00 am to 8.00 pm	2

Whenever required, the onsite engineer may have to visit the DR site for support and maintenance activities after the installation of the HCI setup is over (at both sites). The full details governing the appointment, role, responsibilities etc. of the L2 engineers are defined as under.

1. L2 Engineer Qualifying Criteria

(i) **Educational Qualifications:**

- a) Should be B.Tech/BE/MCA
- b) Should have certification from the OEM whose virtualization software has been quoted by the vendor

(ii) **Experience:**

- a) Fully conversant with Latest Cloud and HCI Technologies/Virtualization/Hypervisor provided in the Solution
- b) Should have at least 2 years' onsite experience of handling managed cloud setup of a similar customer preferably PSU/Govt./Pvt. Banks etc.
- c) Virtualization and Migration Techniques(P2P, P2V, V2V)
- d) End Point Management including AV, Malware, Patch, NAC and Deployment
- e) Windows Directory Services (AD, AAD, LDAP) as well as Linux Directory Services.
- f) Storage Solutions, Backup and Replication Services (Local, SAN, Cloud)
- g) Should be on the salary roll of the OEM/Vendor.

2. CV of the proposed L2 engineer

- a) Details of the concerned candidate, along with his/her CV duly authenticated by OEM/Vendor should be made available to LIC within two weeks from the date of selection as L1 bidder.
- b) The successful bidder has to submit a Background Verification Report conducted by Police of all resources deployed.
- c) Immediately thereafter the engineer will be called for an interview by LIC and will be assessed on the skill sets based on the parameters mentioned. The interview may include hands-on troubleshooting on which the candidate will be assessed. The selected engineer has to report to the LIC Ville-Parle Office, Mumbai within 1 week of being intimated of the selection.
- d) If rejected, vendor will have to provide an alternate candidate within a period of 7 days.
- e) The vendor shall provide the background verification, including Police Clearance Report of the onsite resources

3. Role of the L2 Engineer

- a) The proposed L2 engineer will be placed at LIC's Office and will be responsible for proactively monitoring the private cloud setup at both DC and DR sites at all times and also resolution of installation/trouble shooting issues that may be escalated to him/ her.
- b) In case of an engineer going on leave, suitable replacement shall be provided for that period failing which penalty will be applicable as defined in the RFP.
- c) The onsite support Personnel should re-install/ reconfigure any component of the cloud set up , in case of crash of those components / system on problem or patch/upgrades.

- d) The Vendor will also have to earmark an Offsite L3 support and onsite L2 engineer(s) will have to liaison with the L3 engineer for troubleshooting/resolving Breakdown calls.
- e) The L2 engineer is also expected to do the Root cause analysis of any event and proper corrective action has to be taken with information to LIC officials.
- f) The onsite engineer may also have to visit the DR site for support and maintenance activities.

G. BID EVALUATION:

1. Technical Bid Evaluation

- a) The technical bids will be evaluated of those bidders who fulfill the eligibility criteria. The Technical Bid response shall contain the detailed specification(s) for individual items.
- b) Solution will be evaluated during Technical evaluation (including conducting a POC and Presentation for the proposed solution at no cost to LIC) before opening of commercial bid. LIC may reject any technical bid without assigning any reason and LIC's decision in this matter will be final.
- c) The quotes of the bidders qualifying in the technical evaluation (as per criteria below) only will be taken for commercial evaluation.

2. Criteria for Technical Evaluation

- a) Only the bidders qualifying in the Eligibility Bid Evaluation will be eligible for the next stage of Evaluation, i.e., Technical Evaluation.
- b) The Bidder should comply with all the detailed Technical Specifications mentioned (Deviations, if any, should be clearly justified and should meet the specified requirement with relevant documentation). LIC, at its sole discretion, may/may not accept the deviation and will evaluate the same on its merit and suitability to the specified requirement.
- c) The Bidders who are declared Eligible after the Eligibility Bid Evaluation and who are complying with the requirements mentioned in the technical annexure, will be required to conduct **POC demonstration**.
- d) POC shall be conducted for the eligible solution stacks as mentioned above and as per the POC criteria, but not limited to, the objectives mentioned in the table given below –

TABLE – POC Criteria		
SLNO	POC Criterion to be demonstrated by the bidder(in LIC/Bidder/OEM premises)	Pass / Fail
1	Setting up the two nodes of Cloud as DC and two nodes as DR. The network bandwidth needs to be throttled to simulate the DC-DR setup.	
2	Migration of sample physical workload (remote and local) to virtual and demonstrate successful working of the original workload on the virtual setup.	
3	Deploy Cloud management portal and demonstrate provisioning of resources.	
4	Testing high availability of running database VM by removing network cable, Demonstrate VM motion from one node to other without any data loss.	
5	Testing Disaster recovery management by stopping DC set of VM's and transferring user load from DC to DR set of VM's.	
6	Testing full database backup.	
7	Demonstrate active monitoring of VM's by single management interface.	
8	Addition/deletion of CPU, memory and disk to running VM.	
9	Demonstrate patch deployment of web and app VM's without taking downtime.	
10	Demonstrate role-based workflow creation from requisition of resource to disposal.	

- e) All the objectives mentioned above (but not limited to) should be successfully achieved and demonstrated before the Technical team from LIC to become eligible for Commercial Evaluation.

- f) All bidders quoting a particular Solution Stack whose POC has been declared successful by the Technical team from LIC, shall become eligible for Commercial Evaluation. In case, the POC of a particular Solution Stack is declared unsuccessful, all bidders quoting that Solution Stack shall be declared ineligible and shall not be allowed to participate in the next stage of Evaluation.
- g) It is the responsibility of the bidder/OEM to ensure that the particular Solution Stack quoted by them works seamlessly in the LIC DC environment as per the requirements specified in the RFP document and is successfully integrated into the existing eco-system including, but not limited to, the network, security environment, various regulatory compliances, etc.
- Notwithstanding the above, LIC's decision will be final and binding on the bidders.**
- h) Based on the success of POC, bidders will be further evaluated on the basis of the Technical Scoring Model Criteria mentioned below. The bidders scoring **at least 70** marks in the Technical Scoring Model will be eligible for **Commercial evaluation**.

TABLE – Technical Scoring Model Criteria

SLNO	Criterion	Points	
		Specification	Value
1	Evaluation of the proposal based on: Alignment with all objectives (completeness) Implementation plan Anticipated challenges and proposed solutions Presentation made by the Bidder	Maximum	20
		Minimum	5
2	Quality of Proof of Concept	Maximum	15
		Minimum	5
3	References of proposed Solution implementation by bidder in India (As specified in Eligibility Criteria)	>5 References	15
		2 to 5 References	10
4	References of proposed Solution implementation by bidder in India in BFSI/Govt./PSU (As specified in Eligibility Criteria)	At Least one Reference	5
		No References	0
5	Partnership with Virtualization Software OEM (As specified in Eligibility Criteria)	>1 Year	10
		<=1 Year	5
6	Average Turnover for the last 3 Financial Years (As specified in Eligibility Criteria)	Turnover (>400 Crores)	10
		Turnover (150-400 Crores)	5
7	Number of Racks required to host the solution at DC	5 or less	10
		More than 5	5
8	Total Purchase Order value (As specified in Eligibility Criteria)	>50 Crores	15
		31 to 50 Crores	10
		20 to 30 Crores	5
MINIMUM MARKS REQUIRED IN THE TECHNICAL SCORING MODEL TO QUALIFY FOR COMMERCIAL BID EVALUATION			70

3. COMMERCIAL BID EVALUATION AND ORA:

- a) The Commercial opening will be done for the bidders declared successful after the Technical Bid Evaluation and POC. The rules of the ORA will be shared with the eligible bidders subsequently after the opening of the Commercial Bid for the Online Reverse Auction process (TCO basis). **Only total of Part-I items of commercial quotes will be taken up in ORA and other parts of the commercial will be based on paper submission.**
- b) **Price Variation Factor and H1 Elimination clause:**
When the number of Technically Qualified Bidders are more than five, the technically qualified H1 bidder will be disqualified and eliminated from participating in online reverse auction, if his bid value as per the submitted commercial bid (indicative) is higher by more than 40% as compared to the average of quoted prices of all technically qualified bidders for all items in aggregate.
- c) The estimated quantities of Purchase to be made are given in the Commercial Bid Document.
- d) The estimated quantities mentioned in the Commercial Bid document are indicative only. However, the actual quantities and requirement of Engineers may differ at the time of issuing Purchase Order, depending on the circumstances, prevailing at that time.
- e) L1 bidder will be selected as per ORA.
- f) ORA will be on TCO basis hence successful bidder needs to give item wise price bifurcation within a period of **five** working days. Format for the same will be decided by LIC based on components of the proposed solution.
- g) The Letter of Intent along with Purchase Order will be issued to the successful bidder. The required PBG should be submitted to LIC within 21 days from the date of letter issued by LIC for selection as the "selected vendor".
- h) If the selected bidder backs out at any stage during the validity period of the RFP then fresh RFP may be floated and the EMD of the selected bidder shall be forfeited and the Bidder shall be blacklisted for participation in any of the future RFPs.
- i) In case the tendering process has not been completed within the stipulated period, LIC may request the bidders to extend the validity period of the bid and EMD.
- j) The selected bidder will be informed about the selection and the result will be notified on the LIC website <https://licindia.in/web/guest/tenders> and the bidders are advised to visit the above website for any information in reference to this RFP.
- k) Within 21 days of notification of award from LIC, the Bidder will furnish Performance Bank Guarantee, valid for the entire contract period. After the submission of Performance Bank Guarantee by the successful Bidder, the Bidder will be required to enter into a contract with LIC. In case the selected bidder fails to submit performance guarantee within the time and manner stipulated, LIC at its discretion may cancel the notification of award placed on the selected bidder without giving any notice whatsoever.
- l) **Rejection of non-compliant bid** -LIC reserves the right to reject any or all bids on the basis of any deviation(s). Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.

H. EVALUATION PROCESS:

LIC will evaluate the Bids submitted in response to the RFP and all supporting documents/documentary evidences as per the requirements stated in the RFP documents and its subsequent modifications (if any). Bids which satisfy all the eligibility criteria may be evaluated by the evaluation committee constituted by LIC, based on bid submission, presentation by the bidder, POC (Proof of Concept) if required and discussion with the bidder during presentation and customer referral provided by the bidder including site visit. LIC may ask for meetings with the Bidders to seek clarifications on their bids.

Evaluation of the responses to the bids and subsequent selection of the successful bidder will be entirely at the discretion of LIC and will be binding on the bidders. LIC's decision shall be final and no correspondence seeking clarifications about the decision shall be entertained.

I. AWARD AND SIGNING OF BID CONTRACT:

- a) The Contract will be based on this RFP, addenda/corrigenda issued by LIC clarifications & mutually agreed modifications (if any) to the RFP and bidder's valid response to RFP.
- b) LIC will award the Contract to the successful vendor selected through the criteria mentioned in this RFP.
- c) LIC will notify the successful vendor in writing via letter/ email, that its bid has been accepted. LIC will send a copy of the Contract Form incorporating all agreements between the parties to the successful vendor.
- d) Within 14 working days of receipt of the Contract Form, the successful vendor shall sign and date the Contract and return it to LIC.
- e) This initial contract will be called the Master Service Agreement (MSA). The MSA will be the permanent reference document for all the subsequent modifications. Modifications to the MSA will be mutually agreed upon and will be accommodated in the form of addendum/ schedules to the MSA since procedural aspects, services etc. will be continuously evolving.

J. TERMS AND CONDITIONS:

1. Contacting LIC

No Bidder shall contact through any means of communications LIC or its employees on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of LIC, it should do so through designated email-id as given in the Activity Schedule.

Any effort by a Bidder to influence LIC in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

2. Contracting

LIC reserves the right to cancel this RFP, to make a partial award, or to make no award if it determines that such action is in the best interest of the LIC.

3. Right to terminate the Process

- a) LIC may terminate the RFP process at any time without assigning any reasons whatsoever. LIC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP document does not constitute an offer by LIC. The bidder's response to this RFP may result into selection of bidder(s) after completion of selection process as detailed in this RFP document.
- c) LIC reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action.
- d) LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. Decision of LIC will be final in this matter.
- e) Bid with insufficient information to permit a thorough analysis may be rejected.
- f) LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- g) Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to waive/ modify any of the requirements of the bid, in the best interests of LIC.

4. Disqualifications

LIC may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

- a) Made misleading or false representations in the forms, statements or attachments submitted in proof of the eligibility requirements;
- b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- c) Submitted a proposal that is not accompanied by required documentation or is non-responsive;
- d) Failed to provide clarifications related thereto, when sought;
- e) Submitted more than one Proposal;
- f) Been declared ineligible by the Government of India/State/UT Government/ PSUs for corrupt and fraudulent practices or blacklisted.
- g) Submitted a Proposal with price adjustment/variation provision.
- h) Exhibited a record of poor performance in service delivery.

5. Fraud and Corrupt Practices

The Vendors, their respective officers, employees, agents, advisers and representatives shall observe the highest standard of ethics at all times. Notwithstanding anything to the contrary contained in this RFP, LIC shall reject a Bid without being liable in any manner whatsoever to the Vendor, if it determines that the Vendor has, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive/ undesirable / restrictive practice (collectively the "Prohibited Practices") at any time. In such an event, LIC shall, without prejudice to its any other rights or remedies, forfeit in part or full the EMD / PBG, as the case may be for, inter alia, time, cost and effort of LIC, with regard to the RFP, including consideration and evaluation of such bids and such Vendor may not be allowed to participate in any RFP issued by LIC during a period of 2 years from the date such Vendor is found by LIC to have directly or through an agent, engaged or indulged in corrupt / fraudulent / coercive / undesirable / restrictive practice, as the case may be.

Without prejudice to the rights of LIC under the above clause and the rights and remedies which the LIC may have under the Letter of Intent (LOI) or the Agreement, if Bidder, as the case may be, is found by LIC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by LIC during a period of 3 years from the date such bidder, as the case may be, is found by LIC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Section, the following terms shall have the meaning herein-after respectively assigned to them:

- a) "Corrupt practice" means
1. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of LIC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of LIC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
 2. save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical adviser of LIC in relation to any matter concerning the Project;
- b) "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by LIC with the objective of canvassing, lobbying or in any manner

influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Vendors with the objective of restricting or manipulating a full and fair competition in the Selection Process.

6. Varying the Services

I. Variations proposed by LIC –

LIC reserves the right to initiate any change in the scope of contract. Vendors must factor in a maximum of 25% scope changes within the services, appliances, licenses, etc. Any change in the scope beyond this 25% will be informed to the vendor in writing. If LIC wants to vary the Services:

- a) LIC will request the Vendor in writing setting out the proposed variations.
- b) Within 15 working days after receiving LIC's request or within another period mutually agreed, the Vendor must respond in writing to LIC specifying what impact those variations will have on:
 - i. The Service Charges; the Services or Deliverables, including any Deliverable.
 - ii. The Vendor's ability to perform its obligations under current Contract (including its ability to meet Milestones) and with respect to the change of scope proposed.
- c) Within 15 working days after receiving the Vendor's response, or within another period mutually agreed, LIC will give the Vendor a written notice accepting or rejecting the response.
- d) The contract may be varied only in writing signed by each party.

II. Effective date of variation –

Any variation in the services will take effect from the date on which the parties execute a Change Order. In such a case, the Contract will be amended to give effect to the Change Order.

III. Change Order –

- a) If any such change causes an increase or decrease in the cost of, or the time required for, the vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the vendor for adjustment under this clause will be asserted within fifteen (15) days from the date of the vendor's receipt of LIC's change order.
- b) Payment under this clause will be made only if Change orders are exercised, approved and delivered.

IV. Change Requests –

The following would constitute a Change request:

- a) Any work which has not been specifically mentioned in the scope of work of the RFP, the annexure, and the pre-bid queries
- b) Any changes in the deliverables post approval by LIC.

In such a case, the additional effort estimated by the vendor and its costs would be discussed and finalized in discussions with the vendor. The basis of this cost would be as quoted by the vendor in the **Annexure-II** - Indicative Commercial Bid.

Payment under this clause will be made only if Change Requests are exercised, approved, and delivered.

V. Contract Amendments –

No variation in or modification of the terms of the contract shall be made except by written amendment signed by both LIC and the vendors. Any changes in law, taxes and policies shall be governed through the provision of this RFP.

7. Conflict of interest

a) The Vendor shall disclose to LIC in writing, all actual and potential conflicts of interest that exists, arises or may arise in the course of performing the obligation(s) as soon as it becomes aware of that conflict.

i) Bidder shall not have a conflict of interest that may affect the Selection Process. Any bidder found to have a conflict of Interest shall be disqualified. In the event of disqualification, LIC shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to LIC for, inter alia, the time, cost and effort of LIC including consideration of such bidder's proposal, without prejudice to any other right or remedy that may be available to LIC hereunder or otherwise.

ii) LIC requires that the Bidder provides professional, objective, and impartial advice and at all times hold LIC's interests paramount, avoid conflict with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other projects or contracts, or that may place it in a position of not being able to carry out the assignment in the best interests of LIC.

iii) Without limiting the generality of the above, bidder shall be deemed to have a conflict of Interest affecting the Selection Process, if:

iii.a) the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;

iii.b) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or

iii.c) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the bid of either or each of the other Bidder; or there is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing services to LIC for this particular assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment.

b) Warranty that there is no conflict of interest

(i) The Vendor will warrant that, to the best of its knowledge after making diligent inquiry, at the date of signing the contract no conflict of interest exists or is likely to arise in the performance of its obligations under the contract.

(ii) A Vendor will not have a conflict of interest that may affect the Services.

(iii) LIC requires that the Vendor provides professional, objective, and impartial services and at all times hold LIC's interests' paramount, avoids conflicts with other assignments or its own interests, and acts without any consideration for future

work. The Vendor shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to LIC, or that may place it in a position of not being able to carry out the assignment in the best interests of LIC.

- (iv) Without limiting the generality of the above, a Vendor shall be deemed to have a Conflict of Interest, if there is a conflict among this and other assignments of the Vendor (including its personnel and other members, if any) and any subsidiaries or entities controlled by the Vendor or having common controlling shareholders. The duties of the Vendor will depend on the circumstances of each case. While providing services to LIC for this particular assignment, the Vendor shall not take up any assignment that by its nature will result in conflict with the present assignment.

c) Notification of a conflict of interest

The Vendor shall make a disclosure to LIC as soon as any potential conflict comes to its notice but in no case later than 7 days and any breach of this obligation of disclosure shall be construed as Conflict of Interest. LIC shall, upon being notified by the Vendor under this Clause, decide whether it wishes to terminate his Services or otherwise, and convey its decision to the Vendor within a period not exceeding 7 days.

8. Consequences of Termination of Selected Bidder

In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the terminated Bidder in relation to the execution/continued execution of the scope of the work defined in RFP.

Nothing herein shall restrict the right of LIC to invoke the Performance Bank Guarantee and take other actions as defined in this RFP and pursue such other rights and/or remedies that may be available under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the RFP that are expressly or by implication intended to come into or continue in force on or after such termination.

9. Performance Bank Guarantee (PBG)

- a) A Performance Bank Guarantee, unconditional and irrevocable from scheduled/nationalized Bank payable at Mumbai (as per **Annexure-XIII**) to the tune of **5%** of the Grand Total Cost, shall be submitted by the selected bidder, as **Performance Bank Guarantee (PBG)** for the equipment(s) supplied/ Services offered against this RFP. The **Performance Bank Guarantee** should be valid for the period of **68 months** from the date of submission and thereafter shall be renewed for **AMC (10% of the AMC cost)** and submitted to LIC every year one month before the expiry of the PBG for the maintenance of the supplied Hardware, till the hardware is given away as buyback.
- b) The PBG may be required to be submitted in multiple numbers if required by LIC. In case the Vendor defaults in renewal of PBG as stated above, the PBG or part thereof may be invoked and LIC's decision in this matter will be final.
- c) The Performance Bank Guarantee shall be submitted within 21 days from the date of letter issued for selection as Vendor. Failure to do so may attract a penalty of Rs. 5,000/-per day, subject to maximum penalty of Rs. 1,00,000/- .
- d) In case the selected bidder fails to submit performance bank guarantee even after the elapse of 42 days from the date of letter issued for selection as Vendor, it will be

considered that the selected bidder has backed out. EMD of such bidder will be forfeited and the bidder will be blacklisted. In this case the bid / contract may be cancelled and contract may be awarded to the next successful bidder provided the bidder matches the L1 price discovered through the RFP.

- e) The PBG / part thereof may be invoked for an amount that will be decided by LIC, when the bidder backs-out of any of his obligations as per this RFP.
- f) The PBG will not carry any interest.
- g) The PBG will be invoked in full or part (to be decided by LIC) in any of following eventualities during the period of contract:
 - i. The bidder fails to honour expected deliverables or part as per this RFP after issuance of PO.
 - ii. Any legal action is taken against the bidder restricting its operations.
 - iii. Any action taken by statutory, legal or regulatory authorities for any breach or lapses which are directly attributable to the bidder.
 - iv. LIC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.
- h) The performance guarantee will be discharged by LIC and returned to the Vendor not later than 60 days following the date of completion of the Vendor's performance obligations including any warranty obligations under the contract.
- i) In the event of any contract amendment, the Vendor shall, within seven days of agreeing to such amendment, furnish the amended performance guarantee, valid for the duration of the Contract as amended, including warranty obligations

10.Pricing & Taxes

- a) Bids shall be inclusive of all taxes, duties, levies etc., but **exclusive** of GST as applicable. Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.
- b) Vendor will be entirely responsible for upfront payment of all applicable taxes like GST, transit insurance, License fees, road permits etc. In connection with delivery of products at site.
- c) A declaration may be given by LIC to Vendor to the effect that the goods are as per our requirements for our own use and are not meant for any resale or for any manufacturing or packing of any goods for sale.
- d) GST shall be mentioned in the Invoices and payments will be made as per invoices submitted. GST wherever applicable, shall be mentioned in the Invoices submitted and shall be reimbursed as per actuals on production of the original receipt in proof of having paid the said taxes on behalf of LIC. In case concrete evidence of having paid the appropriate taxes is not submitted within a maximum period of two months from the date of payment of the taxes, the vendor will not be eligible for any reimbursement on this count.
- e) The Vendor should not, under any circumstances, request for an increase in the prices once prices are approved by LIC. No price variation relating to increases in Government levies/ taxes/ cess/ customs duty & excise duty including any newly introduced taxes shall be permitted.
- f) All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

11.Approved Rates under RFP

The rates approved by LIC will be valid up to **two years from the date of signing of MSA**. The selected bidder(s) should ensure that the hardware items quoted will be available for supply for Purchase Orders issued up to above mentioned period. If, at any time during this period, those hardware items with the configuration quoted are not available, the vendor should supply hardware items with equivalent or higher configurations at the approved rates, subject to evaluation/ OEM certificate wherever required and LIC's approval. Similarly, the spares for all the hardware provided under the scope of this RFP shall be available for a period of Seven years from the date of PO.

LIC also reserves the right to reduce or extend the validity of approved rates for a maximum period of up to **180 days**.

12.Repeat Orders

- a) LIC reserves the right to place repeat order/s to the vendor under the same terms and conditions within the price validity period. Any request for change in approved rates during the price validity period shall not be considered.
- b) Beyond the price validity period, LIC reserves the right to place repeat orders for additional hardware and services on the same terms & conditions at prices which will be negotiable. The basis of negotiation (upwards/downwards) for Part-I items will be the dollar rate as on the date of conclusion of Online Reverse Auction and the dollar rate on the date of negotiation and any other material factors prevailing at that time. LIC will also take into account the upward or downward revision of the product price.
- c) With respect to the L2 Engineers, quote (Part-II) will remain the same and there will be no scope of negotiation for the same.
- d) LIC also reserves the right to negotiate rates for stray future requirements (which were not anticipated and which are not listed in the current tender specifications) that may be required to be procured and installed within/along with the equipment(s) being purchased through this tender. Basis of the negotiations will be the list-price of the equipment/component and the discounts etc. generally offered to LIC by the vendor.

13.Placing of Orders

- a) Placing of orders under this RFP and payments thereof will be made by the LIC Central Office, Mumbai.
- b) The Vendor should point out any discrepancy/ deficiency in the electronically generated Purchase orders within three working days of the receipt of Purchase Order by email. Subject to this, the date on which the required information/ correction in the Purchase order is intimated to the Vendor, through mail would be deemed to be the date of acceptance of the Purchase order for the purpose of calculating the delivery period and penalty.
- c) Purchase Orders may be issued by LIC in a staggered manner as per requirement of LIC.

14.Pre-Dispatch Inspection

The Vendor shall conduct a Pre-Dispatch Factory Inspection for all Hardware items **before delivery and submit document on letter head certifying that all listed components are inspected and are in order**.

15.Pre installation survey and Acceptance Test on Delivery and Installation

The vendor should carry out the pre-installation survey, after being intimated of his selection, of the site and certify that the site is meeting all requirements i.e. power, earthing, air conditioner (temperature) etc. No additional charges shall be payable to the Vendor for such survey. If this survey is not done, LIC will not be responsible for any related issues, including hardware damage that may arise at the time of installation.

Each of the hardware delivered at the site will have to undergo an acceptance test, which shall be a part of the complete installation of the equipment/machine and should be a part of the Installation report. The test shall necessarily check all the performance parameters as per the Technical specifications mentioned in the RFP and any further clarifications/ corrigendum(s). The vendor is required to ship along with the machines the necessary software tools to check the configurations of the machines as well as the compatibility with the respective OS versions mentioned in the technical specifications.

LIC reserves the right to cancel the order in part or full in the event of serious discrepancy in hardware noticed after receipt of the Hardware. In such a case:

- a) LIC may cancel the entire purchase order and ask the vendor to take the equipment back at the vendor's costs and risks; and/or
- b) The vendor shall have to replace the entire hardware consignment as per the committed specifications; and/or
- c) The vendor will be required to replace the hardware supplied with any of the other technically qualified models. However, the new hardware should be delivered within delivery period as per the original Purchase order; and/ or
- d) The Bank Guarantee may be invoked to make good the loss or damage and/or,
- e) The selected vendor may be blacklisted for future in case serious violations are observed and LIC's decision in this matter will be final and binding on the vendor.

16. Deliverables and Timelines

The timelines for the delivery of hardware is as below:

Table E				
Delivery and Installation period		Delay in delivery and Installation beyond 110 days	Penalty as a % of the total Purchase Order value of the respective item	Maximum Penalty
Delivery (Hardware and Software):	50 days	Delay up to 15 days	@ 0.2% per day of delay	10% of the total Purchase Order value of the respective item.
Installation (Hardware and Software):	60 days	Beyond 15 days	@ 0.5% per day of delay	

In case of delay beyond the maximum period of 30 days over and above the delivery and installation period as mentioned in the above **Table E**, the following action may be initiated:

- i. The order placed may be cancelled and communicated in writing to the Vendor, and even in case such decision for cancellation of order is taken by LIC, the penalty as mentioned in the above **Table E** (as applicable) will also be recovered from the vendor.
- ii. Deductions of penalty will be made from any amounts payable to the Vendor or by invoking the Performance Bank Guarantee.
- iii. Any other amounts that may become recoverable from the Vendor will be recovered from any available Bank Guarantee.
- iv. Recovery of further amounts over and above Bank guarantee will be subject to adjudication.
- v. In case of cancellation of orders due to delay in deliveries/ installations, besides the penalty charged, the concerned Vendor may also be disallowed to participate in any RFPs as decided by LIC, period of which may extend up to three years. However, in all such cases LIC will take a considered decision in the matter and LIC's decision will be final and binding on the bidder.

17.Site Not Ready (SNR) Clause

In case the site is not found ready for installation, the vendor shall contact LIC Official. If it is concluded that the site is not ready due to any reason(s) attributable to LIC, then vendor shall obtain a certificate from LIC for "Site Not Ready" as per the format generated through the LIC's Delivery & Installation Module. In this case, the delivery & installation payment due to the vendor will not be held up for want of installation certificate. However, the vendor has to submit an undertaking that as and when the site is ready, the vendor will report for installation within 3 days of being intimated that the site is ready and will complete installation within 2 weeks, ensuring integration of hardware with the other equipment(s) including the load balancer, loading of OS, Software for commissioning of the solution thereafter.

If installation is not completed within the stipulated time-frame, penalty towards deliverables and timelines as defined above will be applicable from the 15th day of being intimated that the site is ready, subject to a maximum of 10% of the cost of those item(s). The penalty will be recovered from any amount payable to vendor including invoking of the PBG/ any Bank Guarantee submitted by the vendor.

18.Payment Terms

- a) Payments will be made by the Central Office.
- b) Payment will be made for the entire purchase order at one time and not in piecemeal. For services of engineer/s appointed, the payment shall be made at the end of each quarter.
- c) Efforts will be made to settle all payments within 30 days, for orders for which complete set of invoices along with supporting requirements are submitted.
- d) **35%** of the payment will be made on delivery of the Hardware & software and submission of Invoice cum delivery Challan duly printed on the vendor's own letter head, which should contain description of hardware and machine serial numbers invariably and signed by LIC's officials with name, designation, date and stamp.
- e) **45%** payment will be made on installation, acceptance Test and Go Live (completion of entire scope of work activity to make the Infrastructure ready for use).
- f) **10%** payment will be made after six months from the date of issuance of certificate of successful commissioning and implementation of the project.
- g) Balance **10%** payment will be made at the end of the warranty period.
- h) The breakdown charges if any, during the warranty period of five years accumulated will be recovered from any amount payable to the Vendor or by invoking the Performance Bank Guarantee available with LIC.

19.Terms & Conditions for maintenance of Hardware during the Warranty and AMC period

- a) All the Hardware items, as per specifications given in **Technical Bids**, shall be under a comprehensive on-site warranty covering all parts and labor for a period of **Five Years from the date of installation of DC, DR Setup**. Post that the Systems shall be maintained under Comprehensive Annual Maintenance with **back to back support from the OEM for the 6th and 7th years**, with onsite support with the existing supply vendor only at the rate negotiable with LIC , unless decided otherwise. The final decision of allotting AMC to the existing Supply Vendor or any other Vendor vests with LIC. The decision of LIC in this matter is final.
- b) Spares for the hardware should be available for a minimum period of **7 years** from the date of installation of the Hardware irrespective of whether the equipment is manufactured by the Selected Vendor or procured from any other Principal Vendor (OEM). The entire responsibility will rest on the selected vendor for servicing and proper functioning of the equipment supplied. During specified tenure, if it is found that spares or support of hardware is EOSL and is not available, then the existing hardware will have to be replaced by equivalent or higher model by the Selected Vendor at no extra cost to LIC.

- c) During servicing, whenever required, the vendor has to install original OEM manufactured spare parts of same or higher configuration (subject to compatibility). Warranty should not become void if LIC buys any other supplemental hardware from a third party and installs it in these machines in the presence of the representative/ engineer of the vendor. However, the warranty will not apply to such third party hardware items, if installed.
- d) If the damage to the hardware is due to the power fluctuations or physical damage due to mishandling by LIC personnel or the damage by external factors, LIC would bear the cost of the parts damaged but the onus of proving this will be on the Vendor. However, the vendor will be required to provide immediate system/solution as standby with same configuration or higher and with all services restored as if it is a normal breakdown.
- e) In case of partial/full damage or loss of the equipment due to reasons beyond the control of LIC, such as theft, fire, floods etc., the vendor should supply working standby equipment with same configuration or higher with all services restored, as if it is a normal breakdown.
- f) In both the cases mentioned above, fresh order will be placed by LIC with the vendor concerned for the supply of the new hardware against the lost/damaged equipment/ component. Monthly rental of 5% of basic Hardware cost will be payable to the vendor for the equipment supplied as standby. **If the vendor does not provide standby equipment, the penalties as per SLAs defined below will be imposed.**
- g) Whenever any Hardware equipment is taken out of an LIC site for repair, the same hardware has to be returned after repair unless it is declared to be irreparably damaged. When any Hardware equipment is taken out of an LIC Office for repair, the vendor shall make all arrangements for removal of the equipment, transit insurance, its transportation to the workshop and back to LIC's site and its re-installation. Insurance of such equipment also has to be arranged by the Vendor and all expenses for the above shall be borne by the Vendor. The vendor shall hand over and reinstall the systems in 100% working condition after repair/maintenance/rectification within 30 days, after repair/maintenance/rectification. Thereafter, the Vendor shall reinstall the same machine after repair unless it is declared to be irreparable.
- h) In the event of replacement of the system or any part thereof, it should be done with an equipment/ part, equivalent or of higher configuration which is compatible with the system.
- i) Wherever any system has to be shifted from one LIC location to another, as decided by LIC, the vendor is required to uninstall / reinstall and maintain the system/s at the new location, without any extra cost on account of reinstallation. The packaging of the hardware and the transportation along with the transit insurance will be done by the respective Divisional Office/ Zonal Office and the cost of the same will also be borne by LIC.
- j) Service Engineers/ Representatives of Vendor shall invariably carry their identity cards with them, without which they will not be allowed to access LIC's Systems. Service Engineers of the Vendor shall have access to the Computer Systems/ Peripherals only after obtaining clearance from LIC's authorized officials. No component of the System/data/ log information will be taken out of LIC's premises without clearance from LIC's authorized Officials.
- k) In case of Site Not Ready (SNR) cases, the warranty will commence automatically from 31st day of issue of SNR.

20. Exit Management:

The Vendor shall provide LIC with a recommended Exit Management plan which shall deal with at least the following aspects of Exit Management in relation to the scope of project as a whole and in relation to the Managed Services and the Operation and Management SLA

- i. A detailed program of the transfer process that could be used in conjunction with a Replacement Implementation Agency including details of the means to be used to ensure

continuing provision of the services throughout the transfer process or until the cessation of the services, and of the management structure to be used during the transfer;

- ii. plans for the communication with such of the vendor's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the LIC's operations as a result of undertaking the transfer;
- iii. (if applicable) proposed arrangements for the segregation of the Vendor's networks from the networks employed by LIC and identification of specific security tasks necessary at termination;
- iv. Plans for provision of contingent support to LIC, and Replacement Implementation Agency for a reasonable period after transfer.

During the exit management period, the Vendor shall use its best efforts to deliver the services. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule. This Exit Management plan shall be furnished in writing to LIC within 90 days from the date of contract.

21. Performance Assessment

a) Assessment of Services

Each element of the Services is subject to assessment by LIC against the relevant performance criteria.

b) Notice of non-compliant Services

- i. If LIC considers that all or part of the services does not meet the specifications, LIC will notify the Vendor within seven Business Days of assessing the Services against the specifications.
- ii. LIC will include reasons for the Services not meeting the specifications in the notice given under clause i.

c) Rectification of non-compliant Services

If LIC notifies the Vendor that all or part of the Services does not meet the performance criteria, the Vendor will:

- i. Take all necessary steps to ensure that the Services are promptly corrected within the period as requested by the bidder or period as mutually agreed upon by both the parties.
- ii. Give notice to LIC when the Services have been corrected; and
- iii. Allow LIC to repeat the assessment of all or part of the Services against the specifications, within five Business Days after the date of the notice or such other time as agreed mutually in writing.

22. Personnel

a) Use of Specified Personnel

- i. The Vendor will provide the Services or any part of the Services to which their particular experience relates, with the active involvement of, and using the skill of the Specified Personnel
- ii. Ensure that each of the Specified Personnel is aware of and complies with the Vendor's obligations in providing the Services.

b) If the Specified Personnel are not available

Where one or more of the Specified Personnel is or will become unable or unwilling to be involved in providing the Services, the Vendor will notify LIC immediately. The Vendor will:

- i. 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
- ii. Obtain LIC's written consent prior to appointing any such replacement person.

c) LIC may Request Replacement of Personnel

LIC may at any time request the Vendor to remove from work any of the Specified Personnel. The Vendor must promptly arrange for the removal of such Personnel and their replacement.

23. Intellectual Property Rights

a) Third Party Material

The Vendor must have ownership or obtain all necessary copyright and other Intellectual Property Right permissions before making any Third-Party Material available for the purpose of performance of services under this RFP and resulting contract.

b) LIC ownership of Intellectual Property Rights in Contract Material-

- i) All Intellectual Property Rights in the Contract Material shall vest in LIC;
- ii) to the extent that LIC needs to use any of the Auxiliary Material provided by the Vendor to receive the full benefit of the Services (including the Contract Material), the Vendor grants to, or must obtain for, a world-wide, royalty free, perpetual, non-exclusive license to use, reproduce, adapt, modify and communicate that Auxiliary Material.

c) Responsibility of the successful bidder:

It would be the responsibility of the successful bidder to ensure that it has legal, valid and current rights to provide all the deliverables as sought under this RFP. LIC acknowledges that, save as expressly provided elsewhere in this RFP, all Intellectual Property Rights in relation to the software, its documentation, development, coding and any adaptations, translations and derivative work, whether a copyright, trade mark, patent, trade secret design or otherwise, provided to LIC by the bidder during, in connection with or in relation to fulfilling its obligations under this RFP will belong to and shall remain a property of the bidder or its licensor, except under the condition when LIC has taken possession of the software through its rights bestowed upon by the Escrow arrangement.

d) Liability of the successful bidder:

The successful bidder shall be responsible for all due permissions, authorizations and consents from any third party licensors of software provided by the bidder for this project. The liability of the bidder, regardless of the nature of the action giving rise to such liability and in case of claims against LIC arising out of misconduct or gross negligence of the bidder, its employees and subcontractors or through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

e) Rights in Vendor's Pre-existing IPR:

There shall be no assignment or transfer of any Vendor's pre-existing IPRs (including any amendments, modifications or enhancements thereto) pursuant to this Agreement.

All IPR including the source code and materials developed or otherwise obtained independent of the efforts of a party under this Agreement ("pre-existing work") including any enhancement or modification thereto shall remain the sole property of that party.

During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for duration of the term of this Agreement.

Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the vendor should grant LIC a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to LIC as a part of the service or deliverables only for its internal business operations.

Under such license, either of the parties will have no right to sell the pre-existing work of the other party to a Third Party. LIC's license to pre-existing work is conditional upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with LIC at the conclusion of performance of the services.

f) IPR Warranty

The Vendor will warrant that:

- i. The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and
- ii. It has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause 23.

g) Remedy for breach of warranty

If someone claims, or LIC reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights, the Vendor will, in addition to the indemnity and to any other rights that LIC may have against it, promptly, at the Vendor's expense:

- i. Use its best efforts to secure the rights for LIC to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
- ii. Replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials and without affecting the performance or functional aspects of the warranted material in any manner, to avoid the infringement claim.
- iii. The Vendor will indemnify LIC against all third-party claims of infringement of patent, Intellectual Property Rights, trademark, copy right or industrial design rights arising from use of the Vendor's Solution or any part thereof throughout the Offices of LIC, including but not limited to the legal actions by any third party against LIC.

LIC shall not be held liable for and would be absolved of any responsibility or claim/litigation arising out of the use of any third party software or its components or modules supplied by the bidder in terms of requirements of this RFP.

24. Moral Rights

a) Obtaining consents

To the extent permitted by applicable Laws and for the benefit of LIC, the vendor will:

- i. give, where the vendor is an individual; and
- ii. Use its best endeavours to ensure that each of the Personnel used by the vendor in the production or creation of the Contract Material gives, genuine consent in writing, in a form acceptable to LIC, to the use of the Contract Material for the Specified Acts, even if such use would otherwise be an infringement of their Moral Rights.

b) Specified Acts

In this clause, Specified Acts means:

- i. Crediting/ Falsely attributing the authorship of any Contract Material, or any content in the Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the Copyright Act, 1957);
- ii. Materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material;
- iii. Reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and
- iv. Adding any additional content or information to the Contract Material.

25. Protection of Personal Information

a) Application of the clause

This clause applies only where the vendor deals with personal information and for the purpose of, providing services under the contract.

b) Obligations

The vendor acknowledges that it will use or disclose personal information obtained during the course of providing services under the contract, only for the purposes of the contract.

26. SECURITY

The selected Bidder must ensure the security of the application and the data throughout the project lifecycle. The System should be compliant with the latest IT Act and Security Guidelines issued by Govt. Agencies. The outcome of this task must include, but not limited to, the following information on:

a) Approach to establishing and maintaining security responsibility and accountability

b) Granting or restricting access to all the application and data, auditing security events, auditing security configurations and changes, generating security reports, and monitoring the application for vulnerabilities and intrusions.

c) Managing user creation, assignment of new User ID (User Identification)/password/personal identification numbers (PINs), role assignments, and activity monitoring.

d) Compliance, including the approach to maintaining compliance with law, standards, best practices and LIC's enterprise security requirements:

(1) Compliance with LIC requirements / Regulatory Compliance

The vendor will ensure that its Personnel comply with:

- i. All relevant security and other requirements specified in LIC 's Information Security Policy, if the same has been made aware by LIC;
- ii. Any other security related incidents /procedures or requirements notified, in writing, by LIC to the vendor. The vendor must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice.
- iii. Any regulatory guidelines about IT security issued by the Regulator.

(2) Security clearance

LIC may, from time to time, notify the vendor of the level of security or access clearance applicable to the vendor's personnel, and the date from which, or the period during which, that clearance will be effective and the vendor must comply with and ensure its personnel act in accordance with that notice.

Bidder will be responsible for all costs associated with obtaining security clearances.

(3) Removal of LIC Data

The vendor will not, and will ensure that its personnel do not:

- i. Remove LIC Data or allow LIC Data to be removed from premises; or
- ii. Take LIC Data or allow LIC Data to be taken outside of offices.

27. TERMINATION

a) Right to terminate

If Vendor fails to comply with the clause for Performance Assessment and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to

its other remedies) terminate the Contract immediately by giving the Vendor written notice of 15 days.

b) Termination and reduction for convenience

- i. LIC may, at any time, by a prior written notice of 30 days, terminate the contractor and / or reduce the scope of the services.
- ii. On receipt of a notice of termination or reduction the vendor must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect LIC material and contract material; and continue work on any part of the Services not affected by the notice.
- iii. If the contract is terminated, LIC is liable only for payments in respect of services rendered before the effective date of termination.
- iv. If the scope of the Services is reduced, LIC's liability to pay the service Charges or to provide LIC Material abates in accordance with the reduction in the services.
- v. LIC is not liable to pay compensation under clause ('C') supra, if the amount, in addition to any amounts paid or due, or becoming due, to the vendor under the contract, exceeds the total Service Charges payable under the Contract. The vendor is not entitled to compensation for loss of prospective profits.
- vi. The systems that are complete and ready for delivery within 30 days after the Vendor'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 Vendor an agreed amount for partially completed systems and for materials and parts previously procured by the Vendor.

c) Termination by LIC for default

Notwithstanding what has been stated in clauses of this Agreement LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the vendor, terminate the Contract in whole or part if the vendor fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the vendor fails to perform any other obligation(s) under the Contract.

In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered, and the vendor shall be liable to LIC for any excess costs for such similar systems or Services. However, the vendor shall continue the performance of the Contract to the extent not terminated.

d) Termination for Insolvency

LIC may at any time terminate the Contract by giving written notice to the vendor, if the vendor becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to LIC.

In case of termination under this clause, LIC is liable to pay for all the services performed by the vendor till the effective date of termination.

e) After termination

On termination of the contract the Vendor must:

- i. stop work on the services;
- ii. deal with LIC Material as directed by LIC; and
- iii. return all LIC's Confidential Information to LIC

f) Survival

The following clauses survive the termination and expiry of the contract:

- i. Clause J.23 (Intellectual Property Rights);
- ii. Clause J.25 (Protection of personal information);
- iii. Clause J.27.h.iii) (Knowledge transfer)
- iv. Clause J.26 (Security);
- v. Clause L.2 (Insurance);
- vi. Clause L.4 (Indemnity);
- vii. Clause L.8 (Confidentiality and privacy);
- viii. Audit Access
- ix. Warranty

g) Severability

If for any reason whatever, any provision of this agreement is or becomes invalid, illegal or unenforceable or is declared void by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this agreement or otherwise.

h) Termination does not affect accrued rights

Termination of the contract does not affect any accrued rights or remedies of a party.

i. Consequences of Termination of the Selected Bidder:

In the event of termination of the selected bidder (vendor) due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP, end of project life or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach.

The terminated vendor shall support takeover of the solution by LIC or a new vendor selected by LIC for continuity of the project during the period of transition. This period of transition shall not exceed six months from the effective date of termination.

Nothing herein shall restrict the right of LIC to invoke the Performance Bank Guarantee and take other actions as defined in this RFP and pursue such other rights and/or remedies that may be available under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the RFP that are expressly or by implication intended to come into or continue in force on or after such termination.

ii. Business continuity beyond contract period

At the end of the contract period the vendor shall support takeover of the solution by LIC or a new vendor selected by LIC for business continuity. Vendor will provide an export facility to obtain the data /knowledge in a usable format.

The vendor shall render all reasonable assistance and help LIC and any new service provider engaged by LIC for smooth switch over and continuity of service.

iii. Knowledge transfer

Subject to any qualification or provision to the contrary in the Scope of Work, the Vendor must provide the following assistance to LIC on termination or expiration of the contract:

- a) Transferring or providing access to LIC to all information stored by whatever means held by the Vendor or under the control of the Vendor in connection with the contract; and
- b) Making Specified Personnel and Vendor Personnel available for discussions with LIC as may be required. The time, length and subject of these discussions will be at the sole discretion of LIC, provided that any matter discussed is not considered to reveal any Commercial-in- Confidence' information of the Vendor.
- c) The Parties agree that duration of Knowledge transfer shall in no event exceed for more than 90 days.

28. RIGHT TO AUDIT

The Selected Bidder may be subject to annual audit by internal/ external Auditors appointed by the LIC / IRDAI or any regulatory authority.

29. Land Border Clause:

The land border clause is governed by the Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India.

Bidders have to submit a self-declaration for land border clause in the form of Annexure-XIV which shall form a part of eligibility criteria specified in this RFP.

K. SERVICE LEVEL AGREEMENT (SLA):

The Service Level Agreement, Terms and Conditions are given below:

(1) Site-Uptimes Required and Its Applicable Penalties

a) Site-uptimes to be provided by the vendor as per SLA Table below.

Uptime (quarterly basis) for both sites - Primary and DR	99.9%
Monitoring Window	24 x 7 (365 days a year)
Working Hour Window	8 am to 8 pm (on all working days)
Formula for Site Uptime Calculation (Quarterly): Site Uptime (%) =	$\frac{(\text{Total hours during the Quarter}) - (\text{Total downtime hours during the Quarter})}{\text{Total hours during the Quarter (No. of days in the Quarter} \times 24)} \times 100$

b) Exclusions from Downtime Calculations

The following events/incidents will be excluded from the downtime calculation for meeting the required uptimes:

- (i) Scheduled downtime on account of preventive maintenance, system testing and acceptance test, system upgrades etc.
- (ii) Failure due to application and application configuration.
- (iii) All failures due to source power unavailability and power conditioning, UPS failure etc. beyond control of vendor managed services. However, onus of proof lies with the vendor and the same will be verified by LIC’s authorized officials.
- (iv) Force Majeure conditions defined in the RFP or any condition not foreseen but mutually agreed by both the parties.

c) Penalty applicable if the desired uptimes are not achieved:

Required Site-Uptime on quarterly basis (All sites – Primary and DR)	99.9%
Percentage Site-up time	Penalty Applicable (% of the Notional QMC amount*)
99.9	0
99.8	1
99.7	2
99.6	3
99.5	4
99.4	5
99.3	6
99.2	7
99.1	8
99	9
98.9-98.0	10
97.9-97.0	15
96.9-95.0	20
94.9-92.0	25
91.9-90.0	30
For every 0.5% decrease in site uptime (after 90%)	30% plus additional 1% of the Notional QMC amount subject to maximum penalty of 1% of the Total Hardware Cost of the site
*- Notional QMC Amount –2% of the Hardware Cost for the site	

Note:

- (i) Hardware uptime reports etc. will be generated by the tools deployed by LIC.
- (ii) SLA will be applied based on the reports generated by the LIC's Service-Desk/ Module. (if applicable)
- (iii) Site uptime will be calculated on monthly basis.
- (iv) The QMC will be settled by the Central Office and respective Zonal Office for all Divisional Offices under their jurisdiction.
- (v) Penalty will be deducted from any amount payable to the vendor or from the Performance Bank Guarantee.

(2) Incident & Defect Resolution Matrix and applicable penalties:

- a) In case of any breakdown/ malfunctioning of HCI hardware, hardware components, accessories, system software etc., the same should be attended to immediately on receipt/ notice of the complaint within the time limits applicable to the criticality of the incident as specified in the Incident & Defect Resolution Matrix below.

Criticality Level Of Incident	Description	Expected Resolution Time (hours)
Level 1 Incident	Entire HCI Setup /Environment is not available	2
Level 2 Incident	Few Nodes are not available, to ensure availability of Critical VM, some VM had to be shut down.	4
Level 3 Incident	Few Nodes are not available; all the VM's are running with reduced capacity.	6

- b) Failure to adhere to the expected resolution time will attract penalty as defined in the table below. For the purpose of calculating the penalty under this head the period of delay will be reckoned as per the working hour window.

S. No	Period of delay	Penalty amount
1	> Two hours up to four hours	Rs. 1,000 per hour or part thereof
2	> Four hours up to six hours	Rs. 2,000 per hour or part thereof
3	> Six hours up to eight hours	Rs. 5,000 per hour or part thereof
4	> Eight hours up to twelve hours	Rs.10,000 per hour or part thereof
5	> Twelve hours up to twenty four Hours	Rs. 20,000 per hour or part thereof
6	> Twenty four hours	Rs. 30,000 per hour or part thereof subject to maximum penalty of Rs. 10 lakh

(3) Complaint Booking and Resolution

- a) **Complaint Booking:** Complaint(s) can be booked by LIC through LIC's Hardware Complaint Tracking Module. The downtime / breakdown period will be reckoned from the date and time of logging of the complaint by Corporation's authorized official/assigning of the trouble ticket.

- b) **Complaint Resolution:** Calls needs to be closed in module by L2 engineer posted at LIC Central Office, Mumbai after successful resolution of the issue. Engineer needs to enter details of resolution of issue and these details will be validated by LIC officials for deciding closure of call.
- c) The detailed procedure to be followed for complaint booking and resolution (work-flow) will be conveyed to the selected vendor by LIC after the selection process is over. The selected vendor will have the entire ownership for the tickets monitoring and closure within the stipulated SLAs. The complaint resolution time/penalties etc. for the breakdown will be as defined in the RFP.
- d) The SLA recovery, if any, will be made from any payment/s due to the vendor and from the PBG, if necessary.

(4) Other Penalties (Penalties regarding onsite L2 engineers)

Penalties as defined below shall be applicable for not meeting the SLAs regarding the onsite support:

Sl. No	Description of the item	Penalty applicable
1	If the candidate engineer called for interview is not found to be suitable, vendor will have to provide an alternate candidate within a period of 7 days. If not provided then penalty will be imposed till the candidate is provided. Additionally, if the second candidate is not found suitable, and fails then penalty will be imposed till the selection and deputation of the subsequent L2 engineer.	@ 2% per day of the engineer's monthly rate approved by LIC
2	The on-site engineer should be present in LIC's premises as per the RFP conditions. In case of a person going on leave, suitable replacement shall be provided for that period. If not provided then, penalty will be imposed	@ 2% per day of the engineer's monthly rate approved by LIC
3	If the on-site engineer leaves before expiry of one year, penalty will be imposed	@ 10% of the L2 engineer's annual quotes approved by LIC for every such incident.
4	In case the engineer is to be changed by the vendor, minimum of 45 days advance notice shall be given by the vendor to LIC. Additionally, an overlapping period of at least 15 days has to be there between the new and old engineer. If not done, penalty will be imposed	@ 2% per day of the engineer's monthly rate approved by LIC

(5) Penalty Cap

- a) The total penalty for Delivery and Installation shall not exceed 10% of the Total Purchase Order value.
- b) The overall accrued penalty (other than the above) shall not exceed 20% of the Total Contract Value during the warranty period. Similarly during the AMC period the overall accrued penalty shall not exceed 20% of the total AMC Value.
- c) Accrued penalties will be assessed on a half-yearly basis and LIC will recover the same from any payment due to the vendor, or asking the vendor to pay at the counter or by invoking the PBG.

- d) If the maximum cap is reached, LIC will review the situation and at its sole discretion, may consider cancelling the contract.

L. OTHER CONDITIONS:

1. Road Permit

Road permit etc. which may be required for supply of the equipment to the locations mentioned in the Purchase Order shall be obtained by the vendor, without any additional cost to LIC. The vendor shall make necessary arrangements for obtaining any declaration letter required from LIC and submitting the same and liaison with authorities as required. However, LIC will not sign on any form issued by the respective state authority in this regard.

2. Transportation and Insurance

The vendor shall be required to deliver the goods and services to the various locations of LIC across the country as specified in the Purchase Order. Transportation of goods shall be arranged and paid for by the vendor at no extra cost to LIC. The goods supplied shall be fully insured by the vendor at their cost against loss or damage incidental to manufacturer or acquisition, transportation, storage, delivery and operation. The insurance should indemnify LIC against all damages that would have occurred till 15 days beyond the date of delivery of Hardware to LIC Office.

Should any loss or damage occur, the vendor shall:

- i. Intimate and pursue claim with the insurance company till settlement and
- ii. Make arrangements for replacement of any damaged item(s), within 15 days, irrespective of the settlement of claim by the insurance company.

3. Force Majeure Clause

a) The vendor shall be liable for any delay in execution or failure of their respective obligations under this agreement except for delay caused by occurrence of events beyond control of the vendor (other than lack of funds for any reason or any strike, lockout or labour disputes in respect of the vendor only), including but not limited to natural calamities, fire, explosions, floods, power shortages, acts of God, hostility, acts of public enemy, wars, riots, strikes, sabotage, order/action or regulations of government, local or other public authorities.

b) In case a Force Majeure situation arises, the vendor shall immediately notify LIC in writing of such conditions and the cause thereof within two calendar days and prove that such is beyond the control and affect the execution of the Purchase Order.

An affected party will make all reasonable efforts to minimize the effects of such circumstances on the performance of the contract. If non-performance or diminished performance by the affected party due to the circumstances as per above continues for a period of more than 30 consecutive days, the other party may terminate the Contract immediately by giving the affected party written notice of 90 days.

c) Unless otherwise directed by LIC in writing, the vendor shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable means for performance not prevented by the Force Majeure event.

Notwithstanding the above, the decision of LIC shall be final and binding on the vendor.

4. Indemnity

a) Subject to Clause 4.II below, vendor will undertake to indemnify LIC from and against all Losses on account of bodily injury, death or damage to tangible personal property of any person, corporation or other entity (including LIC) attributable to the vendor's negligence or willful default in performance or non-performance under the contract. If LIC promptly notifies vendor in writing of a third party claim against LIC that any service provided by

the vendor infringes a copyright Patent or trade secret of any third party, the vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Vendor will not indemnify LIC, however, if the claim of infringement is caused by:

- 1) LIC's misuse or modification of the service;
- 2) LIC's failure to use corrections or enhancements made available by the vendor;
- 3) LIC's use of the service in combination with any product or information not owned or developed by the vendor;
- 4) LIC's distribution, marketing or use of the service for the benefit of third parties; or
- 5) Information, direction, specification or materials provided by LIC or any third party contracted to it.
- 6) If any service is or is likely to be held to be infringing, vendor will at its expense and option either:
 - i. Procure the right for LIC to continue using it;
 - ii. Replace it with a non-infringing equivalent; or
 - iii. Modify it to make it non-infringing.

The foregoing remedies constitute LIC's sole and exclusive remedies and vendor's entire liability with respect to infringement.

- b)** The indemnities set out in Clause 4.I above shall be subject to the following conditions:
- 1) LIC, as promptly as practicable, informs the vendor in writing, of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - 2) LIC will, at the cost of the vendor, give the vendor all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense;
 - 3) if the vendor does not assume full control over the defense of a claim as provided in this article, the vendor may participate in such defense at its sole cost and expense, and LIC will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of LIC will be included in losses to be indemnified by the vendor;
 - 4) LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the vendor;
 - 5) All settlements of claims subject to indemnification under this clause will:
 - i. be entered into only with the consent of LIC, which consent will not be unreasonably withheld and include an unconditional release to the indemnified party from the claimant or plaintiff or all liability in respect of such claim; and
 - ii. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - 6) LIC will account to the vendor for all awards, settlements, damages and costs (if any) finally awarded in favor of LIC which are to be paid to it in connection with any such claim or proceedings;
 - 7) LIC will take steps that the vendor may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
 - 8) in the event that the vendor is obligated to indemnify LIC pursuant to this clause, the vendor will, upon payment of such indemnity in full, be subrogated to all rights and defenses of LIC with respect to the claims to which such indemnification relates; and
 - 9) if a party makes a claim under the indemnity set out under this clause above in respect of any particular loss or losses, then that party shall not be entitled to make any further claim in respect of that Loss or losses (including any claim for damages).

5. Price Negotiation Committee (PNC) Meeting

The vendor selected as successful may be called for a meeting with the PNC constituted by LIC for price negotiation. Also, negotiation may be held with the vendor through the PNC for stray future requirements (which were not anticipated, and which are not listed in the current Tender specifications) that may be required to be procured through this tender. Prices once finalized will be termed as the "Approved Prices Rates".

6. Limitation of Liability

Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract tort or otherwise, for any indirect or consequential loss 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/vendor 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.

7. Consortium or sub-contractor

No consortium bidding is allowed. LIC will not consider joint or collaborative proposals that require a contract with more than one prime vendor. Bidder needs to fulfill all the eligibility criteria and technical evaluation criteria in its individual capacity unless mentioned otherwise.

8. Confidentiality and privacy:

I) Confidential Information not to be disclosed

Information relating to the examination, clarification, comparison and evaluation of the bids submitted shall not be disclosed to any of the responding firms or their representatives or to any other person not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its bid.

The Bidder including but not limited to its personnel, its agents and associates is bound by the conditions of the Non-Disclosure Agreement submitted by the bidder in response to the RFP as per **Annexure-IX**.

During the execution of the project, the successful bidder will have access to confidential information of LIC such as servers, applications, network design, and architecture etc. The bidder shall use the same degree of care to maintain the confidentiality of the information as if the information is their own and shall not disclose at any point of time to any other person/third party the information so received. The bidder will:

- a. Use the information only for serving LIC's interest and restrict disclosure of information solely to their employees on a need to know basis in order to accomplish the purpose stated in this RFP;
- b. Advise each such employee, before he or she receives access to information, of the obligation of the bidder under this agreement and require such employee to honor these obligations.

The Bidder will treat as confidential all data and information about LIC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of LIC.

Violation of NDA will lead to forfeiture of performance Bank guarantee and additionally will lead to legal action and blacklisting.

II) Exceptions to obligations

The obligations on the parties under this clause will not be taken to have been breached to the extent that confidential information:

- i. is disclosed by a party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under the contract;
- ii. is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;
- iii. is disclosed by LIC;
- iv. is disclosed by LIC, in response to a request by a house or a committee of the parliament/assembly;
- v. is shared by LIC within LIC's organization, or with another agency, where this serves legitimate interests;
- vi. is authorized or required by law, including under the contract, to be disclosed;
- vii. is in the public domain otherwise than due to a breach of this clause ;
- viii. Is lawfully known by the recipient at the time of disclosure without any obligation to keep the same confidential; or
- ix. Is independently developed by the recipient without use or reference to such confidential information.

III) Obligations on disclosure

Where a party discloses confidential information to another person:

- i. Pursuant to clauses i, ii or v of Clause II above, the disclosing party must notify the receiving person that the information is confidential information; and not provide the information unless the receiving person agrees to keep the information confidential;
- ii. Pursuant to clauses iii and iv of Clause II above, the disclosing party must notify the receiving party that the information is confidential information.

IV) Additional confidential information

- i. The parties may agree in writing after the date of the contract that certain additional information is to constitute confidential information for the purposes of the contract.
- ii. Where the parties agree in writing after the date of the contract that certain additional information is to constitute confidential information for the purposes of the contract, this documentation is incorporated into, and becomes part of the contract, on the date by which both parties have signed this documentation.

V) Period of confidentiality

The obligations under this clause continue, notwithstanding the expiry or termination of the contract:

- i. Any item of information, for the contract period and one year thereafter; and
- ii. In relation to any information which the parties agree in writing after the date of the contract is to constitute confidential information for the purposes of the contract, for the period agreed by the parties in writing in respect of that information.

9. Settlement of Disputes/Arbitration

The vendor and LIC shall endeavor their best to amicably settle all disputes arising out of or in connection with this RFP in the following manner:

If a dispute arises in relation to the conduct of the contract (dispute), a party must comply with this clause before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause.

A party claiming a dispute has arisen, must give the other parties to the dispute notice setting out details of the dispute. If the parties cannot resolve the dispute within 30 days after the notice is given then, the parties agree that any dispute or differences under or in connection with agreement or any breach thereof which cannot be settled by mutual negotiation between the parties shall be finally settled by arbitration conducted in accordance with Arbitration and Conciliation Act, 1996 or any modification, Rules, or enactments thereof.

- a. In the event of any dispute or disagreement over the interpretation of any of the terms herein above contained or claim of liability the same will be referred in writing to an arbitrator appointed mutually, whose decision shall be final and binding upon both the parties. Such reference shall be deemed to be a submission to arbitration under the Arbitrations and Conciliations Act 1996. The venue of arbitration shall be Mumbai. Subject here to the court in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts.
- b. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.
- c. The vendor 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.
- d. The work under contract shall continue during the Arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
- e. No interest will accrue on any amount during the Arbitration proceedings

The procedure of law of Arbitration shall be Indian Law.

If the arbitrator so appointed resigns his appointment or vacates his office or is unable or unwilling to act due to any reason whatsoever, the appointing authority shall appoint a new arbitrator in his place.

The Arbitral Tribunal shall determine all matters in disputes other than EXCEPTED MATTERS as below:-

- Scope of Work
- Technical and Function Specification
- Discrepancies (varying or conflicting provisions among documents, agreement)
- Suspension or discontinuation of work
- Acceptance of deliverables

In the above EXCEPTED MATTERS, the decision of the Senior Executive will be final, conclusive and binding on the parties hereto and shall be without appeal.

10. Patent Rights and other litigation costs

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the systems or any parts thereof with relation to the Hardware deliverables, in LIC's country, the Vendor will act expeditiously to extinguish such claim. If the Vendor fails to comply and LIC is required to pay compensation to a third party resulting from such infringement, the Vendor will be responsible for the compensation including all expenses (court costs and lawyer fees). LIC will give notice to the Vendor of such claim, if it is made, without delay as when received.

In no event shall LIC be liable for any indirect, incidental or consequential damage or liability, under or in connection with or arising out of this RFP, or out of any subsequent agreement relating to any hardware, software and service delivered. For this purpose it would be immaterial how such liability may arise, provided that the claims against customers, users and service providers of LIC are considered as a direct claim.

11. Governing law and jurisdiction

This RFP shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and hence, any legal dispute will come under the jurisdiction of Mumbai High Court only.

12. Ambiguities within the Document

In case of ambiguities or discrepancies within this RFP, the following principles shall apply:

- a) Apart from the clauses where specifically mentioned all other terms and conditions of the RFP are applicable.
- b) as between two Clauses of this RFP, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- c) as between the provisions of this RFP and its Annexures, the RFP shall prevail, save and except as expressly provided otherwise in the RFP or the Annexures; and
- d) As between any value written in numerals and that in words, the value in words shall prevail.

13. Notices and other communications

Any notice given by one party to the other pursuant to the contract shall be sent to other party in writing.

I) Service of notices

A Notice must be:

- a) In writing, in English and signed by a person duly authorized by the sender party; and
- b) Hand delivered or sent by prepaid post to the recipient's address for Notices, as varied by any Notice given by the recipient to the sender.

II) Effective on receipt

A Notice given in accordance with the contract takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:

- a) If hand delivered, on delivery;
- b) If sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside India).

14. Rights reserved by LIC

LIC reserves absolute and unconditional right to:

- a. Accept or reject any or all Bids without assigning any reasons. Bids may be accepted or rejected in total or in any part thereof.
- b. Seek clarifications and/or additional documents from bidders, issue clarifications to queries by bidders and/or modify the RFP in part or full, without assigning any reasons whatsoever prior to finalization of the RFP.
- c. If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC will reserve the right to debar the Bidder from participating in future RFP's floated during the empanelment period and / or servicing of hardware for a period to be decided by LIC and take any other action as may be deemed necessary including the invocation of BG in part or full.
- d. Verify the validity of bid information waives any of the requirements of the RFP, if any at the sole discretion of LIC and the best interests of LIC would be served. However, this will be done before opening of the commercial bid(s).
- e. Cancel the RFP process at any time prior to contract award, without thereby incurring any liability to the affected Bidder(s). Reasons for cancellation will be determined by LIC at its sole discretion. In such a case, the bid price will be refunded to the bidders without any deduction and without any interest.
- f. Recover any dues payable by the selected Vendor from any amount outstanding to the credit of the selected Vendor, including the pending bills and/or invoking PBG, if any, under this contract.
- g. Ascertain the effectiveness and efficiency of the resources deployed for this project through interview, performance review etc. and insist for proper substitute.
- h. To debar the bidder from bidding and take any other action as may be deemed necessary prospectively for a period to be decided by LIC if it is found at any future point of time that the bidder had made a statement which is factually incorrect,
- i. Procure any equipment's/components/services outside this tender.
- j. Decide all unforeseen issues on the merits of each case
- k. LIC may terminate the agreement if it determines at any time that Vendors or their representatives were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that agreement, without the concerned Vendors having taken timely and appropriate action satisfactory to the LIC to remedy the situation.

The decision of LIC in all matters will be final and binding on all bidders participating in this bid.

15. Right to Verification

LIC reserves the right to verify any or all the statements made by the Bidder in the tender document and to inspect the Bidder's facility related to scope of work, if necessary, to establish to its satisfaction the Bidder's capacity/ capabilities to perform the job.

16. Bid Rejection Criteria

Bids may be rejected under following circumstances:

- a. Bids received by LIC at its designated venue for bid submission after the last date and time of receipt of bids.
- b. Bids submitted anywhere other than the place for bid submission mentioned in the RFP.
- c. Bids not accompanied by the requisite EMD. In case of bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they need to claim for such waiver by providing copy of valid NSIC/MSME Certificate as part of eligibility criteria.
- d. Bids not conforming to the requirements, terms and conditions mentioned in this RFP document.
- e. If the bid is incomplete or is evasive or contains incorrect/ inaccurate/ misleading information to permit a thorough analysis in LIC's estimation.

- f. If the bid is not properly/ duly signed/initialed by the authorized person
- g. If there is any effort by a Bidder for revelations of prices in any form or by any reason before opening of commercial bids or canvassing/ lobbying or to influence LIC in its decisions on bid evaluation, bid comparison, short listing, or contract award decisions etc.
- h. Bids with material deviations or conditions unacceptable to LIC
- i. Bids from bidders not responding to queries or documents sought by LIC within stipulated time
- j. For other reasons mentioned in this RFP.

The decision of LIC in all matters will be final and binding on all bidders participating in this bid.

EXECUTIVE DIRECTOR (IT/BPR)

M. ANNEXURES :

1. Annexure-I Technical Annexure (**attached separately**)
2. Annexure-II Commercial Annexure (**attached separately**)
3. Annexure-III Certificate of Local Content
4. Annexure-IV Eligibility Criteria -Company Profile
5. Annexure-V ISO Certification
6. Annexure-VI LIC Bank Account details
7. Annexure-VII MAF format
8. Annexure- VIII Pre-Contract Integrity Pact
9. Annexure-IX Non-Disclosure Agreement
10. Annexure-X Undertaking for Warranty and AMC
11. Annexure-XI Online Tendering Guidelines
12. Annexure-XII Earnest Money Deposit (EMD)
13. Annexure-XIII Performance Bank Guarantee (PBG)
14. Annexure-XIV Self Declaration Certificate – Land Border Clause
15. Annexure-XV Business Rules for ORA

Annexure-III: Certificate of Local Content

<Certificate from the Statutory Auditor or Cost Auditor of the Company (in case of Companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than Companies) giving the percentage of local content, on their letter head with Registration Number with seal.>

Date:

To,

Dear Sir,

RFP Ref: LIC/CO/IT-BPR/HW/CO-CLOUD/23-24/01 Dated: 14/03/2024

This is to certify that proposed _____<product details> is having the local content of _____% as defined in the above mentioned RFP. Details of location at which local value addition will be made as follows: _____.

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 (P-45021/2/2017-PP (BE-II) dated 16.09.2020 including revision thereto.

We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

**Signature of Statutory Auditor/
Cost Auditor**

Registration Number:

Seal

Counter-signed:

Bidder

OEM

Annexure-IV

[RFP Ref: LIC/CO/IT-BPR/HW/CO-CLOUD/23-24/01 Dated: 14/03/2024]

(*To be submitted on Rs. 500/- stamp paper by the Bidder and the Authorized Signatory should initial each page.)

Eligibility Criteria -Company Profile

1	Name of the Company		
2	Whether OEM, System Integrator or Authorized Channel Partner of OEM		
3	Company Registered as [Public Limited/Private Limited]		
4	Date of Incorporation		
5	Address of Corporate/ Registered Office		
	Line 1		
	Line 2		
	Name Of City		
	State		
	Postal Code		
	Email id		
	Phone no./ FAX no.		
6	GST Registration No. and Date of registration		
7	Names of the States for which the bidder has GST Registration No. (including all Billing offices) (Attach registration Certificates)		
8	PAN No. (Attach certified copy of PAN)		
9	Turnover of the Company:		
	Financial Year : (in Crores)		
	2022-2023		
	2021-2022		
10	Profit of the Company after Tax (in Crores)		
	Financial Year :		
	2022-2023		
	2021-2022		
	2020-2021		

11	Net worth (in Crores)				
	Financial Year :				
	2022-2023				
	2021-2022				
2020-2021					
12				Details of Projects undertaken	
				Details of Projects/PO's executed for supply of HCI/Integrated Systems, in last three Financial years: (Multiple Purchase Orders from the same customer in the same year can be clubbed.)	
	Financial year	Names of the clients	Name and contact details of Sr. officer representing the client for the purpose of reference	Approximate Computer Hardware Order Value (in Rupees) Crores	Whether the Project has been successfully executed as on date of bid submission (Date of completion of the Project)
	2022-2023	1			
		2			
	2021-2022	1			
		2			
	2020-2021	1			
2					
13	Bidder's Address for communication :				
	Line 1				
	Line 2				
	Name Of City				
	State				
	Postal Code				
	Email id				
	Phone no./ FAX no.				
14	Bank Details				
	Name of Bank				
	Branch				
	MICR Code				
	Type of A/C				
	Account No.				
IFSC Code					
15	Bidder's Official Web Site (URL)				
16	ISO Certifications				
	ISO 9001:2008 certificate enclosed (Yes/No)				

	ISO 14001 certificate enclosed (Yes/No)		
	ISO 20000-1:2018 certificate enclosed (Yes/No)		
17	Any other relevant information not covered in the above points :		
18		We hereby confirm that we, M/s _____ have not been banned by LIC, as on date of submission of the bid.	
19	Bidders presence with own offices or Service Centers in Mumbai, Bengaluru and any other metro cities. (Address details to be provided separately)		Cities: 1. 2. 3.
		Enclosures: a), GST Registration, Certificate of Incorporation, Profit & Loss Statement, Audited Balance sheet, and latest IT Returns and Sales Tax duly signed/ attested by the authorities mentioned in the Tender. b). Attested Copies of the Purchase Orders or Certificate from customers c). Power of Attorney or the copy of the Board Resolution appointing the Authorized Signatory d). Cancelled cheque of the Bank Account.	

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company

Annexure-V:

[RFP Ref: LIC/CO/IT-BPR/HW/CO-CLOUD/23-24/01 Dated: 14/03/2024]

Undertaking by the Bidder for ISO certifications

We hereby give an undertaking that we shall supply to LIC of India, only those Hardware Systems and/or Peripherals which are manufactured in a factory having **ISO 9001:2008 & ISO 14001** certifications.

We also give an undertaking that we have the **ISO 20000-1:2018** certification for Service Management.

We further give an undertaking that we will ensure that the ISO Certification continues to be valid during the entire period of the contract.

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company

Annexure-VI : LIC Bank Account Details

Bank Name	Kotak Mahindra Bank
Bank Address	5 C/II, Ground Floor, Mittal Court, 224, Nariman Point, Mumbai – 400021
Title of Bank Account	Life Insurance Corporation of India
Type of Bank Account	Current
Bank Account Number	7311115782
IFSC	KKBK0000958
MICR Code	400485002
SWIFT Code	KKBKINBBCPC

Annexure-VII:

(Manufacturer's Authorization Form)

[RFP Ref: LIC/CO/IT-BPR/HW/CO-CLOUD/23-24/01 Dated: 14/03/2024]

(*To be submitted on Company (OEM)'s letterhead)

To,
The Executive Director (IT/BPR),
Central Office, Life Insurance Corporation of India,
"Yogakshema", Jeevan Bima Marg,
Nariman Point, Mumbai – 400021

Dear Sir/Madam,

RE : Manufacturer's Authorization Form (MAF)

We, M/s _____ who are established and reputed manufacturers of _____ having factories/Depot at _____ and _____ do hereby authorize M/s _____ (Name and address of bidder) to offer their quotation, negotiate and conclude the contract with you against the above invitation for the Bid.

We hereby extend our commitment/ standard guarantee and comprehensive warranty as per terms and conditions of the above referred RFP and the contract for our equipment quoted/ services offered against this RFP with _____.

We also extend our back to back service support and assurance of availability of our equipment their components and consumables as per terms and conditions of the RFP, to M/s _____ for a period up to 31/12/2031 (*seven years from tentative project live date*)

Dated at _____ this _____ day of _____ 2024

Signature of the Company Secretary/Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company:

Annexure-VIII:

(PRE CONTRACT INTEGRITY PACT):

(*To be submitted on Rs. 500/- stamp paper by the Bidder and the Authorized Signatory should initial each page)

[RFP Ref: LIC/CO/IT-BPR/HW/CO-CLOUD/23-24/01 Dated: 14/03/2024]

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2024. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (31 of 1956) and having its Central office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented by Shri..... (Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure (*Name of the Stores/ Equipment/Item/Service*) and the BIDDER/Seller/Service Provider is willing to offer/has offered the stores/services and

WHEREAS the BIDDER/Seller/Service Provider is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under the LIC Act 1956. NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/ equipment/ item/service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS/Sellers/Service Providers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

1. Commitments of the BUYER

- 1.1** The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 1.2** The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the “**Chief Vigilance Officer**” of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

3.3 Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.

3.4 BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.

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.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.

3.7 The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 3.9** The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10**The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11**The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12**If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed. The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.
- 3.13**The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.
- 3.14**The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

- 4.1** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.
- 4.2** The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

- 5.1** Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Fall Clause:

The Bidder undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems having same scope of work, payment terms and all other applicable terms and conditions, at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage of Bidding process that similar product/systems or sub systems/items was supplied by the Bidder to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

6. Independent Monitors:

6.1 The BUYER has appointed (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

Name, address, email of the Monitor(s):

- * Shri Rajni Kant Mishra , IPS(Retd.) ,
Ex Director General in BSF ,
B-1801 , Amrapali Sapphire, Sector-45 , NOIDA ,UP, PIN-201303
Email Address: rkm592002@yahoo.co.in ; rkmishra84@gmail.com
Contact: 97173-28500
- * Shri Arun Chandra Verma , IPS(Retd.),
Flat No. C – 1204, Amrapali Platinum Complex, Sector - 119, NOIDA, Uttar Pradesh
Email address: acverma1@gmail.com
Mobile No. – (+91) 8130386387

6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.

- 6.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5** As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the **Executive Director (E&OS), LIC**.
- 6.6** The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, LIC and recues himself / herself from that case.
- 6.7** The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8** The Monitor will submit a written report to the **Chairperson, LIC** within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- 6.9** If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LICI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

7. Facilitation of Investigation:

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

8. Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Changes and supplements as well as termination notices need to be made in writing.

10. Validity:

10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 12 months after the last payment under the contract. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign this Integrity Pact at.....on.....

BUYER		BIDDER	Name of the Officer:
CEO:	Designation		
Deptt./			
Witness			
1.....		1.....	
2.....		2.....	

(Note: Bidder/Seller/Service Provider
Stores/equipment/item/service
Bidding process/ bid evaluation/process of availing services

Appropriate word may be used where ever applicable without altering the purpose /desired intention of the clause.)

Annexure-IX

[Non-Disclosure Agreement]

[Ref: LIC/CO/IT-BPR/HW/CO-CLOUD/23-24/01 Dated: 14/03/2024]

(No deviations in wordings permitted)

(To be executed over Rs.500 Stamp/Franked paper & notarized)

This Non-disclosure Agreement (“NDA”) is made and entered into this ___ day of _____ in the year _____.

BY AND BETWEEN Life Insurance Corporation of India, with registered office at Central Office, Yogakshema’, J B Marg, Mumbai 400 021, hereinafter referred to as “LIC” AND <Company Name> a company incorporated under the laws of Indian Companies Act, 1956 and having its principal place of business at

< Company Name & Address> shall be referred to herein as a “Respondent”.

LIC and the Respondent shall individually be referred to as “Party” and collectively referred to as “Parties”.

WHEREAS, the Respondent is aware that while responding to LIC’s Request For Proposal, **Ref: LIC/CO/IT-BPR/HW/CO-CLOUD/23-24/01 Dated: 14/03/2024**, the Respondent may be gathering information on LIC’s Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., (“Proprietary Information”) indicated as confidential by LIC and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of LIC.

WHEREAS, Respondent agrees to receive the Proprietary Information or other information from LIC and treat all such information as confidential information and to safeguard LIC’s confidential information, property, information systems, network, databases and other data.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Respondent agrees that:

Respondent agrees to hold all Confidential Information received from LIC in confidence. Respondent will use such Confidential Information only for the purpose of developing the Response to the said RFP; restrict disclosure of such Confidential Information to its employees and employees of its affiliated or partner companies with a need to know and inform such employees of the obligations assumed herein. Respondent will not disclose such Confidential Information to any third party without the prior written approval of LIC.

The Confidential Information means information which may be in any form including but not limited to oral, written or printed information or Information in electronic form, data, studies, consultants reports, trade secrets, proformas and other financial and trade/commercial information, computer models and programs, contracts, plant designs and configurations, plant performance data or other material of any kind or nature in whatever form. Wherever, information is given orally, within 48 hours, the receiving party should receive the information in writing along with the confidentiality statement from the other party. It may be noted that all the information shared as a part of said RFP in the form of project documents, discussions on system architecture, data shared for the sole

purpose of evaluating and finalizing the system configuration onsite shall be the sole property of LIC and shall be treated with the same degree of confidentiality as that of the respondent. Respondent will ensure that no breach of confidentiality occurs at its own premises as well as during and after the onsite engagement as a part of this project engagement.

Without the prior written consent of LIC or except as otherwise provided herein, the Respondent will not:

- Distribute or disclose to any other person any of the Confidential Information;
- Permit any other person to have access to the Confidential Information;
- Use the Confidential Information for any purpose other than the Permitted Use; or disclose to any other person that discussions, investigations or negotiations are taking place concerning a possible transaction between the Parties, or the terms, conditions, status or other facts regarding a possible transaction between the Parties, or that Respondent has received Confidential Information from LIC. Notwithstanding the above, Respondent may disclose the Confidential Information, and portions thereof to its directors, officers, employees and representatives of its advisors (collectively, "Representatives") who need to know such Confidential Information for the purpose of evaluating a possible transaction between the Parties. It is understood that the Respondent will inform their respective Representatives of the confidential nature of the Confidential Information and will require its Representatives to be bound by this Agreement and not to disclose the Confidential Information to any other person.

Without the written consent of LIC the Respondent or any of his consortium partners should not make public announcements/comments on any website/or issues any media statements about the LIC, RFP or RFP process.

The Respondent agrees to be responsible for any breach of this Agreement by its Representatives. Respondent agrees to protect the Confidential Information received from LIC with the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Respondent agrees to promptly inform LIC of any unauthorized disclosure of LIC's Confidential Information.

The Respondent shall ensure that in no case its employees or representative uses any USB or connectivity device in the hardware systems of LIC without permission from LIC.

The Respondent shall ensure that their employees will not disclose any information of LIC even after they cease to be the employees of the Respondent. The Respondent shall ensure this by its own internal agreements.

Confidential Information does not include information that Respondent can reasonably prove, falls within any of the following:

- Information that either is legally in either party's possession or publicly available to either party prior to the disclosure of such information hereunder;
- Information that, subsequent to its disclosure hereunder, becomes publicly available to either party without any violation of this Agreement by either party;
- Information that becomes legally available to either party on a non-confidential basis from any third party, the disclosure of which to either party does not, to either party's knowledge, violate any contractual or legal obligation such third party has to either party with respect to such information ;
- Information that is independently acquired or developed by either party which can be evidenced by written records; or information that is explicitly approved for release by written authorization of LIC.

In the event that Respondent is required by law in any judicial or governmental proceeding to disclose any Confidential Information, the Respondent will give LIC prompt written notice of such request so that LIC may seek a protective order or appropriate remedy. If, in the absence of a protective order, Respondent determines, upon the advice of counsel, that it is required to disclose such Confidential Information, it may disclose such Confidential Information only to the extent compelled to do so; provided, however, that the Respondent gives LIC written notice of the portion of Confidential Information to be disclosed as far in advance of the disclosure as is practicable and uses its best efforts, at its own expense, to obtain assurances that confidential treatment will be accorded to such Confidential Information.

No license expressed or implied in the Confidential Information is granted to Respondent other than to use the information in the manner as is permitted in RFP or by LIC.

Respondent agree that Confidential Information is and shall at all times remain the property of LIC. Respondent acknowledge that the Confidential Information is confidential and material to the interests, business and affairs of LIC and that the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business and affairs of LIC. No use of such Confidential Information is permitted except as otherwise provided herein and no grant under any of the party's intellectual property rights is hereby given or intended, including any license (implied or otherwise). All information shall remain the property of LIC and shall be returned upon written request or upon the Respondent's determination that it no longer has a need for such information. Use of such property or licenses without the permission of LIC is strictly prohibited and the respondent will ensure that any of its employee or representative does not violate this condition, and even in the case when they cease to have any relationship with respondent.

No license to the Respondent, under any trade secret or any other intellectual property right, is either granted or implied by the disclosure of information to the Respondent. None of the information which may be disclosed or exchanged by LIC shall constitute any representation, warranty, assurance, guarantee, or inducement by Respondent to LIC of any kind, and in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask work rights, or any other intellectual property rights, or other rights of third persons or of LIC.

There are no warranties expressed or implied by this Agreement. Without limiting the foregoing, neither LIC makes any representations nor extend any warranties, express or implied, as to the adequacy or accuracy of Confidential Proprietary Information or any other information or data related thereto, or with respect to the use thereof by Respondent.

Neither this NDA nor the disclosure or receipt of information from LIC to the Respondent, shall constitute or imply any promise or intention to pursue any business opportunity described in the Confidential Information or make any purchase of products or services by LIC or its affiliated companies or any commitment by LIC or its affiliated companies with respect to the present or future transaction between the parties.

Respondent shall not modify or erase the logos, trademarks etc., of LIC or any third party present on the Confidential Information. The Respondent shall not use or display the logos, trademarks etc., of LIC in any advertisement, press etc., without the prior written consent of LIC.

Upon the request of LIC, the Respondent, will within 7 days of receipt of such request, return or destroy all Confidential Information and any notes, correspondence, analyses, documents or other records containing Confidential Information, including all copies thereof, then in the possession of Respondent or its Representatives and shall certify the fact of having destroyed the Confidential

Information in writing to LIC. Such return, however, does not abrogate the continuing obligations of Respondent under this Agreement.

Respondent agree and acknowledge that monetary damages would not be a sufficient remedy for a breach of this Agreement and that LIC shall be entitled to specific performance or any other injunctive relief as a remedy in equity for any such breach of this Agreement. Any remedy shall not be deemed to be exclusive or all-inclusive and shall be in addition to any and all other remedies which may be available to LIC in law or equity.

Confidential Information provided to the Respondent does not and is not intended to represent an inducement by LIC or a commitment by LIC to enter into any business relationship with the Respondent or with any other entity. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement to govern such business relationship.

The Respondent agree that during the existence of the term of this NDA and for a period of one year thereafter, the respondent shall not solicit directly or indirectly the employees of LIC.

Respondent agree that all of its obligations undertaken herein as the Respondent shall survive and continue for the period of the existence of this NDA and a period of three years thereafter regardless of any prior termination of this NDA.

This NDA constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto. No amendment or modification of this NDA shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorized officers or representatives.

The Respondent understand and agree that no failure or delay by LIC in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

The Respondent herein agree and undertake to indemnify and hold LIC harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys' fees), that may arise or be caused or result from or be paid/incurred/suffered or caused to be paid/incurred/suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honour, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement
This Agreement shall be governed and construed in accordance with the laws of India

In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

Respondent agree not to assign this Agreement or any interest herein without express prior written consent of LIC.

Nothing in this agreement and no action taken by the Respondent pursuant to this agreement shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity or arrangement. This Agreement is entered into by the Parties on a Principal-to-Principal basis and no other meaning can be assigned in interpreting any of the terms contained herein.

Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian

Arbitration & Conciliation Act, 1996. The arbitration tribunal shall be composed of a sole arbitrator, and the Parties shall appoint such arbitrator with mutual consent. The place of arbitration shall be Mumbai, India and the arbitration proceedings shall take place in the English language.

IN WITNESS WHEREOF, the Respondent has caused this Agreement to be executed as of the date set forth above.

For and on behalf of <Respondent Company><Address of Respondent>
Authorized Signatory

Name:
Designation:
Office Seal:

Annexure-X
[Undertaking for Warranty and AMC]
[RFP Ref: LIC/CO/IT-BPR/HW/CO-CLOUD/23-24/01 Dated: 14/03/2024]

(To be submitted on a stamp paper of Rs. 500/- by the Bidder)

To,
The Executive Director (IT/BPR),
Central Office, Life Insurance Corporation of India,
“Yogakshema”, Jeevan Bima Marg,
Nariman Point, Mumbai – 400021

Dear Sir/Madam,

We hereby accept all the Term & Conditions of the RFP and extend complete warranty support for all the components of the project (hardware as well as software) for a period of **Five years** from the date of **installation of DC Setup** and **Two years AMC thereafter** as per the terms and conditions stated in the RFP document referred above.

We further hereby undertake that the original equipment’s spare parts and components required for maintaining the hardware supplied will be available for a period of **Seven years** as per terms and conditions of the RFP.

Dated at _____ this _____ day of _____ 2024

Signature of the authorized official

Name:

Designation:

Name & Address of the company:

Seal of the Company

Annexure-XI : Online Tendering Guidelines

Information and Instruction to the Bidders for using ONLINE ELECTRONIC TENDERING SYSTEM (e-TS) Special Conditions & instructions for using online Electronic Tendering System (eTS) through portal (website) <http://www.tenderwizard.com/LIC> adopted by Life Insurance Corporation of India (LIC), Central Office, Mumbai as given in the subsequent pages will over-rule the conditions stated in the Bid documents, wherever relevant and applicable.

- **Registration of the Contractors/Bidders:** All the Contractors intending to participate in the Bids floated online using Electronic Tendering System (eTS) are required to get registered on the e- Tender Portal (website) <http://www.tenderwizard.com/LIC>

After successful Registration on the above mentioned portal, the bidder will get a User ID and Password to access the website.

- **Viewing of Online Tenders:** The contractors/bidders can view tenders floated on online Electronic Tendering System (eTS) hereinafter referred as “e-Tendering System” through portal (website) at <http://www.tenderwizard.com/LIC>. They can view the details like Tender Notice, Terms and Conditions, drawing (if any) and any other information. To download through, they need to login on to the above portal and can download the tender documents of an e-Tender.
- **Key Dates:** The contractors/bidders can view the Online Scheduled dates of e-tendering System (time schedule) hereinafter referred as “Key Dates” for all the tenders floated using the online electronic tendering system on above mentioned portal (website) <http://www.tenderwizard.com/LIC>

The bidders are strictly advised to follow dates and time as mentioned in Key Dates of a particular Bid/tender. The date and time will be binding on all the bidders. The bidders are required to complete the stage within the stipulated time as per the schedule (**Key Dates**) to continue their participation in the Bid/tender. All online activities are time tracked and the system enforces **time locks** that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined.

The bidder should ensure that the status of a particular stage should be shown as “**Completed**” before the expiry date and time of that particular stage and they should possess a copy of receipt of completion of each stage to be performed from their end which should match with the status with their offer on online portal. It will be the sole responsibility of the bidder if the status of a particular stage is “Pending” till the expiry date and time of that stage and he is not able to proceed further in the e-Tendering process. The Key dates are subject to change in case of any corrigendum / amendment in schedule due to any reason stated by the Department.

Obtaining a Digital Certificate and its Usage:

- On e-Tendering System, the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e. **Public Key and**

Private Key. The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) are issued by an approved Certifying Authority, by the Controller of Certifying Authorities (CCA India), Government of India.

- The contractors may obtain Class III digital certificate from any Certifying Authority or Sub- certifying Authority authorized by the Controller of Certifying Authorities on the portal <http://cca.gov.in>. or may obtain information and application format and documents required for issue of digital certificate from our Service Provider for Electronic Tendering System (ETS):

E-Tender helpdesk	
Address	Antares Systems Limited, "Honganasu", #137/3, Bangalore Mysore Road, Opp. KMS Coach Builders, Kengeri, Bangalore – 560 060
email	lokesh.hr@antaressystems.com

Help Desk Contact Details: E-mail& Mobile Numbers:

senthil@antaressystems.com - +91 9731467274

sushant.sp@antaressystems.com - +91 9731468511

lokesh.hr@antaressystems.com - +91 9686115304

- The Bid (Online Offer) for a particular e - Tender may be submitted only using the Digital Signature Certificate (DSC), which is used to Encrypt (codified) the data and sign the **Hash (Impression of your data)** during the stage of Bid Preparation and **Hash submission**. In case, during the process of a particular e-Tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.
- In case of online Electronic Tendering, if the Digital Certificate issued to the authorized user of a firm is used for signing and submitting an online bid, it will be considered equivalent to a no-objection certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the Digital Certificate as per Indian Information Technology Act 2000 and its amendments. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of agency for LIC of India, Central Office, Mumbai as per Information Technology Act 2000 and its amendments. The Digital Signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority; in case of change of authorized user and that a fresh digital certificate is procured and issued an "Authorization Certificate for the new user. The procedure for application of a Digital Certificate will remain the same for the new user.

- The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- Bidders participating in e-tendering shall check his/ her validity of Digital Signature Certificate before bidding in the specific work floated online at the e-Tendering Portal (website) through <http://www.tenderwizard.com/LIC>.

Submission of Bid Processing fees: (When Applicable)

- **Bid Processing Fee as mentioned must be deposited through online NEFT/RTGS to Account of “Life Insurance Corporation of India”. The bank details are given in Annexure-VI. The details of the transaction viz. scanned copy of the receipt of making transaction-UTR No and date of Transaction is required to be uploaded on e-procurement website at the time of “final online bid submission”.**
- **The scanned copy of the receipt of making transaction-UTR No and date of Transaction is required to be uploaded mandatorily during “Bid Hash Submission” stage (as per the due date mentioned in Key Dates of e-Tender on or before the due date mentioned in Key Dates of respective e-Tender, otherwise your Tender will not be scrutinized.**
- **If the tenders are cancelled or recalled on any grounds, the bid processing fees will not be refunded to the agency.**

Submission of Earnest Money Deposit: (When applicable)

- **Contractors have to deposit EMD of required amount in the form of BANK GUARANTEE of any of the Nationalized / Scheduled Banks drawn in the favor of the “Life Insurance Corporation of India” payable at “Mumbai” only, and not in the favor of any other Authority or Location.**
- **A scanned copy of Bank Guarantee against EMD should be uploaded mandatorily along with Bid submission stage (as per the Key Dates mentioned in e-Tender and Tender document) and original Bank Guarantee(B.G) should be submitted to the Executive Director, IT/BPR Department, Central office, Jeevan Seva Annexe 2nd Floor, SV Road, Santacruz West, Mumbai - 400054 in the sealed envelope within the time & date as mentioned in Key Dates of e-Tender, otherwise your BID will not be evaluated/ scrutinized.**

Tender Download:

- The Eligible Bidders can download the Tender Document online from above e - Tendering Portal <http://www.tenderwizard.com/LIC> before the Tender closing date & time mentioned in the e-Tender floated.

Submission of online bids:

(These may be clarified from M/s Antares (Tenderwizard) as required)

- The bidders are required to prepare their bids on online e-Tendering Portal as mentioned above. During bid preparation, the bidders have to send their Public Key of DSC hence they are advised to procure DSCs at earliest to participate in the e-Tender. They are required to upload the scan copies of Demand Draft for Tender Document Fees and Earnest Money Deposit. Also, bidders are required to scan and upload any other documents related to their credentials and submit wherever

asked online. The bidders have to prepare their commercial bid online during in this stage only and seal (Encrypt) and digital sign the online bid with their Digital Signature Certificates. The Bidders should take note of any corrigendum being issued on the web portal on a regular basis. They should view and note down or take a printout the Bid Hash submitted and ensure that it matches during “Re-Encryption of Bids” stage. The bidders will not be able to change their technical details and offer (rates) after expiry of due date and time on online portal.

- **Generation of Super Hash:** After the time of submission of Bid Seal (Hash) by the Contractors/Bidders has lapsed, the bid round will be closed and a "Digitally signed tender Super-Hash" will be generated by concerned LIC Department official. This is equivalent to sealing the tender box.
- **Re-Encryption of Bids:** Once the Generation of Super Hash stage is completed the Contractors/bidders have to decrypt their bids as they are in encrypted mode by their DSC and re-encrypt with Department user’s Public Key which will be included in the e-Tender. During this process they need use their DSC for decryption of Bids and signing of Bid Hash once again for security. The electronic bids of only those Contractors/bidders who have submitted their bid seals (hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A Contractor who does not submit his bid seal (hash) within the stipulated time will not be allowed to submit his bid (Re-Encryption). This stage could be considered as transfer of control to LIC Department user.
- Pre-bid discussion with all applicants as per key dates to clarify doubts of potential bidders in respect of this RFP. Any prospective bidder may, in writing seek clarification in respect of the bidding documents, However, last date of submitting clarification request shall be 2 (two) days before the schedule Pre-bid meeting.

Opening of Tender (Electronic offers):

- a. Eligibility and Technical Bid shall be opened on the mentioned dates.
- b. The date of opening of the Indicative Commercial Bid shall be intimated to the Eligible Bidders.

Annexure-XII:
[Earnest Money Deposit - Bank Guarantee (BG)]
[RFP Ref: LIC/CO/IT-BPR/HW/CO-CLOUD/23-24/01 Dated: 14/03/2024]

This Deed of Guarantee executed by the _____ (Bank name) (hereinafter referred to as "the Bank") in favour of Life Insurance Corporation of India, having its Central office at "Yogakshema", Jeevan Bima Marg, Mumbai – 400021 (hereinafter referred to as "LIC") for an amount not exceeding Rs. _____ (Rupees _____ only) at the request of (Supplier's Name & Address) _____ (hereinafter referred to as the "Supplier").

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Supplier, upto a total amount of Rs. _____ (Rupees _____ only) and we undertake to pay you, upon your first written demand, without cavil or argument, any sum or sums as specified by you within the limit of Rs. _____ (Rupees _____ only).

Whereas _____ having its registered office at _____ is participating in the RFP Ref: _____ for _and is submitting this guarantee as required under the Terms and Conditions of the said RFP.

LIC need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.

This Bank Guarantee will be valid for a period up to _____ (for a period of **13** months from the date of bid submission)

The Bank hereby covenants and declares that the guarantee hereby given is an irrevocable one and shall not be revoked by a Notice or otherwise.

This Guarantee shall not be affected by any change in the Constitution of the Bank or the Supplier. We hereby confirm that we have the powers to issue this guarantee in your favour under the Constitution and business procedure of the bank and the undersigned is/are the recipient of authority by express delegation of powers and has/have full powers to execute this performance bank guarantee.

Dated at _____ this _____ day of _____ 2024

Sealed & Signed by the Bank

Annexure-XIII:

Performance Bank Guarantee (PBG)

[RFP Ref: LIC/CO/IT-BPR/HW/CO-CLOUD/23-24/01 Dated: 14/03/2024]

This Deed of Guarantee executed by the _____ (Bank name) (hereinafter referred to as "the Bank") in favour of Life Insurance Corporation of India, having its Central office at "Yogakshema", Jeevan Bima Marg, Mumbai – 400021 (hereinafter referred to as "LIC") for an amount not exceeding Rs. _____ (Rupees _____ only) at the request of (Supplier's Name & Address) _____ (hereinafter referred to as the "Supplier").

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Supplier, up to a total amount of Rs. _____ (Rupees _____ only) and we undertake to pay you, upon your first written demand, without cavil or argument, any sum or sums as specified by you within the limit of Rs. _____ (Rupees _____ only).

Whereas _____ having its registered office at _____ is participating in the RFP Ref: _____ and is submitting this guarantee as required under the Terms and Conditions of the said RFP.

LIC need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.

This Bank Guarantee will be valid for a period up to _____ (for a period of **68** months from the date of issue of PBG)

The Bank hereby covenants and declares that the guarantee hereby given is an irrevocable one and shall not be revoked by a Notice or otherwise.

This Guarantee shall not be affected by any change in the Constitution of the Bank or the Supplier. We hereby confirm that we have the powers to issue this guarantee in your favour under the Constitution and business procedure of the bank and the undersigned is/are the recipient of authority by express delegation of powers and has/have full powers to execute this performance bank guarantee.

Dated at _____ this _____ day of _____ 2024

Sealed & Signed by the Bank

Annexure-XIV:

SELF DECLARATION CERTIFICATE
(To be given in bidder's letter head)

[RFP Ref: LIC/CO/IT-BPR/HW/CO-CLOUD/23-24/01 Dated: 14/03/2024]

"I have read Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

Dated at _____ this _____ day of _____ 2024

Signature of the authorized official

Name:

Designation:

Name & Address of the company:

Seal of the Company

Annexure-XV:

Business Rules, terms & conditions of Online Reverse Auction

A. Introduction:

Consequent to the release of RFP for Supply, Installation, Commissioning and Maintenance of Hardware for CO Private Cloud [Ref: LIC/CO/IT-BPR/HW/CO-CLOUD/23-24/01 Dated: 14/03/2024] and the evaluation of the Eligibility and Technical Criteria of the bidders and opening of Commercial Bids of eligible bidders, Online Reverse Auction will be carried out among the Bidders who are found eligible for ORA, by providing opportunity to the Bidders to quote the price dynamically for the said RFP.

Online Reverse Auction Price Basis:

Pricing basis shall be as per RFP Ref: LIC/CO/IT-BPR/HW/CO-CLOUD/23-24/01 Dated: 14/03/2024]. The objective of the ORA is to derive the lowest price, i.e. the Total Cost of Ownership (TCO) for Request for Proposal for Supply, Installation, Commissioning and Maintenance of Hardware for CO Private Cloud.

B. Definitions:

- 1) "LIC" means Life Insurance Corporation of India.
- 2) "Service Provider" means the third party, Antares Systems Limited. which has been selected by the Life Insurance Corporation of India for conducting the Online Reverse Auction.
- 3) "Bidder" means the eligible bidder participating in the Online Reverse Auction.
- 4) "L1" means the Bidder who has quoted prices with lowest TCO in the Online Reverse Auction process.
- 5) "L2" means the Bidder who has quoted prices with second lowest TCO in the Online Reverse Auction process.
- 6) "L3" means the Bidder who has quoted prices with third lowest TCO in the Online Reverse Auction process.
- 7) "Current Lowest Bid" means the bid of L1 bidder at a particular time.

C. Eligibility of Bidders to participate in Online Reverse Auction:

- 1) Bidders, who have qualified as per the Terms and Conditions of the RFP and accept the Business Rules, Terms and Conditions of the Online Reverse Auction and submit an undertaking, can only participate in Online Reverse Auction. Bidders not submitting the undertaking or submitting with deviations/ amendments thereto will be disqualified from further evaluation/ participation in the process of this procurement.
- 2) Bidders should ensure that they have valid class 2 or class 3 Digital Certificate well in advance, to participate in the Online Reverse Auction. LIC and/ or Service Provider will not be responsible in case any bidder could not participate in the Online Reverse Auction due to non-availability of valid digital certificate.

D. Bidding Currency:

Bidding will be conducted in Indian Rupees (INR). All bidders are required to quote the Total price only.

E. Base Price and Decrement Bid Value:

1. Opening Base Price for Online Reverse Auction will be available to the bidders on their

bidding screen at the start of the Reverse Auction.

2. The bidders must start with an amount equal to or lower than the Opening Base Price. Any subsequent bid modification should be allowed only when the quoted price is lower than the earlier one quoted by the respective bidder.
3. The minimum bid decrement shall be available to the Bidders at the start of the auction. The bidder can bid lower than the last bid amount a decrement, which shall either be the minimum allowed bid decrement/ multiple of the minimum bid decrement resulting in a bid which is lower than the current lowest bid.

F. Conduct of Online Reverse Auction event:

1. Online Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by LIC.
2. Service Provider will make all necessary arrangement for fair and transparent conduct of Online Reverse Auction like hosting the web portal, imparting training to eligible Bidders, etc., and finally conduct of Online Reverse Auction.
3. Bidders will be participating in Online Reverse Auction event from their own office/ place of their choice. Internet connectivity and other paraphernalia shall have to be ensured by the bidders themselves.
4. Bidders are advised to make all the necessary arrangements/ alternatives such as back-up power supply, etc. so that they are able to circumvent any untoward situation and still be able to participate in the Online Reverse Auction successfully. However, the bidders are requested to not wait till the last moment to quote their bids to avoid problems. Failure of internet connection, power at the premises of bidders during the Online Reverse Auction cannot be the cause for not participating in the Online Reverse Auction. On account of this, the time for the auction shall not be extended and LIC is not responsible for such eventualities.
5. LIC and/ or Service Provider will not have any liability to the bidders for any interruption or delay in access to the site of Online Reverse Auction, irrespective of the cause.
6. For making the process of Online Reverse Auction and its result legally binding on the participating Bidders, the Service Provider will enter into an agreement with each eligible Bidder, before the start of the Online Reverse Auction event. Without this, Bidder will not be eligible to participate in the event..
7. Bidders' name will be masked in the Online Reverse Auction screen and will be given random dummynames by the Service Provider.
8. Bidder/ his authorized representative will be given a unique login id and password by the Service Provider. Bidder/ his authorized representative will change the password after the receipt of initial password from the Service Provider to ensure confidentiality. All bids made from the login id given to a bidder will be deemed to have been made by the concerned bidder/ his company. Only one login id will be provided to each bidder.
9. Online Reverse Auction will be conducted as per English Reverse Auction with no tie, where more than one bidder cannot have identical bid price.
10. Once a bid is made by a bidder through his registered login id, the same cannot be cancelled. The Bidder is bound to supply the requisite product/ service under the RFP at the bid price quoted by the bidder in the Online Reverse Auction.
11. If a Bidder places a bid price in last 5 minutes before closing of the Online Reverse

Auction, the auction period shall get extended automatically for another 5 minutes. In case a bidder places another quote within the next 5 minutes, the auction period shall extend for another 5 minutes. These further extensions of 5 minutes each shall continue till such scenario when there is no bid during the 5 minutes extension. In case there is no bid in the last 5 minutes of closing of Online Reverse Auction, the auction shall get closed automatically without any extension.

12. The time period of Online Reverse Auction and extension time are subject to change and will be advised to eligible bidders before the start of the Online Reverse Auction event.
13. Bidder will be able to view the following on their screen along with the necessary fields in Online Reverse Auction:
 - Opening Price
 - Current lowest bid in the auction
 - Last bid price placed by the respective bidder.

Sample screen is shown below (**Figures mentioned below are for illustration only and may be used during the bidder training process**)

Item	Bid Category	Opening Price	Bidder Price (INR)	Minimum Decrement Value (INR)
A	Opening Base Price	5,00,000	-	1000 <i>(Non-Editable values)</i>
B	Current Lowest Bid	4,80,000		1000 <i>(Non-Editable values)</i>
	Bidder's Quotes			
C	Quote for RFP for Supply, Installation, Commissioning and Maintenance of Hardware for CO Private Cloud.		4,60,000	1000 <i>(Non-Editable values)</i>
D	Footnote: ORA will be conducted for Total Cost of Operations (TCO) All Prices are excluding GST. Only lowest Quote among all bidders shall be shown during the bidding. Bidding in the last minutes and seconds should be avoided in the bidder's own interest. Neither the Service Provider nor LIC of India will be responsible for any lapses/ failure on the part of the bidder, in such cases.			

Please note that the above footnote will appear in full below the bidding screen.

- During Online Reverse Auction, if no bid price is received within the specified time, LIC, at its discretion, may decide to scrap or re-conduct the Online Reverse Auction process.
- The actual value of Opening Base Price under item "A" shall be informed to the e-procurement Vendor on the day of the bidding process at least one hour before the scheduled time of the start of the bidding process.

G. Conclusion of Online Reverse Auction Process

1. At the end of Online Reverse Auction event, the Service Provider will provide LIC with all the necessary details of the bid prices and reports of Online Reverse Auction.

2. Upon receipt of the above information from the Service Provider, LIC will evaluate the same and will decide the successful bidder.
3. All participating bidders have to submit the duly filled-in and signed format confirming the lowest price quoted in the Reverse Auction by email to LIC within 24 hours of Online Reverse Auction without fail. The Original signed document should be submitted in person to LIC before 5:00 pm the next working day.
4. Any variation between the Online Reverse Auction bid price and the signed document will be considered as sabotaging the tender process and will invite disqualification of the bidder from conducting business with LIC.
5. The successful Bidder is bound to supply/ execute the deliverables as per the scope of work defined in the RFP at their final lowest bid price of Online Reverse Auction. In case of backing out from the reverse auction process or not agreeing to supply as per the rates quoted, LIC will take appropriate action against such bidder and may blacklist/ debar him from participating in any tenders in future.

H. Bidder's Obligation:

1. Bidder will not involve himself or any of his representatives in price manipulation of any kind directly or indirectly with other suppliers/ bidders.
2. Bidder will not divulge either his bid details or any other details of LIC to any other party without written permission from LIC.

I. Change in Business Rules, Terms & Conditions of Online Reverse Auction:

1. LIC reserves the right to modify/ withdraw any of the Business Rules, Terms & Conditions of Online Reverse Auction at any point of time.
2. Modifications of Business Rules, Terms & Conditions of Online Reverse Auction will be conveyed through email immediately.
3. Modifications, if any, made during the running of Online Reverse Auction event will be advised to participating bidders immediately.