



REQUEST FOR PROPOSAL

HOSTING CO-LOCATION FACILITY FOR LIC'S DATA CENTRE AT BENGALURU

Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2

Dated 12/08/2024



Life Insurance Corporation of India,
Central Office, Information Technology/
Digital Transformation Department,
Jeevan Seva Annexe Building, 3rd floor,
S.V. Road, Santacruz (West), Mumbai - 400 054



www.tenderwizard.com/LIC



co_itpvm_rfp@licindia.com



<https://licindia.in>



022-67090493

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1. GENERAL INFORMATION

1.1 Definitions

Table A: Definitions		
#	Word/Wordings	Definition
1	Acceptance of Tender	Letter/fax/e-mail or any memorandum communicating to the bidder about the acceptance of this tender.
2	Agreement	Any written contract between the Life Insurance Corporation of India and the successful bidder with respect to any/all deliverables or services contemplated by this RFP. Any Agreement shall be deemed to incorporate, as schedules, this RFP, all addenda/corrigenda issued by LIC, the Bid of the successful bidder and mutually agreed modifications thereto.
3	Authorized Signatory	The person authorized by the Company's Board/ Managing Director/ Director for signing the bid documents on behalf of the Company.
4	Bid	The Bidder's written submissions in response to the RFP signed by his Authorized Signatory.
5	Bidder	An eligible firm i.e. firm fulfilling eligibility criteria and submitting a proposal in response to this RFP, in its individual right.
6	Bidder/Service Provider/System Integrator / Vendor	An eligible Entity / Firm / Original Equipment Manufacturer/ Company submitting the Bid in response to this RFP.
7	Business day	Shall be construed as a day excluding Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned State Governments or Central Government of India.
8	Clarifications	Addenda, corrigenda and clarifications to the RFP
9	Contract	An Agreement signed between LIC, the Selected vendor, and all the attached documents. The 'Agreement' includes the RFP, subsequent modifications to the RFP issued by LIC, response of the selected vendor to the RFP and the agreement document itself.
10	Contract Price	The grand total of the L1 prices after conclusion of online reverse auction.
11	Day	Calendar Day
12	Date of acceptance	Date of Acceptance 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.
13	Default Notice	Shall mean the written notice of Default of the Agreement issued by one

Table A: Definitions

#	Word/Wordings	Definition
		Party to the other in terms hereof
14	Deliverables	Means all services as per this RFP in general, Section 6, detailed Scope of Work and other requirements of this RFP.
15	Eligibility Bid	This tender process is based on two-bid procedure (Technical and Commercial). Eligibility conditions are used in this tender in lieu of empanelling process. Where the words “eligibility bid” appears the same should be read and understood as “response to eligibility conditions criteria”.
16	L1 Quote	<ol style="list-style-type: none"> 1. If Online Reverse Auction is held as per the conditions of the RFP - Lowest price discovered through Online Reverse Auction. 2. If Online Reverse Auction is not held as per the conditions of the RFP - Lowest price discovered through Commercial Bid and Price negotiation.
17	L1 Bidder	Bidder with L1 quote.
18	LAW	Shall mean any Act, notification, bye law, 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.
19	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 XXXI of 1956) having its Corporate Office at “Yogakshema”, Jeevan Bima Marg, Mumbai 400 021
20	Major / Material Deviation	That deviation, which if allowed, to correct, modify or rectify, would unfairly affect or compromise the competitive position of other bidders submitting substantially responsive bids or that affects in substantial way the scope, specifications, performance of the goods / services stipulated in the RFP document or limits in any substantial way inconsistent with the bidding document the LIC’s rights or the bidder’s obligations stipulated in the RFP.
21	‘Party’ & ‘Parties’	Each of the parties i.e. LIC and Selected bidder are collectively referred to as the Parties and individually as a Party.
22	Personnel	Professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof.
23	Project Cost	Project cost includes initial cost / one-time cost / fees / development cost / installation cost / commissioning cost/ integration cost with existing systems / customization cost / training cost / technical assistance cost.
24	Responsive Bids	The bid that conforms to all the terms and conditions, eligibility criteria, scope of supply and services stipulated in the RFP document without major / material deviations.

Table A: Definitions

#	Word/Wordings	Definition
25	Requirements	Shall mean statements, which identify a necessary capability, characteristic, attribute or quality of a system and include schedules, details, description, and statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the RFP.
26	RFP	Request for Proposal Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12/08/2024, Co-Location: Bengaluru inclusive of any clarifications/corrigenda/addenda that may be issued by LIC.
27	Specifications	All functional, technical, operational, performance or other characteristics required of a Product or Service as mentioned in the RFP document or any of the annexure or clarifications to the RFP document.
28	Specified Personnel	Personnel deployed by the Vendor on the project to meet the requirements of the RFP within the timelines as mentioned in the RFP. The details of all such personnel will have to be shared in Personnel Deployment Plan in response to this RFP.
29	“Solution”/ “Services”/ “Work”/ “System”/ “IT System”	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 Supplier covered under this RFP.
30	Successful Bidder	L1 bidder after reverse auction. If no reverse auction, L1 bidder as per the commercial bid.
31	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.
32	Timelines	Wherever Timelines have been defined as days, weeks, months; they will mean calendar days, calendar weeks and calendar months.
33	Vendor	Selected Bidder as an outcome of the RFP with whom LIC signs the Contract.
34	Working Day	Shall be construed as a day excluding Sundays, 2nd and 4th Saturday of the month and Public Holidays, declared under the Negotiable Instruments Act, 1881 by concerned State Governments, or Central Government of India.

1.2 Abbreviations

Table B: Abbreviations

#	Serial Number
AMC	Annual Maintenance Contract
BG	Bank Guarantee
BFSI	Banking, Financial Services and Insurance
BOM	Bill of Material
BS	British Standard
BMS	Building Management System
CO	Central Office, LIC
CST	Central Sales Tax
CCTV	Closed Circuit Tele Vision
CSP	Cloud Service Provider
CD	Compact Disk
CRAC	Computer Room Air Conditioning
CCR	Customer Call Report
DC	Data Centre Site
DIT	Department of Information Technology, UBI
DR	Disaster Recovery Site
DO	Divisional Office, LIC
DME	Domestically Manufactured Equipment
EMD	Earnest Money Deposit
EMI	Equated Monthly Installment
EQI	Equated Quarterly Installment
GST	Goods and Service Tax
GI Cloud	Government of India Cloud – Meghraj
HHMT	Hand Held Metal Detector
HCTM	Hardware Complaint Module
IAM	Identity and Access Management
INR	Indian National Rupee
IT	Information Technology
IaaS	Infrastructure as a Service
IOPS	Input/Output operations per second
ISO	International Organization for Standardization
IM	Introductory Meeting
KVA	Kilo Volt Ampere
KWH	Kilo Watt Hours
LIU	Light Interface Unit (Fiber Patch Panel)
LAN	Local Area Network
LBT	Local Body Tax

Table B: Abbreviations

LIBOR	London Inter-Bank Offer Rate
MSP	Managed Service Provider
MAF	Manufacturers' Authorization Form
MWH	Mega Watt Hours
MU	Metered Unit
MS	Microsoft
MeitY	Ministry of Electronics and Information Technology
MPLS	Multiprotocol Label Switching
NEFT	National Electronic Fund Transfer
NFPA	National Fire Protection Association
NPM	National Project Manager
NOC	Network Operations Center
NDA	Non-Disclosure Agreement
NOVEC	Northern Virginia Electric Co-operative
ORA	Online Reverse Auction
OS	Operating System
OEM	Original Equipment Manufacturer
PCI DSS	Payment Card Industry Data Security Standard
PBG	Performance Bank Guarantee
PAN	Permanent Account Number
PC	Personal Computer
PaaS	Platform as a Service
POS	Point of Sale Terminal
PT	Power Tariffs
PUE	Power Usage Effectiveness
PDI	Pre Dispatch Factory Inspection
POC	Proof Of Concept
PSU	Public Sector Undertaking
PO	Purchase Order
PO VALUE	Purchase Order Value
QMC	Quarterly Maintenance Charges (Rent for hosting)
RTGS	Real Time Gross Settlement
RPO	Recovery Point Objective
RTO	Recovery Time objective
RHEL	Red Hat Enterprise Linux
RFP	Request for Proposal
SATA	Serial Advanced Technology Attachment
SAS	Serial Attached SCSI
SLA	Service Level Agreement
SP	Service Provider
SPOC	Single Point of Contact

Table B: Abbreviations

SPF	Single Points of Failure
SNR	Site Not Ready
SCSI	Small Computer System Interface
SD	Software Development
SSD	Solid State Drive
SOP	Standard Operating Procedure
SPCB	State Pollution Control Board
SAN	Storage Area Network
SI	System Integrator
TDS	Tax Deducted at Source
TO	Technical Offer
TIA	Telecommunications Industry Association
TVRA	Threat and Vulnerability Assessment
TCO	Total Cost of Ownership
UPS	Uninterrupted Power Supply
VAT	Value Added Tax
VESDA	Very Early Smoke Detection Apparatus
VDaaS	Virtual Desktop as a Service
VLB	Virtual Load Balancer
VLAN	Virtual Local Area Network
VM	Virtual Machines
ZO	Zonal Office, LIC

1.3 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 LIC 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 LIC 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 LIC 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 LIC. In case any major revisions to this RFP are made by the LIC within seven days preceding the last date of submission of the Proposals, the LIC may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither the LIC 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.
5. LIC will, at no point, bear any additional cost for site facility that bidder/Vendor may have to incur on account of repair, upgrade, power, capacity enhancement etc. to support LIC's equipment unless LIC so requests for an additional space or power requirements or brings in additional major equipment impacting the infrastructure allocated to LIC. The bidders are advised to go through instructions given in this RFP document and submit duly filled bids as per the terms and conditions given in this document.

2. REQUEST FOR PROPOSAL

2.1 Invitation to Bid

The Life Insurance Corporation of India (hereinafter referred to as "LIC"), a Statutory Corporation, established under Section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its Corporate Office at "Yogakshema", Jeevan Bima Marg, Mumbai-400021, hereby invites technically complete and commercially competitive proposals/sealed responses (hereinafter referred to as "Bids"), to this Request for Proposal ("RFP") from the Co-location Data Center Service Providers for providing Data Center Services for hosting of infrastructure for LIC IT/Digital Transformation projects in the proposed Co-location Data Center.

The Co-location Data Center must be located in BENGALURU as per the requirements set out in this RFP document.

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 will be entirely at the discretion of LIC, its decision shall be final, and no correspondence about the decision shall be entertained. **The purpose behind this RFP is to lead to a technical and commercial proposal for hosting and management of LIC IT/Digital Transformation project infrastructure to Co-Location Data Center.**

Interested entities are advised to study this RFP document carefully before submitting their proposals in response to the RFP. Submission of a proposal 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.

2.2 Pre-Contract Integrity Pact

This RFP is issued on the condition that only those bidders who submit a signed Pre-Contract Integrity Pact to LIC on a stamp paper of requisite value would be eligible to participate in the bidding. The "Pre-Contract Integrity Pact" as per **Annexure - A** is to be submitted.

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 2.02 provides "Integrity pact, in respect of a particular contract, shall be operative from the date of IP is signed by both the parties till the completion of contract. After award of work, the IEM shall look into any issue relating to execution of contract, if specifically raised before them."

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

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

2.3 Location of the Data Center Site

The location of the proposed Data Center site should meet following requirements:

- i. Proposed Site should meet specifications as per the Eligibility Criteria mentioned in **Annexure - C**.
- ii. The proposed location for the Co-Location Data Center is as follows:
 - a. Data Center must be in BENGALURU.

3. INSTRUCTIONS TO BIDDERS

3.1 Invitation to Bid

Participation in this bid is strictly for single legal entity and no consortium or joint venture is permitted. In case the OEM of a particular solution/component is participating in the RFP, It is to be ensured by OEM that the proposed Solution/Component is not quoted by any other bidder participating in the RFP.

3.2 Terms and Conditions

This RFP document along with its Annexure/Appendices/Clarifications/Addenda/Corrigenda states the terms and conditions of this RFP. 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)/Clarifications/Corrigenda/addenda issued, if any, will be contractually binding on the bidder. All the terms and conditions and the contents of the RFP along with the Annexure(s)/Clarifications/Corrigendum(s) issued will form the part of the purchase orders/any resulting contracts, to be issued to the selected Bidder from time to time as an outcome of this RFP Process.

3.3 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 proposal, 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.

3.4 Relationship between LIC and the bidders

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

3.5 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 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.

1. 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.
2. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice.
3. 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.
4. The RFP provides an overview of the requirements, bidding procedures and contract terms. While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidder must form their own conclusions about the solution keeping in view, LIC's requirements. Information contained in this RFP and corrigenda, if any, should be taken as guidelines for Bidders.
5. LIC has used or will use its best judgment and assessment to fairly and reasonably represent the nature and scope of the work in order to submit viable Bids. However, LIC shall not be deemed to give any guarantees or warranties of accuracy of any of the information in this RFP or any corrigenda, nor of its being comprehensive or exhaustive. Nothing in this RFP or any corrigenda is indented to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any corrigenda, as applicable.
6. Failure to furnish all information required by the RFP or submission of a Bid not responsive to the RFP in every aspect will be at the Bidder's risk and may result in rejection of the Bid.
7. In response to this Bid by the Bidder will be deemed as consent to all the terms and conditions mentioned in this RFP along with its Annexure(s), Clarifications, if any.

8. All the terms and conditions and the contents of the RFP along with the Annexure(s), Clarifications, if any, will be contractually binding and will form part of the resulting agreement and any purchase orders, to be issued to the successful Bidder, from time to time as an outcome of this process.
9. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of LIC. Any notification of preferred Bidder status by LIC shall not give rise to any enforceable rights to the Bidder.
10. This RFP supersedes and replaces any previous public documentation and communications, and Bidders should place no reliance on such communications.
11. Failure to comply with the requirements of this RFP and corrigenda, if any, may render the Bid non-complaint and the Bid may be rejected. Hence, Bidders must:
 - a. Include all required Documents, Certificates, etc. specified.
 - b. Follow the format provided and respond to each element in the order as set out
 - c. Comply with all requirements as set out.

3.6 Bid Processing Fee

Eligible and interested bidders, except Micro and Small Enterprise (MSEs), shall submit the Bid Price (non-refundable) of INR 10,000/- + GST (Currently 18% GST). Total Rs. 11800/- (Rupees Eleven Thousand Eight Hundred Rupees Only) to Life Insurance Corporation of India using NEFT, Refer **Annexure-R** for LIC's Bank Account Details. Bidder should submit the UTR Receipt along with bid. The Bidder shall upload a scanned copy of the receipt evidencing payment of the Bid processing fee to LIC (with UTR transaction number, date of transaction) at the time of e-submission of the Bid.

MSE bidders will be exempted from payment of bid processing fee if bidder can furnish requisite proof such as MSME/NSIC certificate subject to the satisfaction of LIC.

If the RFP is cancelled or re-called on any grounds, the tender document fees will not be refunded to the agency. **Any bid submitted without Bid Processing Fee will be summarily rejected unless exempted.**

3.7 Activity Schedule

Refer Annexure-S (Activity Schedule).

3.8 General instructions

1. The Bidder may download the RFP documents from the websites mentioned below:
 - a. LIC Website (<https://www.licindia.in>)
 - b. Central Public Procurement Portal of GOI (<https://eprocure.gov.in/cppp/>)
 - c. e-Tender portal <https://www.tenderwizard.com/LIC>.

2. 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 to participate in the RFP.
3. The RFP provides an overview of the requirements, bidding procedures and contract terms. While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidder must form their own conclusions about the solution keeping in view, LIC's requirements. Information contained in this RFP and corrigenda, if any, should be taken as guidelines for Bidders.
4. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice.
5. 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.
6. LIC has used or will use its best judgment and assessment to fairly and reasonably represent the nature and scope of the work in order to submit viable Bids. However, LIC shall not be deemed to give any guarantees or warranties of accuracy of any of the information in this RFP or any corrigenda, nor of its being comprehensive or exhaustive. Nothing in this RFP or any corrigenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any corrigenda, as applicable.
7. Failure to furnish all information required by the RFP or submission of a Bid not responsive to the RFP in every aspect will be at the Bidder's risk and may result in rejection of the Bid.
8. In response to this Bid by the Bidder will be deemed as consent to all the terms and conditions mentioned in this RFP along with its Annexure(s), Clarifications, if any.
9. All the terms and conditions and the contents of the RFP along with the Annexure(s) , Clarifications, if any, will be contractually binding and will form part of the resulting agreement and any purchase orders, to be issued to the successful Bidder, from time to time as an outcome of this process.
10. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of LIC. Any notification of preferred Bidder status by LIC shall not give rise to any enforceable rights to the Bidder.
11. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
12. Failure to comply with the requirements of this RFP and corrigenda, if any, may render the Bid non-complaint and the Bid may be rejected. Hence, Bidders must:

- a. Include all required Documents, Certificates, etc. specified.
- b. Follow the format provided and respond to each element in the order as set out
- c. Comply with all requirements as set out.

13. LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP 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 will be deemed to have been taken after considering commercial acumen and also taking into account that LIC does not guarantee or warrant suitability hereof or success to the bidder or any other person or party.

3.9 Partners

No consortium or joint bid or sub-contracting is allowed.

Bidder needs to fulfil all the eligibility criteria and technical evaluation criteria in their individual capacity unless mentioned otherwise. However, this RFP permits the Bidder to deploy one or more partners with whom its relationship of the bidder pre-exists as on the date the RFP is published. Nevertheless, for all purposes the Bidder will be overall responsible for performance of the Work as scoped under this RFP.

Other conditions for this clause:

Bidder needs to provide the following information in case he chooses partners:

- i. Name, Address and Contact details of the Partner/s.
- ii. Specific Role of the partner and division of work.
- iii. Details of Projects where Bidder has partnered with the entity in the past:
 - a. Name of the client, Scope of Work, Duration of Project (in man months) Work executed by the Bidder, Work Executed by the Partner.
- iv. Details of past projects executed by the Partner :
 - a. Client Name, Type of Service Provided, Duration of Project (in man months).
- v. Power of Attorney will be submitted with the Eligibility Bid, authorizing the bidder as Prime Proponent to act on behalf of the partners for all legal and financial matters pertaining to this Bid and the resulting contract if any.
- vi. The Memorandum of Understanding (MOU) will also be submitted with the Eligibility Bid, between all the Partners and the prime proponent.

3.10 Issue of corrigendum

- a. LIC will endeavour to provide timely response to all queries in utmost good faith. However, LIC at its discretion may choose not to respond to any query which is not under purview of this RFP.
- b. 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 a clarification requested by a Bidder, modify the RFP Document by issuing corrigendum. The corrigendum (if any) and clarifications to the queries from all Bidders will be posted on LIC'S website www.licindia.in under Tender section, Central Public Procurement Portal of GOI under the link <https://eprocure.gov.in/cppp/> and e-procurement website www.tenderwizard.com/LIC.
- c. Any such corrigendum shall be deemed to be incorporated into this RFP.
- d. In order to allow Bidders a reasonable time to take the amendments if any, into account in preparing their Bids, LIC, at its discretion, may extend the last date for the submission of Bids.
- e. Any change in the timelines as decided by LIC will be posted in LIC website, Central Public Procurement Portal of GOI and e-procurement website. The Bidders, in their own interest are requested to check all the Websites regularly to know the updates.

3.11 Responses to Pre-Bid queries

- a. 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 in point "c" below. No queries will be attended after the last date for submission of Pre Bid queries, as specified in the Activity Schedule.
- b. 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 arise, LIC will consider the matter on merits and decide the same, prior to opening of commercial bids.
- c. The queries should be necessarily submitted in the following format to the email id co_itpvm_rfp@licindia.com. The file size should not exceed 10 MB. No other form of communication shall be entertained.

Format for Pre-Bid queries

Sl. No	RFP Document Reference(s)		Clause (in brief) of RFP requiring clarification(s)	Brief details/ Query in reference to the clause
	Section/ Clause No	Page Number		

- a) 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.
- b) 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.
- c) 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 (<http://www.licindia.in/Bottom-Links/Tenders>) and also on Central Public Procurement Portal of GOI under the link <http://eprocure.gov.in.in/cppp/> and e-procurement website www.tenderwizard.com/LIC.
- d) 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.
- e) Requests for clarification on telephone will not be entertained.

3.12 Earnest Money Deposit

- 1. Bidders shall submit along with the bid, EMD of INR 50,00,000/- (Rupees Fifty Lakhs Only) in the form of unconditional and irrevocable Bank Guarantee (BG) as per the format given in **Annexure- J** (Bank Guarantee for E.M.D.). This should be executed by a Nationalized/ Scheduled Bank acceptable to LIC.
- 2. In case of MSE bidders registered with NSIC/MSME, they are eligible for waiver of EMD. However, they need to provide valid NSIC/MSME Certificate as part of eligibility criteria. Such bidders should submit duly filled Bid Security Declaration Form instead of EMD.
- 3. **EMD shall be valid for a period of three months from the date of release of RFP.**
- 4. Non submission of EMD along with Eligibility Bid Document will disqualify the Bidder.
- 5. The EMD will not carry any interest.
- 6. The EMD of those Bidders, who do not qualify in the eligibility evaluation or technical evaluation, will be returned without interest after completion of RFP process.

7. The EMD will be refunded to the successful bidder after:
- a. Acceptance of Purchase Order
 - b. Signing of the Contract(s)
 - c. Submission of required Performance Bank Guarantee (PBG)
8. The EMD submitted by the bidder may be forfeited in full or part of, the bidder may be blacklisted and other action(s) may be taken against bidder if:
- a. The bidder backs out of the RFP process after the last date and time for submission of bids.
 - b. The bidder is found to be indulging in Fraudulent & Corrupt practices as defined in this RFP.
 - c. The Bidder withdraws or amends its Bid during the period of Bid validity.
 - d. The Bidder makes any written statement or encloses any form which turns out to be False/ incorrect at any time prior to signing of Contract; or
 - e. Bidder does not respond to requests for clarification of its Proposal.
 - f. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - g. The successful bidder does not accept the Purchase Order issued by LIC or fail to sign the Contract(s) within the time prescribed by LIC.
 - h. The Bidder qualifies in this RFP as a successful bidder but fails or refuses to fulfill his contractual obligations after the award of contract and in case the bidder has not submitted PBG.
 - i. In the case of a successful Bidder, the bidder qualifies and backs out of their L1 quotes or, if the Bidder fails
 1. to sign the Contract; or
 2. to furnish unconditional and irrevocable Guarantee towards the Performance Guarantee as mentioned in this RFP or
 3. to furnish Non-Disclosure Agreement (NDA) as per LIC's format **(Annexure-F)**
9. 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. A Bidder may refuse the request without forfeiting its EMD unless it is the shortlisted bidder who has been notified by LIC that its bid has been shortlisted. A Bidder granting the request will not be required nor permitted to modify its bid.
10. Bids submitted without EMD or EMD not submitted conforming to above criteria, will be treated as non-responsive and will be summarily rejected by LIC.

3.13 Instructions for Bid Submission

1. The bidders are requested to refer to the e-tendering user manual - Annexure-T general instructions to bidders for bid submission/e-procurement process.
2. The submissions need to be made at the tendering portal on or before the time and date as stated in this RFP. The authorized signatories of the Bidder should sign on all pages of the proposal.
3. The following naming convention may be followed while submitting the document along with bid:
A-<SerialNumberofAnnexure>_RFP-PVM-COLOLOCATION_<HeadingOfAnnexure>_<Company-Name-Abbreviation>i.e. A-1_RFP-PVM-COLOLOCATION_Pre-Contract-integrity-Pact_<Company-Name-Abbreviation>
4. The attachments uploaded on e-procurement site should have clear indication/heading of folder to which the attachment belongs; the contents of different folders are to be attached separately.
5. The Bidder should submit their Bids along with required Annexures, Certificates and other required documents etc. as stated in the Section "Eligibility Criteria" and Annexure-C – Bid Documents Checklist in online manner:
 - a. Vendor documents: Eligibility and Technical uploads with Integrity Pact, Bid Processing Fee, EMD.
 - b. Indicative Commercial Proposal

For Documents Required for Bid Submission --- **Bid Documents Checklist.**

6. Please note that if the folder containing technical bid is found to contain commercial Bid also, then that bid will be rejected outright.
7. Please Note that Prices must not be indicated in the Technical Bid, failing which the Bid may be rejected.
8. The soft copies of the bid (all documents and Annexures submitted as a part of bid or called for by the LIC) must be serially numbered, duly signed and stamped on each page/digitally signed. 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.
9. The bid will be treated as legally void and will be rejected if:
 - a. Bid is not signed by the duly authorized person; or
 - b. Bid submitted is unsigned or partially unsigned; or
 - c. An image of signature found pasted on pages instead of wet signature/digital signature; or
 - d. Pre-contract Integrity Pact (duly filled and signed), EMD/Bid Security Declaration and Bid processing fee not enclosed or
 - e. Bids are not submitted in respective folders as stipulated above.

10. By submitting a signed bid, the bidder's signatory certifies the following in connection with this RFP;
 - a. The bidder's organization or an agent of the bidder's organization has arrived at the technical offer and prices in its bid without consultation, communication or agreement with any other respondent or with any competitor, with a view to restrict competition.
 - b. 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.
 - c. 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.
 - d. Participation in this RFP will mean that the bidder has accepted all terms and conditions and clauses of this RFP and subsequent modification(s) to this RFP, if any.
11. Ordinarily the bid shall contain no overwriting. Any interlineations, erasures or overwriting shall be valid only if the person signing the bid countersigns them. Overwriting/correction in the commercial bids are not permitted and any such overwriting in commercial bid will lead to its rejection.
12. The specifications (Technical and Commercial Bids format) shall be submitted in the same spread sheets as per respective Annexures.
13. The indicative prices are to be quoted ONLY in the commercial bid.
14. The contents of the Soft copies submitted in the Digital Format to LIC or the hard copies and the contents of the soft copies submitted on e-procurement site shall be exactly the same. If not, the BID MAY BE REJECTED.
15. In case of non-compliance by the bidder to any of the instructions pertaining to bid submission as stated in the RFP, penalty will be charged as per the provision of RFP.
16. 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.
17. If any compliance or clarification sought by LIC is not submitted within 7 working days of being called for, the bids are liable to be REJECTED. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final and binding.
18. Bids must be submitted following these instructions in online.
19. During scrutiny of technical bid, if any technical specification/s of any item is/ are changed by mutual consent to meet LIC's requirement, all the Bidders will be informed of the same and asked to submit fresh quotation for that/ those item/s if any".
20. The Technical Bid documents should be submitted/uploaded, as given below:

- i. Authority Letter as per **Annexure - M**
- ii. The covering letter duly signed by an authorized signatory as per **Annexure - B**.
- iii. Documents explaining Floor Design Architecture.
- iv. The details of the Data Center which the bidder has planned to offer the required services, covering the following (but not restricted to):
 - a. Data Center design standard like Tier-III rated or TIA 942 rated.
 - b. Location, Area, number of free rack space available, total rack capacity of DC.
 - c. Availability of electrical power, cooling infrastructure.
 - d. Back-up power arrangements.
 - e. Fire Protection System.
 - f. Safety, physical security and surveillance system.
 - g. Availability of network lines provided by all leading telecom service providers up to the MUX inside Co-Location Data Center.
 - h. The Data Centre VENDOR should allow the termination of the links provided by the LIC appointed link service providers. If Telecom junction box / multiplexers of these link service providers are not available, then the Data Center VENDOR should allow the commissioning of the same by link service provider. The Data Center VENDOR shall allow laying of cables and associated works in their premises, for installation of MUX or other Network Infrastructure , laying of cable, space for installation of MUX/other network infrastructure in communication room etc. at no extra cost to the LIC.
 - i. The VENDOR shall provide 24X7 access to link service providers to the communication room during troubleshooting, upgrade etc. of LIC's Network links.
 - j. Network Connectivity Plan from MUX/ other network infrastructure to dedicated area allotted to LIC including network isolation etc.
 - k. Details like Assured Data Center uptime (%), scalability in terms of available rack space, network performance.
 - l. Pricing policy.
 - m. Catalogues, pamphlets etc.
 - n. Photos, images etc. of Data Center.
 - o. The details of manpower that will be deployed for offering the required services.

The softcopy should be prepared, along with all the relevant documents such as brochures, undertakings for Services provided, Software compliance etc. for each line item and should be partitioned mentioning the line item.

3.14 Non-Disclosure Agreement (NDA)

The successful bidder shall submit Non-Disclosure agreement on a stamp paper of Rs.500/- (Rupees Five Hundred only) as per the format given in **Annexure-F** duly signed by the Authorized Signatory of the Company.

3.15 Prices

- a. Prices payable to the vendor will be fixed except power charge as derived from the Final L1 quote after Online Reverse Auction and will be inclusive of GST. Prices once fixed will be valid throughout the entire contract period except power related prices (sub clause 9.3.1)
- b. The vendor will in no circumstance be entitled to any escalation of costs or price of any material / items supplied or services tendered under the contract. The prices will not be subject to variation on any account except power related prices (sub clause 9.3.1).

3.16 Taxes and Duties

- a. Vendors will be entirely responsible for all taxes, duties, license fees, road permits, and transit insurance etc., except GST incurred until delivery of the contracted services to LIC, however LIC will provide requisite letters for road permits.
- b. GST, if any, will be reimbursed only in actual on production of appropriate receipts within 15 days of such tax payment to the respective authorities by the vendor.

3.17 Deduction of Taxes at Source

LIC will deduct taxes from the amounts due and payable to the vendor wherever applicable. LIC will provide vendor with the statement of any taxes deducted by LIC on payments under the contract. The vendor agrees to reimburse and hold LIC harmless from any deficiency including penalties and interest relating to taxes including recovery of any tax retrospectively that are its responsibility under this clause. For purposes of the contract, taxes shall include taxes incurred on transactions between LIC and the vendor.

3.18 Undertaking for Warranty and Quality Assurance

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

3.19 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.

3.20 Bid Currencies

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

3.21 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.

3.22 Assumptions / Deviations

The bidder may provide assumptions / deviations on technical only to the contents of this RFP document at the time of submission of the Bid in folder containing the Technical Bid in the format given in Annexure H1 and Annexure H2 with the caption: Schedule of Assumptions and Deviations from RFP. It may be noted that once the assumptions / deviations are provided, the Bidder would not be allowed to withdraw the same. The Bid Evaluation Committee would evaluate and re-classify them as "material deviation" or "non-material deviation". In case of material assumption / deviation, the committee may decide to monetize their value, which has to be added to the price bid submitted by the bidder, or reject the bid, prior to announcement of technical scores. The bidders would be informed in writing on the committee's decision on the assumptions / deviations, prior to announcement of technical scores. The bidder would not be allowed to withdraw the assumptions / deviations at this stage. No correspondence in this matter will be entertained. In case of non-material assumptions / deviations, the same would form a part of the Bid and the Contract.

3.23 Documents required for Bid submission.

a) Document – I: Bank Guarantee for EMD, bid processing fee and letter of Intent.

1	NEFT payment of Rs.11,800/- (Rupees Eleven Thousand Eight Hundred Only inclusive of GST) as Bid Processing Fee (Non-refundable)
2	Power of Attorney authorizing for signing the Bid and the Annexures.
3	Pre Contract Integrity Pact as per Annexure-A .
4	Earnest Money Deposit for Rs. 50 Lakhs. Bank Guarantee Annexure J
5	Letter of Intent
6	Non-Disclosure Agreement– Annexure-F

b) Document-II: Eligibility Bid

1	Copies of Sales Tax, VAT Registration certificates, Certificate of Incorporation, Copies of valid certificates for CST, GST, Sales Tax and VAT registration, Service Tax registration, Copy of PAN attested by authorized signatory of the company, valid ISO certifications, Audited Balance Sheet for the relevant years, Profit and Loss Statements for the relevant years, copies of Purchase Orders or certificates from customers.
2	Eligibility Criteria - As per Annexure C
3	Bidder Details - As per Annexure E

c) Document-III: Technical Bid

1	Technical Bid along with relevant brochures, certifications, undertakings, declarations.
2	Undertaking for Warranty and Quality Assurance- Annexure U

The Technical proposal must be made in a structured and neat manner and should cover the points as mentioned under sections for scope of work and detailed scope of work. Brochures / leaflets etc. should not be submitted in loose form. The suggested details to be covered as a part of the technical response are as provided in Annexure D.

If LIC is not satisfied with the technical specifications in any RFP response and observes deviations, the technical proposal of such Bidder/s may not be short-listed and the Commercial Proposals of such Bidder/s may not be opened. No further discussions shall be entertained with such Bidders in respect of the subject technical bid. The decision of LIC shall be final and binding in that regard.

d) Document-IV: Indicative Commercial Bid

The Indicative Commercial Proposal should give all relevant price information and should not contradict the Technical Bid in any manner. Commercial bid will consist of Quotes as per **Annexure-G**.

The above lists of requirements are indicative only. The bidders should refer to the RFP document for all requirements that are required to be submitted along with the Eligibility Bid, Technical Bid and Commercial Bid.

e) The Annexure and their contents should be submitted as stated in the formats only. The bid may be rejected in case of non-adherence to any of the above instructions. Any request for the change in the terms and conditions of the RFP document, will not be accepted.

- f) All the documents should be uploaded under the folder “vendor generic docs” in the tender wizard portal.

3.24 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. The request for clarification and the response shall be through the designated mail.

LIC may decide to accept any deviation at its discretion. However, this will be done before opening of commercial bids.

If any compliance or clarification sought by LIC is not submitted within 7 business 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.

3.25 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.

3.26 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/ Annexure 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) Bid with insufficient information to permit a thorough evaluation 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:
 - i. LIC reserves the right to reject any or all bids on the basis of any deviation(s).
 - ii. 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.

3.27 Bid Validity Period

Bids shall remain valid for 90 days after the date of Online Reverse Auction (ORA) prescribed by LIC, in the Annexure Activity Schedule. LIC shall reject a bid as 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 by the bidder. 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. Such extension will not require modification of the bids already submitted.

3.28 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.

LIC will not be responsible for non-receipt of bids/quotations within the specified date and time due to any reason.

3.29 Procedure for opening of the bids

Bids received within the specified closing date and time in the Activity Schedule will be opened in the presence of bidders' representatives (maximum two representatives per bidder in each of the bid openings) who choose to attend the opening of the bids on the specified date, time and venue as given in the Activity Schedule.

- a. The Eligibility Bid shall be opened by the Tender Opening Committee of LIC, as stated in the activity schedule.
- b. Technical Bids of all the qualified and eligible bidders shall be duly scrutinized and evaluated and clarifications (if any) sought.

- c. On completion of Eligibility and Technical bid evaluation, the commercial bids of technically short listed bidders will be opened by the Tender Opening Committee of LIC in the presence of the bidders/ their authorized representatives who choose to attend (maximum two representatives). The date and time for opening of the Commercial Bid will be informed to the qualified bidders.
- d. The commercial bid evaluation will be in two stages, that is, first opening of the Commercial Bid submitted by the Bidders and then Online Reverse Auction will be conducted and the eligible Bidders will be informed about the "Business Rules" and the details of the ORA.
- e. The representatives of the bidders should carry the organisation's photo identity card or a letter of authority bearing their photograph from the bidder organisation to identify their credentials for attending the opening of the commercial Bids.

3.30 Bid Evaluation

Both Functional and Technical requirements will also be evaluated for the bidders separately for each Part.

- a) 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).
- b) LIC may ask for meetings with the Bidders to seek clarifications on their bids.
- c) Technicalities or minor irregularities in bids may be waived during evaluation if it is in LIC's best interest. The bidder may either be given an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its bid, or the deficiency waived if it is to LIC's advantage so.
- d) Evaluation of the responses to the bids and subsequent selection of the successful bidder(s) 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.

3.31 Rejection of non-compliant bid:

- a) LIC reserves the right to reject any or all bids on the basis of any deviation(s).
- b) 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.

4. ELIGIBILITY CRITERIA

Bid is open to all Bidders who fulfil the eligibility criteria. The bidder has to submit the details of eligibility criteria as per Annexure - C. All the Certificates should be valid/in-force as on the date of publication of the RFP.

5. SCOPE AND OTHER REQUIREMENTS : As per Scope Annexure C.1

5.1 Data Centre Location and specification

1. The location of the Data Centers will be as per mentioned in “Location of the Data Center sites” of Point No. ii of Sl. No. 2.3 for this RFP (Request for Proposal).
2. The proposed DC should meet minimum Tier 3 Data Center specifications by Uptime Institute or TIA 942 Compliance.
3. The proposed Data Center should be Dedicated purpose-built Data Center.
4. The facility should be capable of hosting 42U Rack capacity with a provision to expand.
5. **For the purpose of Costing/Commercial, the price per rack space has to be quoted by the bidder.**
6. **For the purpose of Costing/Commercial, the price for power has to be quoted by the bidder.**
7. The Meshed cage area should be sufficient enough to host the number of racks along with sufficient free space for opening of front and rear rack doors for installation/replacement/trouble shooting of hardware and movement of service personnel.
8. **All the racks must be in a same server hall contiguous to each other.**
9. LIC envisages an addition of more racks during the period of contract; the VENDOR should be able to provide the same at the contracted rate within the same server hall, contiguous to the existing cage area. In case vendor decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with LIC.
10. The racks would be used for hosting the servers, network and security equipment, backup libraries etc.
11. The placement of network and security rack should be carried out in such way to reduce length of network cabling.
12. The Vendor shall provide sufficient electrical connections, Air conditioning, backup power through UPS and Generator, network communication facilities, Surveillance, access control system, fire suppression system, physical security and soft services etc. as applicable for DCs, and as required for the proposed equipment on 24 x 7x 365 basis, in order to maintain uptime of all such facilities at as per SLA.
13. The proposed Data Center site should comply with the technical requirements specified in **Annexure-D** of this RFP.
14. Minimum 99.982% Uptime on monthly basis is required for the DC Environmental Infrastructure and services.

15. The Data Center facility building should be designed and constructed for Earthquake resistance and should be away from hazardous chemical materials.
16. The Data Center should be fully redundant in terms of electrical circuits, cooling and network.
17. The proposed space provided by the bidder to LIC should not be on the ground floor or the top floor of the building.
18. In case the bidder is winding up/lease not renewed, the bidder will give LIC at least 6 months' notice in writing and not shift our LICs assets until we find the new TIER 3 site. The bidder will also bear the cost of shifting the assets to the new site.

5.2 Security

1. Entry and exit at the Data Center premise (Building), Server room / Hall area, server cage area, and network communication room should be restricted and monitored. Security for the building should be made available 24x7x365 at the entry / exit levels and having adequate access control mechanism in place.
2. The entry to server room / Server Hall area should be accessible using Biometric / Access card.
3. The server cage entrance & exit should be accessible using the biometrics.
4. The Vendor shall provide a dedicated server cage area for LIC in the server room/ Hall area. The caged area must be Meshed Caged dedicated for LIC's Data Center.
5. The Vendor has to ensure no infiltration in LIC setup including its systems, network etc.
6. The VENDOR shall provide CCTV cameras in the cage area that can be common however; the cameras should capture all the activities carried out at the front and back of the rack. In case of any observation by the LIC's engaged auditors / regulators. During the period of contract on the positioning of CCTV cameras, VENDOR has to provide additional CCTV cameras at no extra cost to the LIC.
7. The doors for the server room, communications room, and other critical areas beyond should be fire rated for minimum 2 hours. LIC to monitor the caged area from remote location that feed should be provided by the Vendor to LIC for monitoring its infrastructure. CCTV Remote Feed installation and setup ready to be consumed by our central command center at no extra cost to LIC. Live Feed and archival to be provided.
8. The Vendor shall ensure protection of Physical assets against all threats and vulnerabilities that can be exploited deliberately or accidentally by internal or external entities.
9. The Vendor shall provide Fire detection & suppression system exclusively for the server room caged area. Fire detection and suppression can be common however; the areas allocated to LIC should be well within the coverage of fire detection and

suppression.

10. The Vendor shall provide Access cards, Gate passes to the LIC's personnel / appointed System Integrators as and when they would visit the site. VENDOR should agree that such access can be provided 24 X 7 and will not have any time restriction.
11. The Vendor shall regularly monitor the access to LIC's Server room / cage by means of access control system, physical security, Biometric access and CCTV and should always make sure that they are functional 24 X 7 X 365.
12. The Vendor should be able to provide details of people accessing LIC's Server room / cage by sharing the entries made in the security register, reports from access control system, CCTV video clips etc.
13. The VENDOR should comply with LIC's IS Security policy in key concern areas relevant to the RFP. Some of the key areas are as under:
 - a. Custodial responsibilities for assets of LIC being managed by or assigned to the vendor.
 - b. Physical Security of the facilities.
 - c. Physical and logical separation from other customers of the VENDOR.
 - d. Incident response and reporting procedures.

5.3 Power switches and other items related to Power.

1. The entire facility should be automatic with power supply from the transformer as the primary Source and automatic switchover to DG set as a secondary source.
2. The power density of minimum 12 - 16 KVA per rack should be provided.
3. The Vendor shall provide adequate power points in the Server cage area allocated to LIC. The service provider should provide one power meter per power source that can measure the power input to LIC's caged area.
4. There should be sufficient power backups in place in for running Building Management Systems on alternative power supplies in the event of power outage.
5. Single phase and three-phase power should be made available to support LIC's equipment in the caged area.
6. Audit reports of people accessing the Server room / cage area should be available and submit on monthly basis.
7. Sharing the video monitoring data on monthly basis.
8. LIC may ask for audit of the facilities and its related documents, to be conducted either by the Regulators or by any Authorized person/entity for the purpose.
9. The Vendor shall specify the compatible power connectors / sockets and other items if any to LIC for power connection.

5.4 Network and Network Cabling

1. The cross connects from communication room to the caged areas where routers would be installed to be provided by the VENDOR.
2. The Vendor/Service Provider will be responsible for extension of links from Vendor telecommunication room to server cage area irrespective of whether the communication links are taken from the SP, or not. The Vendor shall extend such links from their network communication room to the server cage area provided to LIC to host their DC infrastructure. The Vendor shall provide one-time LAN cabling from the Network rack to the Server Racks as per the network designed finalized with LIC's network team at no additional cost to the LIC.
3. The Vendor in their communication area shall have Telecom junction box / multiplexers of various link service providers and should be available in and around the facility building for LIC's use, i.e. co-Location site must be carrier neutral.
4. The Data Center Vendor should allow the termination of the links provided by LIC appointed link service providers. If Telecom junction box / multiplexers of these link service providers are not available, then the DC service provider should allow the commissioning of the same. The DC Vendor shall also allow laying of cables and associated works in their premises.
5. The link extension from the DC service provider's communication room till the server cage area will be done by the DC service provider.
6. LIC presently has links deployed from various telecom service providers. The Vendor has to assure that the termination of these links is feasible at the proposed site.
7. The Vendor shall make sure that the multiplexers / Junction boxes of these link service providers are available at the proposed site.
8. The Vendor shall extend the connection from the Multiplexers / Junction boxes to LIC's server caged area.
9. Provisions of Fibre links from multiple providers are fed to the site from three independent channels in ring connectivity. Also provisions of 3 redundant MPLS/Leased line networks from 3 different providers must also be available.
10. The Data centre networking required for connecting to the proposed co-location site needs to be provided by co-location vendor. The network lines provided by telecom should end up in the MUX inside area marked for LIC of India.

5.5 Cooling

1. The Server room / Server Hall should have precision air conditioning with redundancy.
2. Sufficient cooling failover should be built in the server halls and maintain prescribed PUE.
3. Cold air should be pumped under the floor and enters through vents to ensure that the temperature is maintained as per ASHRAE Standards/Guidelines.
4. Power efficiency and cooling should be able to maintain medium and high-density cabinets.
5. Cooling logs must be shared with LIC on monthly basis.

5.6 UPS

1. The proposed Data Center should have 2N UPS and UPS Power Distribution of 2N Active with STS.
2. The power should be available from two different power sources. Two separate power paths from the UPS to be provided to the Server room area and the network communication area. The UPS should be configured in redundant mode.

5.7 Fuel & Generators

Backup generators should be N+1, continuous rating, capable of providing power for 72 hours or continuously if fuel tanks are refilled.

5.8 Review Meeting with Vendor

1. LIC will review and discuss the performance during meeting held at mutually agreed date.
2. VENDOR to forward the minutes of the meeting within five working days. Further, the observations in the review meetings to be closed before next review meeting.
3. It is responsibility of the VENDOR representative to be present during the review meetings. No additional cost whatsoever would be paid by the LIC.
4. All review meetings will be held at LIC office or at respective locations where LIC's DC is co-located.

5.9 Seating Space

1. LIC anticipates the seating space / workstations for its personnel at the facility

where LIC's DC is going to be hosted. The number of personnel and workstation required will be informed to the bidder subsequently/later.

2. LIC may require additional seating space (in the same premises) for seating additional personnel (LIC employees/appointed personnel) in future at VENDOR Data. Center temporarily during disaster for certain period or permanently and in such an event, additional work area should be made available at the rate not exceeding the agreed/contracted rate. LIC cannot provide any time frame to inform VENDOR for taking up additional space. The payment will be made on pro-rata basis from the date of occupation of seats.
3. Network connectivity from the seating space provided by the vendor to the LIC's server area / LAN. For each seat, the vendor shall provide redundant network points (2 points).
4. CCTV coverage will also be required for seating area.
5. LIC may alter the quantity of number of persons depending on the LIC's need and the payment will be made on the prorated calculation.
6. The seating area should include the following items.
 - a. Desk
 - b. Chair
 - c. Drawer, which can accommodate 3 box files with locking facility per seat.
 - d. UPS power connections.
 - e. Network connections from LIC's server area/ LAN.
 - f. Vendor shall factor sufficient work area per seat.
 - g. In addition, vendor shall provide adequate space for movement within the enclosed seating area.

5.10 Building Management System

1. The Vendor in their technical bid shall provide the proposed Server caged area layout for racks space provided for LIC, clearly showing the placement of the racks in the server caged area along with indicative positioning of the BMS equipment like CCTV cameras, Fire/ smoke detectors, access control system, rodent repellent etc.
2. The Server room area should be provided with Water Leak detection system and fire alarm system. The facility areas proposed for LIC should be well within the coverage of water leak detection system.
3. There should be CCTV monitoring for surveillance of building entrance, exits and other critical areas where LIC's components are placed. Activities to be recorded and the archival should be kept for one month or more if there is specific request from LIC.
4. The Data Center should have electronic rodent control systems with operating ability on varied frequency range. The facility areas – Server room area / server caged area, communication room should be well within the coverage of the rodent repellent.

5. All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The Vendor should manage the BMS activities on a 24 X 7 basis or as LIC decide.
6. The VENDOR has to earmark adequate parking facility for parking vehicles of LIC's authorized personnel. However, no parking should be allowed adjacent to the data Centre building.
7. The facilities like power, cooling, CCTV monitoring, security (biometric, physical, access card) provided by the service provider to co-host LIC's DC equipment should have high availability. Refer Annexure-D for details on the service levels.
8. Data Center should host a Network Operations Center (NOC) having CCTV cameras monitoring every aisle and doorway.
9. The VENDOR shall provide access control system for controlling access to the seating area, which will be centrally monitored by vendor through their BMS system. The VENDOR shall provide the cards to the LIC's authorized onsite resources. This access control system should be managed & monitored by the VENDOR through their BMS system.

5.11 Conditions

1. LIC envisages requirement of a dedicated caged space area. The racks will be of 42U to host LIC's DC IT Infrastructure in the server room area. In addition, LIC envisages an addition of more racks in the future. However, should there be a requirement of additional space in the future, other than the space for existing racks the Vendor should be able to provide the same on the prorated per square feet cost within the same facility, contiguous to the existing rack spaces. In case Vendor decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with the LIC.
2. For Seating Space and Rack Space required the information provided is an estimated requirement and LIC reserves the right to change the quantities. These figures are provided for the computation of total cost of ownership. The exact requirements will be provided to the successful bidder and the unit rates provided for these requirements would be considered for those changed requirements.
3. The Vendor shall provide all necessary help to LIC appointed System Integrator or Vendor while moving LIC's equipment into the site. For example, entry permission for vehicles carrying equipment, parking of such vehicles to be closer to the lift till the time the equipment is being offloaded, use of lift / service lift, assist in procedures documentation, providing trolley to carry heavy equipment to the allocated cage / room, etc. Storage/ godown facility to be provided for a period of 2 to 3 weeks with exclusive access to LIC authorized personnel to meet the time gap

between supply and installation. LIC should not incur any extra cost for availing these said services.

4. **Meeting room:** The vendor shall provide discussion / meeting room facility to accommodate 8 to 10 persons as and when required. The meeting room should have projector and white board facility. Occasionally this facility may be required on immediate basis without any prior intimation at no extra cost to LIC.
5. The Vendor shall make sure that the required power, air conditioning, security system and other facilities provided to LIC is always available (24 X 7 X 365 days).
6. **Staging Area:** The VENDOR should provide secured staging area for unpacking and installation of equipment, at no extra cost to the LIC.
7. **Storage / Godown:** Throughout the contract period, secured Storage/Godown facility to be provided for a period of 3 to 5 weeks with access to LIC's authorized personnel, to meet the time gap between delivery and installation of equipment and / or storing buyback equipment, at no extra cost to LIC.
8. **Visitorial Rights:** The VENDOR should provide visitorial rights for LIC auditors, external auditors engaged by LIC, IRDAI audit/inspection officials, ISO auditors etc. LIC cannot provide any minimum time frame to inform the VENDOR. The VENDOR will undertake compliance of audit observations as applicable.
9. Selected bidder should have proper escalation matrix/procedure and emergency response mechanism in case of failure/disaster at DC.
10. LIC reserves the right, on its own or via a third party auditor, to conduct overall testing at any point of time of its own hosted services and also the services delivered by the selected bidder.
11. The selected bidder shall provide;
 - a. the details of the monitoring and management tools,
 - b. solution for Helpdesk,
 - c. the deployment details at NOC and SOC,
 - d. escalation matrix to be adopted,
 - e. Other required details.
12. LIC may in future require additional space at the Data Center site. The Vendor agrees that in the event LIC wants additional space for expansion, the same will be provided to LIC within the same DC site /floor or building contiguous to the existing setup. The rate per square feet would be mutually agreed at the time of such expansion. However, the Vendor agrees that the rate for expansion shall not exceed the current rates agreed. LIC cannot provide any time frame to inform Vendor for taking up additional space.

13. On expiry/ termination/ cancellation of the Contract, the Contractor shall willfully and un-conditionally transfer/ handover the assets belonging to LIC stored in co-location sites to Life Insurance Corporation of India, in proper form.
14. The Vendor should furnish to Life Insurance Corporation of India periodical incident reports / alerts on both successful and unsuccessful attempts of intrusion / malware attacks with root cause analysis.
15. The Vendor shall provide contacts and escalation matrix to log the complaints /problems faced in the facility provided to LIC.
16. The selected bidder has to configure and setup the Video Conferencing equipment, for resolving the support issues, if any.
17. The Vendor should manage and maintain its equipment throughout the contract tenure.
18. The selected bidder has to ensure that the co-location site shall work as desired and the bidder is responsible to supply and install any other components that is inadvertently missed out but required for the overall solution to work.
19. The entire solution/ infrastructure covered by the Contract shall be for exclusive use of Life Insurance Corporation of India. The Contractor shall arrange to secure and isolate the said infrastructure from the remaining infrastructure (wherever possible physical isolation) blocking the access to other users.
20. Basic infrastructure costs should include electrical power connection from two different sources under each rack including a pair of 32A Single/Three Phase Industrial Socket at no extra cost to LIC. In case, extra pair of sockets if required for multiple PDUs in a rack, same should be provided at no extra cost to LIC.

6. BID EVALUATION

6.1 Opening of Technical Bid

All the Bids will be opened at the date, time & locations mentioned under Annexure S (Activity Schedule). The technical bids will be opened in the virtual presence of representatives of the bidders who choose to attend.

6.2 Evaluation Process

6.2.1 Preliminary examination

The bids will be examined by LIC to determine whether they are complete and whether required bid security has been furnished. A bid determined as not substantially responsive will be rejected. LIC may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation. After opening of the technical bids and preliminary examinations, some or all of the bidders may be asked to make presentation of the solution/services offered by them. Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

6.2.2 Eligibility Criteria

- a. Bidders having met ALL the criteria mentioned in **Annexure-C** along with supporting documents are only eligible for technical evaluation of their Bids.
- b. If the Bidder is not meeting all the Eligibility criteria, then their Technical and Commercial bids will not be opened and the bid will be rejected.
- c. The decision of LIC would be final and binding on all the Bidders to this RFP. LIC may accept or reject an offer without assigning any reason what so ever.

6.2.3 Technical Evaluation

- a. Bidders satisfying eligibility criteria will be thoroughly evaluated by LICs Team on compliance of Technical Specifications/Requirements/Scope of Work of the desired solution / facility. Vendors are expected to submit detailed documentary evidence for all services provided by their facility specifically the ones included in the Technical Specifications/ Scope of Work, Annexure etc.
- b. Those bidders satisfying the eligibility Criteria will receive a technical score based on their responses to the evaluation format and supporting documents.
- c. The evaluation methodology is further broken down into sub areas (as per technical scoring Annexure D.1.)
- d. Any critical non-compliance/deviations may lead to disqualification of the Bidder.

- e. LIC at its discretion may reject the proposal of the Bidder, without giving any reason whatsoever, if in case the submission/responses received from the Bidder or site visits were found to be unsatisfactory. The detailed technical evaluation methodology is as per **Annexure D1**.
- f. **Compliance to Technical requirement as in Annexure:**
 - i. Major non-compliances could lead to disqualification of the Bidder.
 - ii. The compliance mentioned by Bidders in the **Annexure- D1** - Minimum technical specifications will be analysed and scored based on the RFP requirements vis-à-vis solution / services offered. Bidder must offer Point to point conformity for the technical requirements provided in the requirements sheet.
 - iii. LIC shall also carry out Site Visits of the proposed facility to verify the details and based on which marks will be awarded.
 - iv. The Cost for travel and lodging for the team identified by LIC will be borne by LIC for site visits. However, the Bidder is expected to facilitate these arrangements.
 - v. The bidder should use its tools/utilities/simulators to demonstrate the features laid in the RFP / Technical evaluation criteria
 - vi. At the sole discretion and determination of LIC, LIC may add any other relevant criteria for evaluating the proposals received in response to this RFP and also may make modifications to the marks / weight age given under various categories for evaluation of the technical proposals.

6.2.4 Normalization of Bids

- a. LIC may at its sole discretion, decide to seek more information from the Bidders in order to normalize the Bids. However, Bidders will be notified separately, if such normalization exercise is resorted to.
- b. Normalization will be done to the extent possible and feasible to ensure that Bidders are meeting the requirements of the RFP to the extent possible and that the interest of LIC is protected. LIC reserves the right to normalize any or all of the technical bids. If such normalization has a bearing on the price, LIC may at its discretion ask the bidders eligible for technical evaluation to submit the technical and commercial bids once again for scrutiny.
- c. The submissions can be requested by LIC in the following two manners:

- i. Incremental technical bid and/or incremental price submissions in part of the requested clarifications by LIC (or)
 - ii. Revised technical and/or price submissions of the part or whole Bid
- d. The process of normalization may be iterative till such time LIC is satisfied with the response of the Bidders.
- e. Post the normalization process in case any Bidder has not quoted for any of the components, the response would be deemed to conclude that the unquoted components required for meeting the functional and technical requirements including the service levels specified in this RFP have been included in the total fixed cost in the **Annexure G (Indicative Commercial Bid)**.
- f. The Bidder by participating in this tender agrees to the normalization process being followed and adopted by LIC and has no reservation on the process adopted. In the event the Bidder has any query on the normalization process the same may be raised by the Bidder as part of the pre-bid queries.
- g. 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.
- h. 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.
- i. LIC can repeat this normalization process at every stage of bid submission till LIC is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to LIC during this process.
- j. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- k. LIC, at its discretion, will go through a process of normalization of the bids to the extent possible and feasible, to ensure that Bidders are more or less on the same technical ground. However, Bidders will be notified separately, if such normalization exercise is resorted to. After the normalization process, if LIC's technical evaluation team feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids, LIC may at its discretion ask all the technically short-listed Bidders to resubmit:
 - i. Incremental Technical and Commercial bids, or
 - ii. Complete Technical and Commercial bids once again.
- l. LIC can repeat this normalization process several times at after each submission and subsequent evaluation of the technical submission, till LIC is satisfied. By

responding to this RFP, the Bidders have agreed that they have no reservation or objection to the process & conditions of normalization and will participate in the normalization process and extend their cooperation to LIC during this process.

6.2.5 Commercial Evaluation

- a. The Technically qualified bidders will be shortlisted for Commercial Evaluation. In case of Online Reverse Auction, Bidder should provide indicative price only. The indicative commercial bid containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting **indicative commercial bid set out in Annexure-G**. The commercial offer should consist of comprehensive cost for required services/solution. Bidder must provide detailed cost breakdown, for each and every category mentioned in the indicative commercial bid.
- b. LIC reserves the right to award the contract for required number of components and configurations for co-location site, depending upon the requirement.
- c. The bidders are required to quote the prices strictly as per Price Schedule given enabling LIC to arrive at appropriate price for required configurations and/or requirements. The contract will be awarded to the bidder offering the lowest prices.
- d. LIC will evaluate the Bids submitted in response to the RFP and all supporting documents/documentary evidences. 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 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.

6.2.6 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.

6.2.7 Final Evaluation

1. The Final evaluation of the Bidder will be based on Online Reverse Auction. The online reverse auction will be conducted by LIC or a company who have been authorized in this regard by LIC. Reverse auction guidelines will be communicated to all short-listed bidders.

2. The Commercial Bids (indicative) of technically qualified bidders will be opened on the prescribed date in the virtual presence of bidder representatives. Thereafter, the technically qualified bidders subject to provisions of Price Variation Factor is required to participate in online reverse auction for which web-based e-tender platform will be made available by LIC.
3. The date, time, platform and process of online reverse auction will be communicated to the bidders by LIC.
4. After the opening of Indicative Commercial bids, technically qualified bidders who have not been eliminated will be required to participate in an Online Reverse Auction as follows:
 - i. LIC shall provide web based E-tender system for reverse auction.
 - ii. Price quoted by the Bidders at the end of online reverse auction will be taken as the final commercial quote for evaluation of that bidder.
 - iii. During reverse auction, the participating vendors shall input only the total cost that they have to offer. This amount shall be arrived at by the bidder themselves off-line by using the formula mentioned for evaluation to outbid the earlier bid.
 - iv. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
 - v. The commercial figure quoted will be an all-inclusive figure inclusive of out of pocket expenses, travelling, boarding, permits, lodging and including all applicable taxes such as Service taxes, local sales Tax / Levies such as Octroi / Entry Tax, Local Body Tax, VAT, GST etc., indicated separately.
 - vi. Any conditional bid would be rejected.
 - vii. The bidder shall arrange the Digital certificates (at no cost to LIC) from a Certifying Agency notified by Comptroller of Certifying Authority (CCA) as per Information Technology Act, 2000 as amended from time to time.
 - viii. In case, only one bidder is technically qualified, no reverse auction will take place. However, LIC reserves right to negotiate price with the lone bidder. The prices once finalized through online reverse auction or negotiation will be termed as 'the approved prices'.
 - ix. LIC will determine the Start Price and other parameters for the Reverse Auction:
 - a. on its own and / or
 - b. Evaluating the price band information available in the commercial bids of the technically qualified bidders and / or

- c. Based on the basis of the lowest quote received in the commercial bids (indicative).
5. Based on the Total Cost of Ownership (TCO) declared by the Bidders during the Reverse Auction, the Bidders will be categorized as L1, L2, L3 etc. (In the ascending order, i.e. L1 being the Bidder with the lowest TCO, followed by L2 with the next lowest score and so on.)
6. The bidder with the L1 Quote, post the Online Reverse Auction and Commercial evaluation will be declared L1 Bidder. However, if the prices discovered as a part of the Online Reverse Auction are felt to be unrealistic for the products offered or beyond LICs budget estimates, to give a fair chance to the bidder, LIC shall call the bidder along with the OEM for a price negotiation. Post this only, the commercial bid process will be termed as complete.
7. The bidders are expected to broadly maintain the proportion of prices for various line items of Bill of Material, even when the total price has reduced in the auction. Any significant reduction in the cost of Expert Services /Professional Support/Training / OEM Services/Manpower deployment is not desired during reverse auction. LIC may require the bidder to justify and maintain reasonableness of cost of such items. LIC's decision in this matter shall be final and binding.
8. The final outcome of the bidding process will be published on the LIC website.
9. The bid price shall be in Indian Rupees.
10. **Errors & Rectification:** 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 unless it is a lower figure. If there is a discrepancy between words and figures, the amount in words will prevail.
11. The bidder would need to provide all costs in **Annexure - G Indicative Commercial bid** details. The cost summary from these will flow into the Summary sheet of Annexure G Commercial bid details.
12. After the close of online reverse auction, the L1 bidder shall provide a commercial breakup of all the line items along with the working sheet to LIC within 7 days (excluding Saturdays, Sundays and Holidays under NI Act. As applicable in Maharashtra), failing which LIC reserves the right to reject the bid and forfeit EMD.
13. The commercial figure quoted will be an all-inclusive figure inclusive of out of pocket expenses, travelling, boarding, permits, lodging and including all applicable taxes such as local sales Tax / Levies such as Octroi / Entry Tax, Local Body Tax, VAT, GST etc.
14. The bidder shall arrange the Digital certificates (at no cost to LIC) from a Certifying

Agency notified by Comptroller of Certifying Authority (CCA) as per Information Technology Act, 2000 as amended from time to time.

15. In case, only one bidder is technically qualified, no reverse auction will take place. However, LIC reserves the right to negotiate price with the lone bidder. The prices once finalized through online reverse auction or negotiation will be termed as the "approved prices".
16. 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.
17. The selected L1 bidder will be informed about the selection, the result will be notified on the LIC website as mentioned in 3.7 and the bidders are advised to visit the above website for any information in reference to this RFP. Within 7 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.
18. In the event the Bidder has not quoted or has omitted any product or service, then it will be deemed that the Bidder shall provide the same product and/or service at no additional cost to LIC.
19. At the end of warranty period, the contract may be renegotiated as mutually agreed by both parties. The Bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.
20. At this stage, the bank guarantee of the unsuccessful Bidder (s) shall be returned to their bankers. LIC will send a letter to such Bidders inform them of the returning of bank guarantee.
21. The bidder with the lowest quote at the end of the reverse auction process will become the successful bidder.
22. The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the Online Reverse Auction.
23. The successful bidder is required to provide price breakup in **Annexure-Final Commercial Bid** within 48 hours of conclusion of the Online Reverse Auction in the same proportion as indicated in the quoted commercial bid.
24. Arithmetic errors, if any, in the price breakup format will be rectified as under:
 - i. If there is a discrepancy in the unit price quoted in figures and words, the

unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.

- ii. If the Vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

25. LIC may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.

6.2.8 Request to extend validity period and EMD by LIC

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.

6.2.9 Right to accept any bid and to reject any or all Bid(s)

LIC reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to award of contract, 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 LIC's action.

6.2.10 Notification Criteria

LIC will award contract to the Successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose bid has been determined to be responsive, and is the lowest price bid at the end of online reverse auction.

6.2.11 Notification of award

After Online Reverse Auction, LIC will notify the successful bidder in writing, that its proposal has been accepted and send the Bidder the Contract Form incorporating all terms and conditions between the two parties. The Bidder, in turn, has to confirm the acceptance for the Offer made by LIC through mail or registered letter.

7. AWARD AND SIGNING OF CONTRACT

LIC will notify successful bidder L1 in writing by letter in duplicate that its bid has been accepted. The Selected bidder has to return the duplicate copy to LIC within 7 working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

The successful bidder shall be required to enter into a contract/SLA with LIC, within 15 days of the award of the tender or within such extended period as may be decided by LIC as per the terms and conditions of the RFP on a Rs.500/- non-judicial stamp-paper along with the letter of acceptance, NDA, BG and other terms and conditions as may be determined by LIC to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted. The contract/agreement will be based on bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc. and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc. The modifications to the SLA will be mutually agreed and will be accommodated in the form of addendum/schedules to the SLA since procedural aspects, services etc. will be continuously evolving. On behalf of LIC, SLA will be signed by the Officials of Central Office, IT/DT dept. Mumbai. No other contract will be required to be signed by any of other LIC-offices. LIC reserve the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.

8. SUBCONTRACTING

- a. As per scope of the RFP, the subcontracting may be explicitly prohibited or permitted. If there is no mention of subcontracting in the RFP, Bidder has to obtain written permission from LIC before contracting any work to subcontractors and obtain LIC's authorization to sub-contract for areas in the scope of work to be provided to LIC pursuant to this RFP. LIC at its own discretion may permit or deny the same.
- b. In case of subcontracting permitted, the contracting Vendor is responsible for all the services provided to LIC regardless of which entity is conducting the operations. The contracting Vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and LIC can obtain independent audit report for the same.
- c. The bidder should provide subcontracting details to LIC and if require, LIC may evaluate the same.

9. TERMS AND 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.

a. Contacting LIC

- i. No Bidder shall contact LIC on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.
- ii. 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.
- iii. Any effort by a Bidder to influence LIC in its decisions on Bid evaluation, bid comparison or contract award may result in the rejection of the Bidder's Bid.

9.1 Contract Period

- a. The initial period of contract for providing the Data Center Services for hosting will be for Five years. The DC site of LIC must be up and running so as to commence the required services within 30 days from award of contract, failing which Life Insurance Corporation of India reserves the right to levy penalty, as stipulated in the RFP.
- b. The contract period can be further extended. The Vendor/ Service Provider has to extend the period of contract at a rate of increase/decrease in per Rack hosting charge for the period beyond the initial contract of 5 years. The rate so decided needs to be agreed mutually by both parties with mutual agreement.

9.2 Insurance

The Data Center infrastructure to be offered will be covered under comprehensive insurance by the successful bidder against all risks of loss or damage, at his cost. However, taking out insurance policy shall not absolve supplier from his responsibility and liability of replacing same part/subsystem in the event of loss/damage/misplacement etc. if not covered by insurance. Should any loss or damage occur, the vendor shall:

- a. Intimate and pursue claim with the Insurance Company till settlement and
- b. Promptly make arrangements for replacement of any damaged item/s (within fifteen days of detection of damages), irrespective of the settlement of claim by the Insurance Company.

9.3 Prices

- a. The prices for the services to be rendered must be quoted in INR only.
- b. Prices must be quoted as per the Price chart of the Indicative Commercial Bid as Annexure - G

- c. The prices quoted must include all the costs / charges.
- d. The rates and amounts of applicable taxes should be quoted separately.
- e. In case of change in Government statutory taxes/ duties, the taxes and / or duties applicable as on date of providing services will be paid.
- f. The UNIT prices quoted must remain firm till the entire contract period.

9.3.1 Power Related Prices

- a. The bidder needs to provide the tariff table from the respective service provider along with the Indicative Commercial Bid.
- b. Bidder needs to mention the current electricity rate (supported by a tariff table from the respective electricity service provider) in the commercial bid and the same is indicative for the TCO Calculation purpose only. Power charges will always be on actual consumption basis.
- c. In case of captive power sources, bidder still need to submit a tariff table from the areas electricity service provider and any revision in tariff for the captive power source will be linked with the respective electricity service provider tariff table.
- d. The decision of LIC shall be final, conclusive and binding on the Bidder/party directly or indirectly connected with the component.
- e. This means that the per unit rate for the electricity quoted during the ORA will remain valid for a period of one year and will not change during this period. **After one year based on then prevalent Electricity Rate tariff, the rate may be increased or decreased accordingly for the next one year.** The revision in rates, with either increase or decrease may be done on yearly basis on proportionate basis i.e. applying the same discount as originally.
- f. In case of exceptional circumstances if the bidder changes the service provider in the interval of any yearly period, then the electricity tariff fixed for the year will remain unchanged. Bidder should quote only the Multiplication Factor against the PUE for power charges to cover the electricity consumption for devices, cooling, lighting, UPS power, consumption of diesel and all associated power heads, as well as any charges, levies and taxes. This Multiplication factor (PUE) will be fixed for the entire term of contract and extension(s), if any.

9.4 Payment Terms

- a. All payments by LIC will be made quarterly in arrears excluding monthly power charge, while power charges will be paid monthly in arrears on consumption basis throughout the tenure of the contract.

- b. The invoices towards the services provided in previous three months must be submitted 5 days before the start of next 3 months. The amount payable will be calculated after deduction of any penalty and approved by Life Insurance Corporation of India, and payments shall be released within 30 days from submission of invoices.
- c. The amount shall be remitted by NEFT/RTGS directly to the bank account of the contractor. Applicable TDS will be deducted.
- d. Note: The payments will be released only against complete and valid Tax Invoice/s (mentioning GST registration number), along with all relevant documentation.
- e. No advance payment will be released against purchase order.
- f. The payment will be made against Performance reports and invoices duly signed by the LIC officials.
- g. Payment will be released within 30 days from the date of the receipt of the invoice after obtaining sign-off given by the LIC officials.
- h. Payment of rental charges for co-location services of rack space, seating and storage area will start from the date of sign off given by LIC.
- i. Payment for rental charges for Rack will be released quarterly in arrears on submission of invoice.
- j. The power charges will be paid on based the actual consumption on monthly basis in arrears as per rate quoted as part of the Commercial Bid. Successful Bidder has to submit Electricity Bill pertaining to entire Data Centre facility on monthly basis for LIC reference.
- k. Payment for network link charges will be released on quarterly in arrears. Bidder needs to submit link uptime report along with invoice.
- l. For one-time implementation charges, payment will be released on submission of invoice and sign off report from the concerned LIC official confirming the successful execution of the task.
- m. The payment terms will also be applicable for extension in services and/ or scaling of hardware, if and as applicable as per the bid terms.
- n. Any penalties / liquidated damages imposed on the bidder for non- performance will be deducted from the payment as deemed necessary.
- o. Bidder has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.

9.5 Penalty for delay/ non-performance / un-satisfactory Services

Detailed Service Levels & Definitions, Performance Measurements and associated Penalty Charges, Fault Reporting, Trouble Ticketing & Call Closure Procedure are applicable as per the **Annexure - K**.

9.6 Completeness Responsibility

- a. Offer from bidder has to be complete in all respects to comply with the specifications, whether some items are specifically mentioned or not, but required to comply with the quality, quantity and other features of the services.
- b. Notwithstanding the scope of work, engineering, supply and services stated in the RFP document, any equipment, item, material, services, licenses, technical data, engineering or technical services etc., which might not have been specifically mentioned under the scope of supply of this RFP and which are not expressly excluded from the RFP, but which are necessary for the performance of the quoted solution to comply with the specifications, will be treated to be included in the bid and will have to be provided (and /or performed) by bidder, at no extra cost to LIC.

9.7 Force Majeure or Unforeseen events

LIC may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay, non- performance, short performance, in services or other failure to perform its obligations under the contract, is the result of a Force Majeure. Force Majeure is defined as an event or effect that cannot reasonably be anticipated such as acts beyond the reasonable control (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Vendor only)of the Bidder excluding those involving supplier's/OEM faults. Such events may include, but are not restricted to of God (like earthquakes, floods, etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises, acts of the government in its sovereign capacity, wars or revolutions, riots, labour and industrial disputes, fires, floods, epidemics, quarantine restrictions and freight embargoes or any other act beyond control of the bidder.

- 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
- 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. The Vendor will make all reasonable efforts to minimize the effects of such circumstances on the performance of the contract.
- 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.
- d. If non-performance or diminished performance by the Vendor due to the circumstances as per 9.7.b 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.

- e. If the Contract is terminated:
 - i. Each party will bear its own costs and neither party will incur further liability to the other;
 - ii. Where the Vendor is the Affected Party, it will be entitled to payment for Services Accepted or work performed prior to the date of termination of the contract.

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

9.8 Indemnity

9.8.1 Indemnity clause 1

- a. Subject to Clause 9.8.2 below, the successful bidder shall indemnify, protect and save LIC from/against all claims (financial, legal and other), losses, costs, damages, expenses, action suits and other proceeding, resulting from any damage / loss to infrastructure at DC and DR sites, infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc., any claims from third party, corporation or other entity (including LIC) attributable to the Vendor's negligence or wilful default in performance or non-performance under the contract, other statutory infringements in respect of the DC/DR sites and services provided by successful bidder. If LIC promptly notifies Vendor in writing of a third party claim against LIC that any Service provided by the Vendor infringes a copyright, trade secret or Indian patents of any third party, Vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Vendor will not indemnify LIC, however, if the claim of infringement is caused by:
 - i. LIC's misuse or modification of the service;
 - ii. LIC's failure to use corrections or enhancements made available by the Vendor;
 - iii. LIC's use of the Service in combination with any product or information not owned or developed by Vendor;
 - iv. LIC's distribution, marketing or use for the benefit of third parties of the Service; or
 - v. Information, direction, specification or materials provided by LIC or any third party contracted to it.
- b. If any Service is or 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,
 - 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.

9.8.2 Indemnity clause 2

The indemnities set out in Clause 9.8.1 shall be subject to the following conditions:

- a. LIC as promptly as practicable informs the Vendor in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- b. LIC will, at the cost of the Vendor, give the Vendor all reasonable assistance in the Defence 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 Defence;
- c. If the Vendor does not assume full control over the Defence of a claim as provided in this Article, the Vendor may participate in such Defence 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;
- d. LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Vendor;
- e. 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 for all liability in respect of such claim; and
 - ii. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- f. LIC will account to the Vendor for all awards, settlements, damages and costs (if any) finally awarded in favour of LIC which are to be paid to it in connection with any such claim or proceedings;
- g. 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;
- h. in the event that the Vendor is obligated to indemnify LIC pursuant to this Article, the Vendor will, upon payment of such Indemnity in full, be subrogated to all rights and defences of LIC with respect to the claims to which such indemnification relates; and
- i. if a Party makes a claim under the indemnity set out under Clause 10.8.1 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).

9.9 Liability

Except in cases of criminal negligence or wilful misconduct and in the case of infringement of patent, IPR, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the vendor and used/consumed by LIC, the Supplier/vendor shall not be liable to LIC, whether in contract tort or otherwise, for any indirect

or consequential loss of damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/vendor to pay liquidated damages to LIC and the aggregate liability of the Supplier/vendor to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

9.10 Obligation to Maintain Insurance

In connection with the provision of the Services, the Vendor must have and maintain for the Contract Period, valid and enforceable insurance policies for: public liability; either professional indemnity or errors and omissions; workers' compensation as required by law.

9.11 Business Continuity

The bidder agrees for the following continuity arrangements to ensure the business continuity of LIC:

- a. In the event of this agreement comes to end on account of termination or by the expiry of the term/renewed term of the agreement or otherwise, the bidder shall render all reasonable assistance and help LIC and to any new service provider engaged by LIC, for the smooth switch over and continuity of the services.
- b. In the event of failure of the bidder to render the service, without prejudice to any other right LIC shall have as per this agreement, LIC at its sole discretion may make alternate arrangements for getting the services from any other source. And if LIC gives a prior notice to the service provider before availing such service from any other alternative source, the service provider shall be liable to reimburse the expenses, if any incurred by LIC in availing such services from the alternative source.

9.12 Confidentiality and Privacy

9.12.1 Confidential Information not to be disclosed

- a. Information relating to the examination, clarification, comparison and evaluation of the proposals submitted shall not be disclosed to any of the responding firms or their representatives or to any other persons 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 proposal.
- b. The Bidder including but not limited to its personnel, its partners, 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 F (NDA)**.
- c. 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:

- i. 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,
 - ii. Advise each such employee, before he or she receives access to information, of the obligation of bidder under this agreement and require such employees to honour 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.
- d. Violation of NDA will lead to forfeiture of performance Bank guarantee and additionally will lead to legal action and blacklisting.

9.12.2 Exceptions to obligations

The obligations on the parties under this clause 9.12.2 (Exceptions to obligations) will not be taken to have been breached to the extent that Confidential Information:

- a. is disclosed by a party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under the contract;
- b. is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;
- c. is disclosed by LIC;
- d. is disclosed by LIC, in response to a request by a House or a Committee of the Parliament/ Assembly;
- e. is authorized or required by law, including under the contract, under a license or otherwise, to be disclosed; or
- f. Is in the public domain otherwise than due to a breach of this clause 9.12.2 (Exceptions to obligations).
- g. lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential
- h. Independently developed by the Recipient without use or reference to such Confidential Information.

9.12.3 Obligations on disclosure

Where a party discloses Confidential Information to another person:

- a. Pursuant to clauses a) and b) of 9.12.2 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; or
- b. Pursuant to clauses c) and d) of 9.12.2 above, the disclosing party must notify the receiving party that the information is Confidential Information.

9.12.4 Additional confidential information

- a. 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.
- b. 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.

9.12.5 Period of confidentiality

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

- a. Any item of information, for the contract period and one year thereafter; and
- b. 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

9.13 Protection of personal information

9.13.1 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.

9.13.2 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.

9.14 Conflict of interest

9.14.1 Warranty that there is no conflict of interest

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.

- a. A Vendor will not have a conflict of interest that may affect the Services.
- b. LIC requires that the Vendor provides professional, objective, and impartial services and at all times hold LIC's interests paramount, avoid conflicts with other assignments or its own interests, and act 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.

- c. 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.

9.14.2 Notification of a conflict of interest

The Vendor shall make a disclosure to LIC as soon as any potential conflict comes to their notice but in no case later than 7 (seven) 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 this Services or otherwise, and convey its decision to the Vendor within a period not exceeding 15 (fifteen) days.

9.14.3 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.

9.14.4 Roles and responsibilities

The following presents the roles and responsibilities along with the deliverables of the LIC and Vendor during the envisaged phases comprising conceptualization, development, implementation/ support and exit phase.

a. Role of LIC

- i. Escalation matrix
- ii. Scope of work
- iii. RACI (Responsible Accountable Consulted inform)matrix
- iv. Payment as per schedule.
- v. Monitoring and reviewing timelines as per RFP.
- vi. The other roles of LIC will be defined with the vendor subsequently.

b. Role of Vendor

- i. Escalation matrix
- ii. Adherence to RACI (Responsible Accountable Consulted inform) matrix

- iii. To ensure that the project is completed as per scope of work and time lines are adhered to.
- iv. Proper liaison with LIC officials for smooth implementation of project.
- v. Meeting the requirements as defined in the Annexure K.

9.14.5 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 nonresponsive;
- 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.

9.15 Security

9.15.1 Compliance with LIC requirements / Regulatory Compliance

The Vendor will ensure that its personnel comply with:

- a. All relevant security and other requirements specified in LIC's Information Security Policy, if the same has been made aware by LIC;
- b. Any other security 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.
- c. Any other regulatory guidelines about IT security issued by Regulator.

9.15.2 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. LIC is responsible for all costs associated with obtaining security clearances.

9.15.3 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; or
- b. Take LIC Data or allow LIC Data to be taken outside of offices premises of LIC.

9.16 Termination

- a. The contract will remain valid till all obligations of the contractor, as stipulated in the contract are fulfilled.
- b. The successful bidder acknowledges and agrees that timely performance of all obligations is essence of contract. In case of any delay, under or non- performance is not cured by the successful bidder within time limit given in this RFP and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate/cancel the contract by giving one month's notice, without assigning any reason. The successful bidder agrees and accepts that he shall be liable to pay damages claimed by LIC, in the event of termination/breach of terms of this RFP /contract etc. as detailed in penalty clause in the **Annexure - K**
- c. However, in case of termination /cancellation of Contract, the Contractor cannot absolve their responsibility towards the assets owned by LIC and kept / stored in their Co-Location Data Centre facility and has to comply with the requirement stipulated in this document. The successful bidder shall have no right of termination of Contract.
- d. 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.
- e. 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.
- f. 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.
- g. Bid with insufficient information to permit a thorough analysis may be rejected.
- h. 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.

- i. 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.

9.16.1 Termination and reduction for convenience

- a. LIC may, at any time, by a prior written notice of 90 days, **terminate** the contractor and / or reduce the scope of the Services.
- b. 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.
- c. If the contract is terminated, LIC is liable only for payments in respect of services rendered before the effective date of termination.
- d. 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.
- e. 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.
- f. 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.

9.16.2 Termination by LIC for default

- a. Notwithstanding what has been stated in clause 9.17.3 (GENERAL OBLIGATIONS OF THE PARTIES.) of this Agreement LIC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or part if the Vendor fails to deliver any or all of the systems within the period(s) specified in Scope of Work of the RFP, or if the Vendor fails to perform any other obligation(s) under the Contract.
- b. In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered, and the Vendor shall be liable to LIC for any excess costs for such

similar systems or Services. However, the Vendor shall continue the performance of the Contract to the extent not terminated.

9.16.3 Termination for Insolvency

- a. 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.
- b. 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.

9.16.4 After termination

On termination of the contract the Vendor must:

- a. Stop work on the Services;
- b. deal with LIC Material as directed by LIC; and
- c. Return all LIC's Confidential Information to LIC.

9.16.5 Survival

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

- a. Clause 9.32 --- (Intellectual Property Rights);
- b. Clause 9.8 --- (Indemnity);
- c. Clause 9.10 --- (Insurance);
- d. Clause 9.12 --- (Confidentiality and privacy);
- e. Clause 9.13 --- (Protection of personal information);
- f. Clause 9.15 --- (Security);
- g. Clause 9.16.10 --- (Knowledge transfer) .

9.16.6 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.

9.16.7 Termination does not affect accrued rights

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

9.16.8 Consequences of Termination of the Selected Bidder

- a. 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.
- b. The terminated vendor shall support takeover of the solution by LIC or a new vendor selected by LIC for continuity of the project during the period of transition. This period of transition shall not exceed six months from the effective date of termination.
- c. Nothing herein shall restrict the right of LIC to invoke the Performance Bank Guarantee and take other actions as defined in this RFP and pursue such other rights and/or remedies that may be available under law or otherwise.
- d. 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.

9.16.9 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.

9.16.10 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.

9.16.11 Consequences of Termination of the Selected Bidder

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

9.17 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 or by email.

9.17.1 Service of notices

A Notice must be:

- a. In writing, in English and signed by a person duly authorized by the sender; 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.

LIC's Address for notices:

Executive Director (IT / Digital Transformation)
Life Insurance Corporation of India,
Central Office, IT Department,
Jeevan Seva Annexe, 3rd Floor, South Wing,
S.V. Road, Santacruz West,
Mumbai, Maharashtra – 400054.

Bidder's Address for notices:

Notices served at any address other than above shall not be treated as served or delivered. The successful bidder shall provide the contact details of their officials for similar communication from LIC.

9.17.2 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);

9.17.3 General obligations of the parties

The Selected vendor will, at all times:

- a. Act reasonably in performing its obligations;
- b. Diligently perform their respective obligations' and work together with LIC in a collaborative manner.
- c. The Vendor will supply the Services:
 - i. With due skill and care and to the best of the Vendor 's knowledge and experience;
 - ii. In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, leading practice and guidelines;
 - iii. Using the Specified Personnel;
 - iv. In accordance with all applicable Laws;
 - v. In accordance with any reasonable directions in relation to the Services given by LIC from time to time;
 - vi. 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;
- d. The Vendor will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
- e. The Vendor will be obliged to work closely with LIC's staff, act within its own authority and abide by directives issued by LIC and undertake implementation activities.

- f. 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.

9.17.4 Warranties

The Vendor will have to represent and warrant that:

- a. It has the right to enter into the Contract resulting this RFP;
- b. It has all rights, title, licenses, interests and property necessary to lawfully perform the Services;
- c. Its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
- d. The Services will be complete, accurate and free from material faults; and
- e. It will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into LIC's systems or any Deliverables any Harmful Code.

9.17.5 Access to LIC'S Premises

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

9.17.6 Conduct at LIC's Premises

The selected Bidder 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.

9.18 Non Waiver

The failure or neglect by either of the Parties to enforce any of the terms shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof.

9.19 Assignment

The successful bidder shall not assign, delegate or otherwise transfer any of its rights or obligation under this Contract without prior written permission of LIC.

9.20 Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to

the contrary contained in this RFP, the LIC shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the –Prohibited Practices) in the Evaluation Process. In such an event, the LIC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to LIC for, inter alia, time, cost and effort of LIC, in regard to the RFP, including consideration and evaluation of such bidder’s Proposal.

- b. Without prejudice to the rights of the LIC under Clause above and the rights and remedies which the LIC may have under the Letter of Notification of Award or the Agreement, if Bidder, as the case may be, is found by the 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 Letter of Notification of Award 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 hereinafter respectively assigned to them:

A) “Corrupt practice” means

- i. 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

- ii. 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 person 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 Life Insurance Corporation of India 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 bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

9.21 Consortiums 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 need to fulfill all the eligibility criteria and technical evaluation criteria in its individual capacity unless mentioned otherwise.

9.22 Performance Bank Guarantee (PBG)

- a) A Performance Bank Guarantee (as per **Annexure - I**) to the tune of **5 %** of the annual cost shall be submitted by the selected Vendor, 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 sixty three (63) months from the date of submission and thereafter shall be renewed and submitted to LIC one (1) month before the expiry of the PBG with validity of three (3) months beyond the extended contract period for the maintenance of the setup provided. The PBG may 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.
- b) 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/- (Rupees Five Thousand Only) per day, subject to maximum penalty of Rs.65,000/- (Rupees Sixty Five Thousand Only). The Bank Guarantee should be as per the format given as **Annexure I** and should be executed by a Nationalized/ Scheduled bank acceptable to LIC and having Branches in Mumbai.

- c) In case the selected bidder fails to submit performance bank guarantee even after the elapse of 28 working 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. LIC reserves the right to award the bid to second/subsequent bidder or go for retender. LIC at its discretion may cancel the notification placed on the selected bidder without giving any notice.
- d) 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 and fails to discharge their contractual obligations during the period or LIC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.
- e) The PBG should be valid for the entire contract period from the date of its submission to LIC and an additional 3 months from the date of expiry of contract.
- f) In case of extension of the contract by LIC, the vendor should submit fresh PBG of the same amount or extend the validity period of the submitted PBG to cover the extended validity period of the tender. This should happen within one month prior to the expiry of the earlier PBG, unless otherwise intimated by LIC.
- g) Format for submitting the unconditional and irrevocable Bank Guarantee is attached herewith as **Annexure I** and should be executed by a Nationalized/ Scheduled bank acceptable to LIC and having Branches in Mumbai.
- h) The PBG will not carry any interest.
- i) The PBG may be required to be submitted in multiple numbers, if required by LIC.
- j) The PBG may be invoked for entire amount if the vendor backs-out of his obligations as per this tender or if the fresh PBG is not received by LIC one month prior to the expiry of the earlier PBG; apart from other actions that may be decided by LIC.
- k) 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 honor 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

- l) The performance guarantee will be discharged by LIC and returned to the issuing Bank with intimation 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.
- m) 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 60 days beyond the duration of the Contract as amended, including warranty obligations.

9.23 Contracting

- a. The notified Bidder who submits the Performance Bank Guarantee as above will enter into the contract for the execution of this project with LIC as per the terms and conditions of this RFP.
- b. LIC reserves the right to incorporate standard contract provisions and the contract shall at all times be compliant to:
 - 1) "Contract Agreement for Selection of System Integrators/ Implementation Agencies"
<http://deity.gov.in/content/rfp-standardization-model-rfps-and-guidance-notes>
 - 2) Provision of the CVC, GEM and GOI on procurements. General Financial Rules 2017 for contract management.
<https://dea.gov.in/sites/default/files/GFR2017%20%282%29.pdf>
 - 3) "Contract Agreement for Selection of System Integrators/ Implementation Agencies"
https://www.meity.gov.in/writereaddata/files/eDistrict Model-SI-RFP-Volume-3_Sep2012.pdf
- c. LIC reserves the right to incorporate standard contract provisions into any contract negotiated as a result of any proposal submitted in response to this RFP. These provisions may include such things as the normal day-to-day relationships with the Bidder, but may not substantially alter the requirements of this RFP. Further, the successful Vendor is to be aware that all material submitted in response to this RFP, as well as the RFP itself, will form a part the final contract. The selected Vendor(s) will sign a contract with LIC to provide the items named in their responses, at the prices listed. The Contract will be subject to review throughout its term. LIC will consider cancellation of contract upon discovery that the selected Vendor is in violation of any portion of the Contract, including an inability by the Vendor to provide the products, support and/or service promised in their response.
- d. 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.

- i. LIC reserves the right at the time of award of contract and during the term of the contract to vary the quantity of services and goods specified in the RFP without any change in unit prices or other terms and conditions.
- ii. LIC, at all times, reserve the right to modify, include or exclude procurement of products under consideration in this RFP if it is to LIC's advantage to do so.
- iii. LIC reserves the right to shift/divert the equipment to other locations from where they are. In such cases, the warranty / AMC shall continue to be in force at the new location and the supplier has to continue to extend his support for the same at the new location.

9.24 Signing of Contract

Post submission of Performance Guarantee by the successful bidder, LIC shall enter into a contract with the successful bidder, incorporating all clauses of RFP, all clarifications and the response to the RFP of the successful bidder.

9.25 Pricing & Taxes

- a. The prices quoted in topic wise classification as per Final Commercials with break up must remain firm till the entire contract period. It is to be ensured that the prices are inclusive of all taxes, duties, levies, GST etc. as applicable. No expense other than GST (at actuals on production of original Invoice in favour of LIC) will be reimbursed along with the payment due.
- b. Vendor will be entirely responsible for upfront payment of all applicable taxes like Central / State levies, sales tax, Octroi, VAT, excise duty, cess, license fees, road permits, service tax, GST etc. in connection with delivery of products/services.
- c. VAT/CST/GST shall be mentioned in the Invoices and payments will be made as per invoices submitted. Octroi/local entry tax/ LBT/ Service Tax, wherever applicable, shall be mentioned in the Invoices submitted and shall be reimbursed as per actual on production of the original receipt in proof of having paid the said taxes on behalf of LIC. In case concrete evidence of having paid the appropriate taxes is not submitted within a maximum period of two months from the date of payment of the taxes, the Vendor will not be eligible for any reimbursement on this count. Once prices are approved by LIC, The Vendor should not under any circumstances request for an increase in them except for power related prices.
- d. LIC will deduct taxes from the amounts due and payable to the Vendor wherever applicable. LIC will provide Vendor with the statement of any taxes deducted by LIC on payments under the contract. The Vendor agrees to reimburse and hold LIC harmless from any deficiency including penalties and interest relating to taxes including recovery of any tax retrospectively that are its responsibility under this clause. For purposes of

the contract, taxes shall include taxes incurred on transactions between LIC and the Vendor.

9.26 Approved Rates under RFP

- a. The rates approved by LIC as per the Online Reverse Auction will be valid for duration of contract from the date of ORA. The selected bidder should ensure that the components and services quoted would be available for supply for Purchase Orders issued for duration of contract from date of ORA. If, at any time during this period, in case those items quoted are not available, the Vendor should supply items with equivalent or higher configurations at the approved rates, subject to evaluation/ OEM certificate wherever required and LIC's approval.
- b. Price of the components and services quoted in commercial breakup will remain same throughout the contract period for PO issued.

9.27 Repeat Orders.

LIC reserves the right to place repeat orders for additional rack space, seating, permanent storage space, hardware and services on the same, terms & conditions.

- a. Request for change in approved rates shall not be considered.
- b. LIC also reserves the right to negotiate rates of 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 arranged 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.

9.28 Placing of Orders

- a. Placing orders for all requirements and payments will be made by LIC Central Office, Mumbai or the respective Zonal/Divisional office under whose jurisdiction the colocation site is located. Purchase Order will be placed through LIC's Purchase Order Module or by any means which is convenient while placing such an order.
- b. The Vendor should point out any discrepancy/ deficiency in the 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. The signed hardcopy of the Purchase Order will also be issued by the respective LIC Office which has sent the electronic Purchase Order generated through the LIC's Module and the same has to be acknowledged by the Vendor. The date of the Purchase Order will be the date on which the Purchase Order is generated through the PO Module and sent to the

Vendor. LIC will not be responsible for non-receipt of the PO due to any mail server/ firewall etc., issues at the Vendor's end.

- c. Purchase Order for any component / services may be issued by LIC in a staggered manner. Additional requirements may also come up during the validity/ extended period when new offices are opened. Additional requirements from existing offices may also come up for which components / services will be required.

9.29 Varying the services in the scope of work

9.29.1 Variations proposed by LIC

LIC reserves the right to make any changes in the scope of contract. Any change in the general scope will be informed to the vendor in writing.

If LIC wants to vary the Services mentioned in the scope of work:

- a. LIC will communicate the Vendor in writing setting out the proposed variations;
- b. within 7 days after receiving LIC's communication 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 particular 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. After receiving the Vendor's response, within a period mutually agreed, LIC will give the Vendor a written notice accepting or rejecting the proposal.

9.29.2 Effective Date of Variation

Any variation in the service 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.

9.29.3 Change Order

- a. If any such change causes an increase or decrease in the cost of, or the time required for, the vendors' 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 30 days from the date of the vendor's receipt of LIC's change order.
- b. It should be understood that payment under this clause will be made only if Change orders are exercised and approved by LIC and delivered by the Vendor.

9.29.4 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 bidder and its costs would be discussed and finalized in discussions with the Bidder. The basis of this cost would be as quoted by the bidder in the **Final Commercial Bid**.

It should be understood that payment under this clause will be made only if Change requests are exercised and approved by LIC and delivered by the Vendor.

9.29.5 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 vendor. Any changes in law, taxes and policies shall be governed through the provision of clause 9.25 (Pricing & Taxes).

9.29.6 Co-operation with Personnel and Entities interacting with LIC

The Vendor, will, in the performance of the Services:

- a. Fully co-operate with LIC's Personnel and any other entity interacting with LIC; and
- b. Use its best efforts to coordinate its activities so as to support and facilitate, in LIC's best interests, the timely and efficient completion of all work and other activities to be performed for LIC by any person.

9.29.7 Change in Constitution

Any change in the constitution of the firm, etc. shall be notified forth with by the vendor in writing to LIC and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

9.30 Performance Assessment

9.30.1 Assessment of Services

Each element of the Services is subject to assessment by LIC against the relevant Performance Criteria.

9.30.2 Notice of non-compliant Services

- a. 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.
- b. LIC will include reasons for the Services not meeting the specifications in the notice given under clause 9.30.2.a (Notice of non-compliant Services).

9.30.3 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:

- a. 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.
- b. Give notice to LIC when the Services have been corrected; and
- c. 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.

9.31 Personnel

9.31.1 Use of Specified Personnel

- a. 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.
- b. Ensure that each of the Specified Personnel is aware of and complies with the Vendor's obligations in providing the Services.

9.31.2 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:

- a. 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
- b. Obtain LIC's written consent prior to appointing any such replacement person.

9.31.3 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 in accordance with the process outlined above in 9.31.2 (If the specified Personnel are not available).

9.32 Intellectual Property Rights

As part of this project bidder/service provider will use software/tool to deliver services. If the use of any such software by / for LIC, infringes the intellectual property rights of any third person, bidder shall be primarily liable to indemnify LIC to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder under this project.

9.32.1 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 as Auxiliary Material for the purpose of performance of services under this RFP and resulting contract.

9.32.2 LIC ownership of Intellectual Property Rights in Contract Material

- a. All Intellectual Property Rights in the Contract Material shall vest in LIC;
- b. 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.

9.32.3 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.

9.32.4 IPR Warranty

The Vendor will warrant that:

- a. The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and

- b. It has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause 9.32. (Intellectual Property Rights).

9.32.5 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 under clause 9.8 (Indemnity) and to any other rights that LIC may have against it, promptly, at the Vendor's expense:

- a. 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
- b. 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.
- c. 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.

9.32.6 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 contract 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.

9.33 Moral Rights

9.33.1 Obtaining consents

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

- a. give, where the Vendor is an individual; and
- b. 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.

- c. Adding any additional content or information to the Contract Material.

9.33.2 Specified Acts

In this clause, Specified Acts means:

- a. Crediting 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);
- b. Materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material;
- c. Reproducing, communicating, adapting, publishing or exhibiting any Contract Material

9.34 Payment Terms

- a. Placing orders for all requirements and payments will be made by LIC Central Office, Mumbai or the respective Zonal/Divisional office under whose jurisdiction the colocation site is located. Purchase Order will be placed through LIC's Purchase Order Module or by any means which is convenient while placing such an order.
- b. Payment will be made for the quarterly bill at one time and not in piecemeal.
- 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. The penalty charges if any, during 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.
- e. All payments by LIC will be made quarterly in arrears excluding monthly power charge, while power charges will be paid monthly in arrears on consumption basis throughout the tenure of the contract.
- f. No interest on any payment will be paid by LIC.
- g. Payments will be made only on vendor completing all activities for that Phase as per the agreed project plan and phase completion sign off for the same from LIC.
- h. LIC reserves the right to temporarily withhold payments and impose penalty, if it is not satisfied with progress made during that period or if there is a delay in activity timelines.

- i. LIC shall make payments in Indian Rupee (INR) on receipt of invoices, after deduction of penalties (if any) and applicable taxes at source from the agreed price to the selected Vendor.
- j. The payment will be released by LIC Central Office, Mumbai or the respective Zonal/Divisional office under whose jurisdiction the colocation site is located. Payment related objections, if raised after 3 months from the date of release of payment, would not be entertained. Such objection must be raised in writing.
- k. The vendor is also duty bound to report to LIC about any short recovery of taxes, cess, etc. at source. Such reporting to LIC should also happen at the earliest. In case, vendor fails to inform LIC about such short recoveries of tax, cess, etc. at source, LIC will have the right to recover all short recoveries of tax, related cess and surcharges, interest and penalties as per the demand note of Income Tax dept. or any other govt. body or regulator.
- l. The vendor shall be solely responsible to make payment to OEM Vendors.
- m. Payment towards any additional/Change orders for onsite will be due only if any change orders is exercised & approved by LIC and delivered by the Vendor.
- n. The Amount against Penalties, if any, will be recoverable from the Payment OR from any other payment due to the Vendor OR from performance Bank Guarantee.
- o. Following documents will be required to be submitted for release of payment:
 - i. Invoice printed on Vendor's own letterhead (with reference of Purchase order, description of goods/ services delivered, quantity, unit price, total amount).
 - ii. Proof of payment of Octroi / Entry Tax / GST (wherever applicable).
 - iii. Sign-off from LIC for completion of each phase of each activity.
- p. No other payment of any kind will be made other than the Contract Value.
- q. **Expenses:** It may be noted that LIC will not pay any amount/ expenses/ charges/ fees/ travelling expense/ boarding expenses/ lodging expenses/ conveyance expenses/ out of pocket expenses other than 'the Agreed Contract Value'.

9.34.1 Obligation to pay

LIC will pay to the Vendor for the deliverables & Services, subject to:

- a. Subject to the clause 9.34 (Payment Terms); and
- b. The deliverables & Services meeting the SLA.

9.34.2 Liquidated Damages

- a. The delivery & installation of the entire system consisting of software and services will be as per the Schedule of Service Level Agreement mentioned in this RFP; failure to do so will attract penalties. If, at any time during the performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the systems and/or Services, the Vendor shall promptly notify LIC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Vendor's notice, LIC shall evaluate the situation and may, at its discretion, extend the Vendor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- b. There shall be a penalty for non-adherence to the time schedule as per Annexure K. The total penalty will be capped at 10 % of the total contract value.
- c. **Penalties:** All activities have to be completed as per agreed timelines. For the first 6 weeks, penalty of 1% of the total contract value will be imposed for the related Phase per week of delay or part thereof. Thereafter, the rate of penalty will be 2% of the total contract value of the related Phase per week or part thereof.
- d. If the penalties are beyond 10% of the total contract value then LIC may rescind the Contract and shall be free to get it done from some other source at the risk and costs of the Bidder. The Bidder may be debarred for applying in future assignments. The PBG of the vendor will be forfeited. LIC reserves the right to award the bid to second/subsequent bidder or go for retender.
- e. The Vendor will ensure that all services and systems perform without defect or interruption as per the SLAs specified in the RFP. The vendor will make all-out effort to ensure that all systems perform without defect or interruption.

9.34.3 Incorrect Invoices, under/over Payment

If an invoice is found to have been rendered incorrectly after payment, any under payment or over payment will be recoverable by or from the Vendor, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by LIC to the Vendor under the contract.

9.34.4 Due Date for Payment

LIC will make payment of a correctly rendered invoice on undisputed work within 30 working days after receiving the invoice.

9.34.5 Expenses

- a. The Vendor will not be entitled to charge LIC for any other fees, charges or expenses (including travel and accommodation, document reproduction, transportation and courier charges, and telecommunications charges, etc.) in addition to the Charges mentioned in the Payment Schedule.
- b. LIC is under no obligation to pay any amount in excess of the Charges mentioned in the Payment Schedule.

9.35 Terms & Conditions for maintenance of the setup

- a. 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.
- b. Wherever any system has to be replaced, the Vendor is required to uninstall / reinstall and maintain the system/s at the new setup, without any extra cost on account of reinstallation.
- c. 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 systems without clearance from LIC's authorized Officials.

9.36 Periodic Review & Inspection

LIC will conduct periodic review and inspection, as and when required, to review vendor performance/ financial stability / service reliability / SLA as per the metrics / criteria defined in the RFP / SLA.

9.37 Resolution Time

As defined in Annexure K.

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9.38 Fault Reporting, Trouble Ticketing and Call Closure Procedure.

As defined in Annexure K.

9.39 Exclusions from Downtime Calculations

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

- a. Scheduled downtime on account of preventive maintenance, system testing and acceptance test, system upgrades approved by designated LIC official.
- b. Failure due to LIC's application and application configuration.

9.40 Disputes

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:

9.40.1 Reconciliation Process

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.

9.40.2 Notification

A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

9.40.3 Parties to resolve Dispute

- a. During the 30 days after a notice is given under clause 9.40.2 (Notification) (Or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period 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 modifications, Rules, or enactments thereof.
- b. Each party shall appoint its Arbitrator and the two respective arbitrators appointed by each party shall appoint presiding arbitrator to adjudicate the dispute, difference, or claim between the parties.

- c. The arbitration proceedings shall be conducted in English Language and the venue of the arbitration shall be Mumbai. The parties agree that the award passed by the arbitrators shall be final and binding upon the parties. The parties hereby further agree to submit themselves to the exclusive jurisdiction of the courts in Mumbai. The cost of arbitration shall be borne by the parties in such manner, as the arbitrator shall decide in the arbitral award.
- d. In the event of any dispute or disagreement over the interpretation of any of the terms herein above, clarifications, annexure(s), etc. contained or claim of liability the same will be referred in writing to an arbitrator appointed by mutual consent of both the parties, 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.

9.40.4 Confidentiality

Any information or documents disclosed by a party under this clause:

- a. Must be kept confidential; and
- b. May only be used to attempt to resolve the Dispute.

9.40.5 Costs

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.

9.40.6 Termination of process

A party to a Dispute may terminate the dispute resolution process by giving notice to the other party after it has complied with the provision of this clause & sub-clauses survive termination of the dispute resolution process.

9.40.7 Breach of this clause

- a. If a party to a Dispute breaches provision of this clause, the other party does not have to comply with those clauses in relation to the Dispute.
- b. 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.

9.41 Right of Publicity

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

If the Vendor is required by law or a regulatory body to make a public announcement in connection with the contract or any transaction contemplated by the contract the Vendor must, to the extent practicable, first consult with and take into account the reasonable requirements of LIC.

9.42 Transition Support

In the event of expiry of term / termination of the contract the bidder shall provide all such assistance to LIC and/or the new vendor selected by the LIC to access to the facility, use of lift / service lift, entry permission for vehicles, parking of vehicles closer to the lift, providing trolley to carry heavy equipment's, gate pass for the equipments and manpower deployed etc.

9.43 Privacy and Security Safeguards

The bidder shall not publish or disclose in any manner, without the LIC's prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under this contract or existing at any LIC location. The bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the LIC (removed for repair, replaced or upgraded) are cleared of all LIC data and software. The bidder shall also ensure that all subcontractors (if permitted in contract) who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the LIC's prior written consent, the details of any security safeguards designed, developed or implemented by the bidder under this contract or existing at any LIC location.

9.44 Governing law and jurisdiction

The contract 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 of the jurisdiction specified in the Contract Details and hence, any legal dispute will come under the jurisdiction of Mumbai High Court only.

9.45 Approvals and consents

Except where the contract expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or with hold any approval or consent under the contract.

9.46 Assignment and Novation

A party may only assign its rights or novate its rights and obligations under the contract with the prior written consent of the other party.

9.47 Road Permit

Road/entry permit etc. which may be required for entry into a State for supply of the equipment"s to the locations mentioned in Purchase Orders, will have to be obtained by the Vendor, without any additional cost to LIC. If required, on receiving a written request from vendor, a declaration (Whom so ever it may concern) may be given by LIC to the Vendor to the effect that the equipments/goods are as per the purchase order issued by LIC and these are for LIC"s own use and not meant for any resale or for any manufacturing or packing of any goods for sale. The vendor has to take care of all other formalities which may be required for obtaining the Road-Permit / Entry permission.

9.48 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to the contract and any transaction contemplated by it.

9.49 Waiver

Waiver of any provision of or right under the contract:

- a. must be in writing signed by the party entitled to the benefit of that provision or right; and
- b. is effective only to the extent set out in any written waiver.

9.50 Relationship

- a. The parties must not represent themselves, and must ensure that their officers, employees, and agents do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.
- b. The contract does not create a relationship of employment, agency or partnership between the parties.

9.51 Announcements

- a. The Vendor must, before making a public announcement in connection with the contract or any transaction contemplated by it, obtain LIC's written agreement to the announcement.
- b. If the Vendor is required by law or a regulatory body to make a public announcement in connection with the contract or any transaction contemplated by the contract the Vendor must, to the extent practicable, first consult with and take into account the reasonable requirements of LIC.

9.52 Performance Guarantee

- a. The proceeds of the unconditional and irrevocable performance guarantee shall be payable to LIC as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract.
- b. The unconditional and irrevocable performance guarantee will be discharged by LIC and returned to the issuing Bank with intimation to the Vendor not later than 15 days following the date of completion of the Vendor's performance obligations including any warranty obligations under the contract.
- c. In the event of any contract amendment the Vendor shall within seven days of receipt of such amendment furnish the amendment to the unconditional and irrevocable Performance guarantee rendering the same valid for the duration of the Contract as amended for 30 days after the completion of performance obligations including warranty obligations.
- d. In the event of any replacement of defective software systems / defective deliverables or part as per this RFP after issuance of PO during the warranty period, the warranty for the replaced material shall be extended to a further period of 180 days beyond the current warranty period and the unconditional and irrevocable Performance Bank Guarantee for proportionate value shall be extended by 180 days over and above the extended warranty period.

9.53 Rights reserved by LIC.

- a. 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.
- b. LIC reserves the right to accept or reject any RFP and annul the RFP process and reject all RFP's, at any time prior to award of agreement without assigning any reason what so ever and without thereby incurring any liability to the affected Vendor(s). Reasons for cancellation will be determined by LIC at its sole discretion.
- c. LIC reserves the sole right to decide on the hardware configuration and the quantity thereof to be ordered as also the locations for purchase of Integrated Systems/Hardware and/ or peripherals.

**EXECUTIVE DIRECTOR
(IT/Digital Transformation)**

Annexure A: Pre-Contract Integrity Pact

Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12.08.2024

**[To be submitted on a stamp paper of Rs.500/- (Rupees five hundred only)
and each page to be signed by authorized signatory of the Bidder]**

General:-

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 2024, between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC" or "LICI") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (Act 31 of 1956) and having its central office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (hereinafter 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.
3. **Commitments of BIDDERS**

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 disfavour 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 any 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 this Pact.

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):

1) Shri Arun Chandra Verma, IPS (Retd.),
Flat no-C-1204, C Tower, Amrapalli, Platinum Complex, Sector-119,
NOIDA, Uttar Pradesh
Email Address: acverma1@gmail.com Contact no.: (+91) 8130386387

2) Shri Jose T. Mathew, IFS(Retd.),
House No. 37/930, Ebrahim Pillai Lane,
Via Kakkanad, Thrikkakara-682021, Dt. Ernakulam, Kerala.
Email: jtmat507@gmail.com

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 Chairman, 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 LIC 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 upto 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
Executive Director (IT/DT)

BIDDER
CEO:

Name of the Officer:

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 B: Technical Bid Covering Letter

Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12.08.2024

Co-Location: Bengaluru

Date:

To,

Executive Director (IT / Digital Transformation)
Life Insurance Corporation of India,
Central Office, IT Department,
Jeevan Seva Annexe, 3rd Floor, South Wing,
S.V. Road, Santacruz West,
Mumbai, Maharashtra – 400054.

Dear Sir,

Having examined the RFP Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Comprehensive solution for hosting CO-LOCATION DATA CENTER/s in BENGALURU region in conformity with the said Request for Proposal Documents and hereby undertake that we accept all the conditions of the contract of the Bidding Document and will supply the complete solution as per the Technical Specifications of the bidding documents.

We further undertake that we fulfill the Minimum Eligibility Criteria stated in **Annexure - C** and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, principal place of business, details of experience, qualification requirements and past performance and the required bid security in shape of Bank Guarantee/ Bank Draft are furnished with this bid form.

We further undertake, if our bid is accepted, for hosting of application and LIC's existing Data Center functionalities in proposed Co-Location Data Centers in accordance with the requirements and the delivery schedule discussed and agreed.

We declare that all the services shall be performed strictly in accordance with the bid documents except for the variations, assumptions and deviations, all of which have been detailed out exhaustively in the following statements, irrespective of whatever has been stated to the contrary and where else in our bid:

(a) Certificate of Deviations (**Annexure – H.1**)

(b) Certificate of deviations from RFP Terms and Conditions (**Annexure – H.2**)

Further we agree that additional conditions, assumptions if any, found in the bid document, other than those stated in deviation schedule, shall not be given effect to. If our bid is accepted, we will obtain the guarantee of a bank in the form prescribed by the Life Insurance Corporation

of India for a sum equivalent to **5% of the Contract Price** as performance security for the Contract.

We agree to abide by this bid for the bid validity period specified in section no. 3.27 under section 3 (Instruction to the Bidders) of the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998". We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this day of 2024

(Signature in the capacity of duly authorized to sign Bid for and on behalf of)

Seal:

Date:

Place:

Business Address:

Annexure C: Eligibility Criteria

Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12.08.2024

Co-Location: Bengaluru

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected.

Sl. No.	Eligibility Criteria	Compliance (Yes/No)	Supporting Documents
1	The bidder has to submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned in Annexure - A. Bidder shall be liable for rejection in case of non-submission of the same.		Hard copy of Integrity Pact (IP) as per Annexure - A with Stamp Paper for a value of Rs.500 is to be submitted. Bidder must upload scanned copy with bid and must ensure delivery of hardcopy to the Buyer within 2 days of Bid End date / Bid Opening date.
2	The bidder has to submit the Security Deposit/Earnest Money Deposit (EMD) Rs. 50,00,000/- (Rupees Fifty Lakhs Only) for co-location site (Bengaluru) in the form of Bank Guarantee (BG)/e-BG of any scheduled commercial Bank. Bidder shall be liable for rejection in case of non-submission of the same.		EMD should be valid for 3 months from the last date of bid submission with a claim period of 45 days. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
3	The bidder should be a company registered in India as per Company Act 1956 /2013 or a partnership firm / a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India and should be in existence for last 3 years from the date of issuance of bid.		Certificate of incorporation/ certificate for commencement of business/other relevant documentary proof is to be submitted.
4	The companies or firms, bidding for the above tender, should have not been blacklisted by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been blacklisted by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was blacklisted by any of the Govt. Authority or PSUs, the same must have been removed from the blacklist as on date of submission of the tender, otherwise the bid will not be considered.		An undertaking to this effect must be submitted in their letterhead as per Annexure - P

Sl. No.	Eligibility Criteria	Compliance (Yes/No)	Supporting Documents
5	The bidder/bidder's Parent company to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
6	The Bidder/ Bidder's Group Entity/ Bidder's Parent Company must be the sole owner/Lessee for the offered premises to LIC or in case of leased premises, the unexpired lease period must be available for at least another 12 years or minimum 7 years of unexpired lease period with renewal provision in the lease agreement at the expiry of lease.		Undertaking as provided in Annexure - L to the effect that the premises are owned by the service provider with other details. In case of Lease, copy of Lease Agreement is to be submitted.
7	The bidder must be in Data Centre Co-location business for a minimum period of 3 years from the date of issuance of bid.		Documentary evidences to be attached (Copy of purchase order/work order)
8	The Bidder to provide an undertaking on his letterhead that the Scope of Work and Specifications are Complied and also the Technical Scope as per Annexure are covered in totality in the proposal submitted by the bidder.		Letter of confirmation from bidder self-certified letter.
9	The net worth of the Bidder : i) Should not be negative as on 31.03.2024 and also ii) Should have not eroded by more than 30% in the last three years, ending on 31.03.2024.		The CA Certified Document as per Annexure O must be submitted along with certified audited Balance sheet of the respective financial years which clearly give the details of the subsidiary / Data Center.

Sl. No.	Eligibility Criteria	Compliance (Yes/No)	Supporting Documents
10	<p>Bidder should have positive operating Profit (as EBITDA i.e. Earnings Before Interest, Tax, Depreciation & Amortization) in 2 out of 3 previous financial years i.e. 2021-2022, 2022-2023, 2023-2024.</p>		<p>The CA Certified Document as per Annexure 0 must be submitted along with certified audited Balance sheet of the respective financial years which clearly give the details of the subsidiary / Data Center.</p> <p>For 2023-2024 in case the financial are not published , certificate from Statutory auditor may be submitted.</p>
11	<p>The Bidder must have minimum average annual turnover of Rs. 36 Crores from Data centre Co-location business / services from India operations for each of the last three (3) financial i.e. FY 2021-22, FY 2022-23 and FY 2023-24.</p> <p>(Certificate from statutory auditor for FY 2023- 24 may be submitted).</p> <p>This must be the individual company turnover and not that of any group of Companies.</p> <p>Note: LIC Shall Follow Govt. Guidelines/Notifications for Public Procurement.</p> <p>As per Policy Circular No. 1(2)(1)/2016-MA dated: 10.03.2016 issued by GOI and F.20/2/2014-PPD (Pt) dated 20.09.2016, LIC may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises and Startups subject to meeting of quality and technical specifications.</p>		<p>The CA Certified Document as per Annexure - 0 must be submitted along with certified audited Balance sheet of the respective Financial years which clearly gives the details of the subsidiary / Data Center.</p> <p>For Startups, Registration Certificate issued by DPIIT to be submitted.</p>
12	<p>The proposed Data Center co-location site shall be at least Tier-III certified from uptime institute/ Rated-3 certified from TIA 942.</p>		<p>Tier-3 and above Certificate from uptime institute / Rated-3 and above Certificate from TIA 942 which clearly mentions the address of the proposed Data Centre. The certificate should be active on the date of bid submission and shall be verified at https://uptimeinstitute.com/ and https://tiaonline.org/942-datacenters/ respectively for the proposed Data Centre.</p>

Sl. No.	Eligibility Criteria	Compliance (Yes/No)	Supporting Documents
13	<p>The bidder must be hosting at the proposed site at least 3 organisations which should be RBI regulated Commercial banks /IRDAI regulated Insurance company operating in India and should be active on the date of bid submission in the proposed colocation Data Centre.</p> <p>Among the 3 organisations, the bidder must be providing colocation services for minimum 1 organisation for 50 racks or 1500 sq ft. server area as on the date of bid submission at proposed colocation site</p> <p>OR</p> <p>The bidder has been technically shortlisted for commercial evaluation by minimum 1 organization RBI regulated Commercial banks /IRDAI regulated Insurance company for minimum 50 racks or 1500 sq. ft. server area in the calendar year 2023 and 2024 for the proposed colocation site.</p>		Copy of the credential Letter or Copy of Purchase order from organizations hosting sites at the SP's co-location facility.
14	The facility should be purpose built for the Data Centre.		Self-declaration from the bidder on their letterhead.

- a. Note: Vendor must comply with the above-mentioned criteria. Non-compliance to any of the criteria can entail rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria. LIC reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.
- b. The participating bidders are required to submit unambiguous documentary evidences, in support of their meeting the above eligibility criteria. The bidder must comply with all above mentioned criteria. Non-compliance of any criteria will entail rejection of the bid summarily.
- c. LIC reserves the right to verify/evaluate the claims made by the bidder independently. Any decision of LIC in this regard shall be final, conclusive and binding upon the bidder. LIC may accept or reject an offer without assigning any reason whatsoever.
- d. In case the bidding company/firm is hived off from the demerged company, the experience, eligibility etc. as per the requirement of the bid may be considered as of the demerged company, provided the demerged company does not apply in the same bid process. However, all the parameters of the bidding company shall be reckoned from the date of its inception for the purpose of this bid.

- e. 'Parent Company' means, any company which is the ultimate Holding Company of the supplier / bidder and which is either responsible directly or indirectly for the business activities of the supplier / bidder or which is engaged by the same or similar business to the supplier / bidder.
- f. Bidders need to fulfill all the eligibility / pre-qualification conditions mentioned in Eligibility Criteria of the RFP.
- g. A Bid determined as not substantially responsive will be rejected by LIC and may not subsequently be made responsive by the Bidder by correction of the nonconformity. LIC may waive any informality or non-conformity or irregularity in a Bid which does not constitute a material deviation. LIC may, at any point of time ask clarifications from the Bidders for getting more clarity of the proposal received.
- h. All the Certificate should be valid / inforce as on the date of publication of the RFP.
- i. Tier III and above or TIA 942 certification must be for the Infrastructure/Site of the Data Center and not Design only.

Signature

(Seal of Company)

(Signature and Seal of company to be put on all the pages of Annexure-C)

Annexure C.1: Scope of Work and Specifications

Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12.08.2024

Co-Location: Bengaluru

Annexure C.1 : Scope of Work and Specifications	
Sl. No.	Requirement
1	The proposed Data Center Colocation site shall be at least Tier-3 certified from uptime institute/ Rated-3 certified from TIA 942.
2	<p>The facility should be purpose built for the Data Centre (Mandatory).</p> <p>The proposed Co-location building should preferably be recent and operational for not more than 20 years from the date of bid submission.</p>
3	<p>The proposed co-location Data Centre Infrastructure will be for a period of 5 years. LIC may extend the services thereafter for a period of 5 years on mutual consent of LIC and Service Provider with two such extensions. The cost for power will be based on the pro-rata changes in the Electricity Board rates.</p> <p>Termination for Convenience: LIC, for its convenience, may terminate / cancel the contract in whole or in part with a 3-month written notice. In such situation, the Service Provider will be entitled to receive payments only for the services delivered (as per LIC's Purchase Orders) upto the effective date of termination / cancellation. In case of partial termination / cancellation, the reservation charges will be applicable to only those number of racks which LIC decide to continue as contracted capacity, at that time.</p>
4	<p>LIC will initially hire rack space , seating space , storage , network P2P as mentioned in the requirement schedule and may hire additional rack space and additional seating space during the contract period depending on the requirement. There will be Network Rack and server racks, the numbers may change based on requirements . All the network and security equipment will be installed in the network rack and servers & storage will be installed in the server racks.</p> <p>There will be some racks of proprietary systems OEM like IBM, HP, etc. Dimension of these racks are larger than usual 42U Racks. Service provider need to provision the rack space keeping view of the same. The details of OEM Racks will be shared with successful Bidder as and when requirement arises during the contract period.</p>
5	Power requirement will be 12 KVA per rack, which may go upto 16 KVA.
6	<p>The power charges will be paid actuals based the actual consumption.</p> <p>A separate power meter to be provided and power will be payable in actual usage basis.</p>

Annexure C.1 : Scope of Work and Specifications	
Sl. No.	Requirement
7	The power should be available from two different power sources. Two separate power paths from the UPS to be provided to the Server room area and the network communication area. The UPS should be configured in redundant mode.
8	The doors for the server room, communications room, and other critical areas should be fire rated for a minimum 2 hours.
9	The proposed site shall be certified for standards NFPA 70 & 75 fire protection of IT equipment.
10	The entire facility should be automatic with power supply from the transformer as the primary source and automatic switchover to DG set as a secondary source.
11	Minimum of 99.982% Uptime on a monthly basis is required for the DC Environmental Infrastructure and services.
12	The proposed co-location Data Centre building should be designed and constructed for Earthquake resistance and should be away from hazardous chemical materials. The proposed site should be IS 1893:1984 Seismic Compliance and the proposed Data Center site shall be certified for ISO27001.
13	The proposed co-location Data Centre should be fully redundant in terms of electrical circuits, cooling and network. The proposed cage area should have separate path for Power and Network and avoid crossovers.
14	Backup generators should be capable of providing uninterrupted power for a minimum of 48 hours at any point of time.
15	If the bidder did not provide the additional rack space or seating space within 6 weeks from LIC request, LIC may terminate the contract and may blacklist the service provider.
	Server Room Area
16	LIC envisages requirement of a dedicated clear space for required racks to be provisioned on the same floor in same building and additional requirement upto 25% for future growth) of 42U Racks (800W x 1200D) to host LIC's IT infrastructure in the server room area. LIC envisages an additional 25% rack space during the contract period. The bidder should be able to provide this additional rack space within the same facility, contiguous to the existing rack spaces. If bidder proposes to provide additional racks in other floor / other building within the same facility, bidder should provide fiber connectivity with

Annexure C.1 : Scope of Work and Specifications

Sl. No.	Requirement
	<p>minimum 100 gbps speed at no additional cost. In case vendor decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with the LIC .</p> <p>In the LIC's server area, Bidder to provision minimum, 2 tiles (1200mm) for the cold aisle, 2 tiles (1200mm) for the hot aisle and 2 tile (1200 mm) periphery. The layout of the proposed space is to be provided.</p> <p>For the Cages required by the LIC within the premises, the Bidder shall provide a slab-to-slab modular dedicated meshed Steel/MS cage. The largest gap in the mesh shall not be more than 20 mm.</p>
17	LIC envisages a requirement of a dedicated clear space for racks of 42U [(800W X 1200D) to host LIC's DC IT infrastructure in the server room area.
18	If bidder proposes to provide additional racks when required in other floor / other building within the same facility, bidder should provide fiber connectivity with minimum 100 Gbps speed at no additional cost. In case vendor decides to offer the space in contiguous area to some other customer, the first right of refusal would rest with LIC.
19	The bidder shall provide a dedicated server cage area with opaque caging using metallic sheet for LIC in the server room/hall area. The cage area should secure the allocated space to LIC. Access to server area should be with biometric and all access logs should be made available to LIC officials. Logs should be provided in readable format to LIC on monthly basis.
20	The server room area entrance should be accessible using biometric authentication and proximity card (Two factor authentication). Server room exit can be through access card or any other electronic system.
21	The proposed Data Centre should have Air Quality in Co-location site should be of severity level G1 (mild) as per ISA-71.04.
22	The Server room should have precision air conditioning with redundancy. Cold aisle containment to be installed in the caged area for all the Rack rows.
23	The Server room / Server Hall should have precision air conditioning with redundancy.
24	Sufficient cooling failover should be built in the server halls to maintain the PUE less than 1.75.
25	Cold air should be pumped under the floor and enters through vents to ensure that the temperature is maintained as per RFP. Service provider need to monitor the temperature on hourly/daily basis and have to submit the report to LIC on monthly basis.

Annexure C.1 : Scope of Work and Specifications	
Sl. No.	Requirement
26	Power efficiency and cooling should be able to maintain medium and high density cabinets.
27	The bidder shall provide adequate power points in the Server cage area allocated to LIC. LIC will pay only for consumed power. All payments by LIC will be made monthly in arrears, throughout the tenure of the contract. LIC requires a dedicated power meter that can measure the exact power consumed by LIC's equipment in LIC's server caged area. This consumed power will be payable by LIC provided in the commercials throughout the tenure of the contract
28	The bidder shall provide power connectors / sockets. The bidder shall factor such cost of provisioning the power sockets as a part of site readiness, no separate commercials will be paid by LIC.
29	Single phase and three phase power from two different sources should be made available to support LIC's equipment in the caged area. Distribution of the power sockets with their types will be made available to the successful SP; LIC will provide the same when placing the order.
30	The service provider will be responsible for extension of links from telecommunication room to server cage area irrespective of whether the communication links are taken from the service provider or not on the discovered cost during the contract period. The service provider shall extend such links from their network communication room to the server cage area provided to LIC as per agreed rate.
31	Bidder in their technical bid shall provide the proposed Server caged area layout clearly showing the placement of the racks in the server caged area along with indicative positioning of the BMS equipment like CCTV cameras, Fire/ smoke detectors, access control system, rodent repellent etc.
32	There should be sufficient power backups in place for running Building Management Systems on alternative power supplies in the event of power outage.
33	If required by LIC to monitor the cages from remote location, that feed should be provided to LIC for monitoring its infrastructure remotely.
34	Bidder shall ensure protection of Physical assets against all threats and vulnerabilities that can be exploited deliberately or accidentally by internal or external entities.
35	The service provider will be responsible for LAN cabling between server room and seating area at the Co-hosting site. The service provider should provide for 3 extra redundant network points apart from the that will be provided for each seating space proposed.
	Communication Area

Annexure C.1 : Scope of Work and Specifications

Sl. No.	Requirement
36	The bidder in their communication area shall have Telecom junction box / multiplexers of all major link service providers and should be available in and around the facility building for LIC's use. LIC would necessarily require the links from BSNL/MTNL, Bharti, TCL, Sify, Reliance, Vodafone Idea, etc.
37	The bidder should allow the termination of the links provided by LIC appointed link service providers. If Telecom junction box / multiplexers of these link service providers are not available then the bidder should allow the commissioning of the same at not additional cost to LIC . The bidder shall also allow laying of cables and associated works in their premises.
38	<p>The connectivity between MMR and caging should be of Fibre. Any Copper connectivity to the server cage shall be provided from nearest MMR room where the distance is below 100m or service provider need to provide media convertor to convert Fiber to copper without any additional cost to LIC.</p> <p>The cabling between the MMR/telecom room to caging should be structured; service provider should provide the support for the same throughout the contract period.</p> <p>The Service Provider should terminate CAT 6A/7 cables and single/multi-mode Fiber to LIC network rack in the caging area from MMR(Meet-me-Room) /telecom room. Cross Connect (Copper/Fibre) to provided based on requirement.</p>
39	<p>The link extension from the bidder communication room till the server cage area will be done by the bidder at the discovered cost. During the contract period, LIC may subscribe a leased line link/MPLS from any service providers and DC service provider have to extend the link from communication room to LIC's network Rack within 7 days from date of requirement given by LIC at the discovered cost.</p> <p>If the bidder failed to extend the link from communication room to LICs Network room within the stipulated time schedule or on extended date as may be communicated by LIC, it will be treated as breach of contract and penalty of Rs.25,000/- will be applicable for per day delay.</p>
BMS (Building Management Systems)	
40	All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should manage the BMS activities on a 24x7x365 basis. Bidder to have redundant BMS servers to mitigate the risk of data loss if any.
41	The bidder shall provide Access cards, Gate pass to LIC's personnel, LIC appointed vendors as and when they would visit the site. The bidder should agree that such access can be provided 24x7x365 and will not have any time restriction

Annexure C.1 : Scope of Work and Specifications

Sl. No.	Requirement
42	The Bidder shall regularly monitor the access to LIC's Server room / cage by means of access control system, physical security, Biometric access and CCTV and should always make sure that they are functional 24x7x365 days. The LIC would require monthly reports in this regard.
43	The access logs to LIC specific cage area, seating area and the server room area need to be maintained for the period of minimum 12 months. The log reports of LIC's specific server cage area and seating area are to be provided on monthly basis. The access to the logs of other facilities concerning LIC should be available on request.
44	If required by LIC the bidder should be able to provide details of people accessing LIC's Server room by sharing the entries made in the security register, reports from access control system, CCTV video clips etc.
45	The bidder shall make sure that the required power, air conditioning, security system and other facilities provided to LIC is always available (24x7x365 days).
46	The building & Server room area should be provided with water Leak detection system and fire alarm system. The facility areas proposed for LIC should be well within the coverage of water leak detection system.
47	There should be CCTV monitoring for surveillance of building entrance, exits and other critical areas where LIC's components are placed. Bidder shall install sufficient CCTV cameras in the server cage area so that all activities from front and back side of each rack are clearly captured.
48	The service provider is expected to maintain the CCTV monitoring records for at least 3 months online. CCTV records older than 3 months pertaining to LIC's server area to be stored by successful Bidder either in online or offline mode for one year and the same should be made available on LIC's request through the period of the contract.
49	The Data Centre should have electronic rodent control systems with operating ability on varied frequency range. The facility areas – Server room area/ server caged area, communication room should be well within the coverage of the rodent repellent.
50	The bidder shall provide Fire detection & suppression system exclusively for the server room which will cover LIC caged area. Fire detection and suppression can be common however the areas allocated to LIC should be well within the coverage of fire detection and suppression.
51	Remote Monitoring Facilities for CCTV and other critical Infra for smooth functioning of IT equipment for LIC occupied server room. Bidder to share the live remote sharing of CCTV footage as and when required by LIC & Temperature data on monthly basis for the LIC cage area to LIC . Bidder to share the remote feed within LIC cage area and LIC shall be responsible for transferring the data further.

Annexure C.1 : Scope of Work and Specifications	
Sl. No.	Requirement
52	The bidder should provide feeds of CCTV cameras installed in LIC's cage area and seating room to LIC designated site over Network.
53	The bidder should provide maintenance reports of all equipment like UPS, DG Set, Chiller, Transformers, Fire System etc. as and when required by LIC. Further, LIC may request for detailed reports from respective OEMs for audit purposes. Bidder should provide the necessary information as and when require by LIC / LIC appointed Auditors.
54	Security procedures, SOPs for operations & maintenance must be documented and should be provided to LIC as and when required by LIC.
55	Auto Email/SMS trigger on incidents like power availability, any failures etc to LIC and also on planned /Unplanned maintenance activities
56	Review the process(MOP/SOP/EOP/BCP) on yearly basis and submit a copy to LIC
	Communication links
57	LIC presently has links deployed from BSNL/MTNL, Bharti, TCL, Sify, Reliance, Vodafone Idea, etc. to connect its Data Centre to LIC's various locations. The bidder has to assure that the termination of these links is feasible at the proposed site. Successful bidder has to provide connectivity to all Telecom service providers mentioned in RFP. Mux to be installed in co-ordination with respective Telcos without any cost to LIC.
58	The bidder shall make sure that the multiplexers / Junction boxes of these link service providers are available at the proposed site.
59	The bidder shall allow the termination of the links subscribed by LIC from any Link Service Providers (LSP) during the contract period. If Telecom junction box / multiplexers of these link service providers are not available, then the bidder shall allow the installation of LSP MUX in the Telecom room required for commissioning of the link without any cost to LIC. The bidder shall also lay cables and associated works in their premises without any cost to LIC.
60	The bidder shall extend the connection from the Multiplexers/Junction boxes to LIC's server area at the agreed rate for the connection between the termination locations.
61	The bidder should manage and maintain these equipment throughout the contract tenure.
	Seating Space
62	The LIC will require separate enclosed dedicated seating space with biometric access should be provided at the Data Center in the seating area. LIC anticipates the seating

Annexure C.1 : Scope of Work and Specifications

Sl. No.	Requirement
	space for LIC appointed personnel. The bidder shall factor for at least 30 Square feet work area per seat. In addition, bidder shall provide adequate space for the movement within the enclosed seating area. During the contract period LIC may take additional seating space.
63	The seating area should be provided with comfortable air conditioning. The bidder shall provide Tables, rolling comfortable chairs, drawers with locking facility, telephone extensions for communication between Server cage area and the seating area, in the seating area for 3 personnel.
64	The UPS / generator backup power facility needs to be available to the proposed seating area. The bidder shall provide UPS backed up 4 power points per seat.
65	The seating area furniture to be provided by the bidder here refers to modular furniture with sufficient seating, personal storage, and workspace for each individual person. The seating area furniture should be modular furniture with drawers/pedestal, keyboard tray, for each table. Lockers that can accommodate 5 box files and some stationary, the one that comes with the worktable. This will be for every seat.
66	The bidder shall provide access control system for controlling access to the seating area which will be centrally monitored by bidder through their BMS system. The bidder shall provide the cards to LIC authorized onsite resources. This access control system should be managed & monitored by the bidder through their BMS system.
67	The bidder shall provide the redundant network connectivity (2 Network points per seat) from the seating space provided by the bidder to LIC's server caged area. For each seat the bidder shall provide redundant network points (2 points).
68	All such costs should be included as the cost for "seating space". LIC may alter the quantity of number of persons depending on LIC's requirement and the payment will be made on the pro-rata calculation.
69	The seating area should include the desk, chair, one cabinet per seat, power connections and network connections (two per seat)
70	The bidder shall accommodate LIC's Fire vault cabinet in the storage area. Fire vault will be supplied by LIC. Approximate weight of the Fire vault cabinet will be around 400Kg.
71	The bidder shall provide the proposed seating area layout clearly indicating the total space being factored for the dedicated seating area in their technical bid submission.
72	LIC prefers to avail Server area, seating space and storage area in same floor with exclusive access to LIC team for allocated space. In such case, a separate and dedicated manned security personal with HHMT should be made available on 24x7 basis by the bidder at the entrance of the LIC's Cage/ server hall. The access procedure will be defined by LIC .

Annexure C.1 : Scope of Work and Specifications

Sl. No.	Requirement
	Miscellaneous
73	<p>The LIC requires that the proposed Co-hosting site facility provided to LIC under this RFP must be owned premises or leased premises. In case of leased premises, an unexpired lease period must be for 12 years from the RFP Response due date or 7 years of unexpired lease period with extension provision in the agreement.</p> <p>The DC Build (i.e. Anti-static flooring, fire proof sealing, walls, flooring, Racks, AC, fire extinguisher, UPS etc.) and IT Infrastructure should be an owned one and not shared. The SP must provide documentation to this effect establishing its right over the Co-hosting site facility to the satisfaction of LIC. The bidder will be required to provide the relevant details in Annexure - Undertaking on Ownership or leased status from service provider.</p>
74	The Bidder shall provide contacts and escalation matrix to log the complaints / problems faced in the facility provided to LIC. The service provider shall provide for periodic monthly reports to LIC on the incidents/ problems reported and corrective action taken on the same.
75	The SP shall provide the sanitary accommodation to LIC's representative at the site.
76	The bidder shall provide all necessary help to LIC appointed System Integrator or Vendor while moving LIC equipment into the site, Such as entry and parking permissions to vehicle carrying the equipment for Data Center till equipment are offloaded, providing trolley to carry heavy equipment to the allocated space, use of lift services and assist in procedures documentation. The LIC should not incur any extra cost for availing these said services.
77	The bidder shall provide for staging area at the Co-hosting site for 3 - 5 weeks for initial hardware deployment. However, for further additional activities, if the staging area is required by LIC, LIC shall inform the service provider at least 7 days in advance and the service provider will be expected to provide the staging area for LIC's use for 3 weeks until installation of the hardware. This is separate from the staging area procured by LIC.
78	The service provider is required to make provision for power meter / dedicated measuring equipment / dedicated PDU to measure power consumption by LIC. Payments will be made by LIC only on the basis of consumed power. This power meter / dedicated measuring equipment / dedicated PDU will be required to measure the power consumed by LIC.
79	In case of LIC engage LAN vendor for additional cabling requirement, the bidder must ensure all the necessary support and permissions in this regard for laying such cables beneath the false flooring /overhead tray as per design is provided to the system integrator. The system integrator chosen by LIC will do this cabling activity in consultation with the service provider.
81	The service provider shall provide adequate two wheeler and four wheeler parking

Annexure C.1 : Scope of Work and Specifications	
Sl. No.	Requirement
	facility for LIC officials/ vendors working in the colocation site. Apart from that, parking for a minimum of two cars should be made available during the visit of LIC officials / persons authorized by the LIC .
82	LIC may use outsourced / Courier services for movement of Tapes / Media. The service provider shall allow necessary access for movement of tapes / media from and to the proposed co-location site.
83	Bidder to allow affixing of Banners/Stickers (LIC logo, Rack Diagram, Do's & Don'ts etc.) of different dimensions in seating area or in server area as and when required during the contract period.
	Project Plan for Implementation
84	The bidder should adhere to the project schedule as stipulated in the below table. Failure to do so would be liable for LD as stated in the bid, unless LIC grant an extension to the bidder in writing for completion of the activities beyond the timelines as mentioned below. It is completely at the discretion of LIC to grant such an extension.
85	<p>Making the Server / cage area ready with racks and all cabling and available for setting up LIC's IT infrastructure in racks (Site should be ready with electrical cabling, LAN cabling and other facilities.) ii. Seating arrangement for LIC appointed onsite personnel (along with necessary furniture, electrical power, etc.)</p> <p>Site completely ready for Inspection and acceptance testing. The site inspection may be conducted by LIC officials / appointed consultant / System Integrator / Application vendor etc. for this purpose</p> <p>Timelines – 6 Weeks , Early Access : 1 Week, Ready for Service(Desired): 4 Week.</p> <p>The project timelines from the date of acceptance of the Purchase Order</p> <p>Bidder has to confirm the acceptance of Purchase Order within 3 days from date of placing the order or it will be deemed accepted.</p>
86	The bidder should confirm in writing the readiness of the co-location site to LIC, as and when the site is ready for installation of LIC's IT Infrastructure but not later than 6 weeks. The LIC along with its consultants (if required) will conduct an inspection and verify the readiness for implementation of its IT Infrastructure. Observations if any conveyed by LIC / LIC appointed consultant to be complied within the project timelines. Billing will be started from the date of sign off given by LIC.
87	Project Validity: The validity of this project is of 5 years from the date of go-live (ready

Annexure C.1 : Scope of Work and Specifications

Sl. No.	Requirement
	<p>for service). However, LIC may extend the services thereafter for a period of total 10 years on mutual consent of LIC and Service Provider. The final discretion will be of LIC. Cost for extension will be decided mutually based on the market rate at that time. Bidder has to provide the required documentary proof(purchase order of similar scale) for deciding the cost for extension. The extended contract period will be reviewed on yearly basis subject to satisfactory performance of the resources. However, if in any case it is found that the services offered are not satisfactory, LIC may consider termination of the contract and forfeiture of the performance Guarantee.</p>
88	<p>Price Composition:</p> <p>TCO is for Hosting Co-location facility for LIC's Data Center site. The price quoted should be inclusive of all charges as per LICs requirement mentioned in Annexure - Commercial Bid</p> <p>The commercial bid should be submitted by successful bidders in the commercial bid format attached to this bid.The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.</p>
89	<p>The Total cost should be inclusive of all other charges and inclusive of GST (CGST/SGST/IGST).</p>
90	<p>If the cost for any line item is indicated as zero/nil/blank then it will be assumed by LIC that the said item is provided to LIC without any cost.</p>
91	<p>Bidder has to show the bifurcation/details of GST (CGST/SGST/IGST) in every invoice.</p>
92	<p>LIC will not pay any Labour charges for transportation, installation of software, miscellaneous charges separately. All such costs, if any, should be absorbed in the TCO</p>
93	<p>Network Link: Two links from different service provider each of 2 Gbps point-to-point (P2P) Fiber Channel Network link latency should be less than 3 ms at any point of time with link utilisation below 70% for links commissioned between Bengaluru Co-Location (CtrlS) of LIC and the Proposed Site.</p> <p>Address for Bengaluru Co-Location: CTRLS Datacenters Limited, 15/A, 2nd Main Road, Veer Sandra, Electronic City, Bengaluru-560100, Karnataka.</p> <p>If the selected bidder is not telecom service provider, LIC may place the purchase order to telecom service provider selected by the bidder, if required as per the telecom policy. However, selected bidder will be fully responsible for timely commissioning of the link. The telecom service provider will be fully responsible for the SLA requirements of the RFP for uptime and availability of the Links .</p>

Annexure C.1 : Scope of Work and Specifications

Sl. No.	Requirement
	Network Links between LIC CoLo Bengaluru & Proposed Co-located DC
94	The bidder shall provide Point-To-Point (P2P) network links as mentioned in Indicative Commercial Bid from two different service providers between proposed co-located Data Centre and LIC's existing Data Centre at Bengaluru. Link should be upgradable as and when required by LIC.
95	Links are required on end to end on protected path. The same will be terminated either on network /security devices/ SAN router based on the requirement.
96	Each link service provider needs to provide the end-to-end link on its own fiber and fiber should not be on lease. Bidder should have proper redundancy (ring architecture to take care of failure) in their network. Bidder need to submit the detailed layout diagram of fiber with redundant path and technical document in this regards to be submitted. Bidder also needs to submit declaration letter on this regard and a copy of approval taken for laying the fiber.
97	LIC will monitor the link and will log a ticket with service provider in case of packet loss is more. Bidder need to check the link and bring the packet loss within permissible limit of 4 hours. If packet loss will be more than 0.05 % for 4 hours then link will be treated as down and case will be dealt according to SLA clause of the bid. Bidder shall ensure link latency less than 3 ms all the time with link utilization equal to or below 70% between proposed co-located Data Centre and LIC's existing Data Centre at Bengaluru. Link latency will be measured between router/SAN switch at both ends. Packet loss for all links should be less than 0.05%.
98	The bidder should provide time bound escalation matrix for commissioning of the said link as well as regular support and maintenance.
99	LIC will subscribe to links as and when required during the contract period. The bidder should undertake to commission the links within period of 6 weeks from the date of intimation by LIC. However, payment will be made from the date of commissioning of the link as per agreed rate mentioned in indicative commercial bid.
100	LIC may subscribe for more no. of links than mentioned in indicative commercial bid during the contract period as per the requirement. Cost of link should be as per agreed rate quoted in indicative commercial bid for respective year during the contract period.
101	LIC may review the link charges after every three years as per market rate. The LIC reserves its rights to terminate the links, after commissioning, at any time during by

Annexure C.1 : Scope of Work and Specifications	
Sl. No.	Requirement
	giving due notice of 3 months for termination.
102	If the selected bidder is not telecom service provider, LIC may place the purchase order to telecom service provider selected by the bidder, if required as per the telecom policy. However, selected bidder will be fully responsible for timely commissioning of the link and maintaining the uptime, latency & packet loss.
103	All the cabling should be done with proper clamping and with conduit & shall be neat and structured with pipe. It's the bidder responsibility to drill a hole to take the cable inside the LIC's premises, if required.
104	Bidder shall maintain the connectivity on 24x7x365 basis and bidder shall provide minimum 99.982% uptime of network between proposed co-location area and LIC's DC at Bengaluru. However, bidder needs to provide an uptime of 99.5% or better on monthly basis for individual link.
105	<p>Power:</p> <p>(i) A separate power meter to be provided and power will be payable in actual usage basis.</p> <p>The following is the formula for calculating the power charges in a Data Center: Metered units for the LIC setup (MU) x power tariff (PT) x PUE.</p> <p>The Power Tariff (PT) will be computed from the power bill received from the electricity board for the Data Centre facility where LIC has hosted its Site. Power Tariff (PT) = (Total Cost of Power/ Total no. of units)</p> <p>The power charges will be paid actuals based the actual consumption.</p>

We have quoted in the Commercial Bid taking into consideration all the specifications provided in above and the terms & conditions of Tender Document, without any deviation. We also confirm that we have not made any alteration of wordings / quantity / figures stated in this Annexure. We understand and agree that any changes made in the format of Bid will lead to disqualification of the Offer without assigning any reasons.

Authorized Signatories
(Name, Designation and Seal of the Company)
Dated this day of 2024.

Annexure D: Technical Compliance

Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12.08.2024

Co-Location: Bengaluru

Bidder to submit an undertaking declaration for compliance/ noncompliance (Column A) to the below mentioned technical requirement with comments (Column B) and to confirm the availability of the mentioned features (Column C) in the compliance sheet as:

RA: Feature is **Readily Available** for demonstration during site visit

AD: Feature not available for demonstration but will be made **Available on Delivery**

NA: Not Available

Co-location Site Address:				
Sr. No.	Technical requirement	A. Compliance (Yes/No)	(B) SP's comments	(C) RA/AD /NA
Facility Requirements				
1.	The Co-location Site should have a Floor level load bearing capacity to accommodate Server/Network racks of 1500 kgs for each rack.			
2.	Freight Lift - The Co-location Site should have a high-capacity freight lift with 2.5 ton capacity for ease of movement of Servers and High-density Hardware devices.			
3.	The server room area should have a raised floor height of minimum 850 mm for ensuring free flow of air conditioned air and for accommodating any High- density rack cooling.			
4.	The server hall height from raised floor to false ceiling / slab should be at least 10.5 ft.			
5.	Either raised flooring and/or overhead cabling and power systems must have sufficient space for proper airflow, after equipment and wiring is installed.			
6.	SP must maintain a management information system/BMS used for monitoring the environmental — power, air-conditioning, humidity controls — of the building.			
7.	The building & Server room area should have a microprocessor-based system to detect water leakage within a short period of time Water Leak detection system.			

Co-location Site Address:				
Sr. No.	Technical requirement	A. Compliance (Yes/No)	(B) SP's comments	(C) RA/AD /NA
8.	In addition, Service Provider should have maintenance staff that respond to system alarms on a 24/7 basis, according to thresholds and action plans specified by the LIC.			
9.	The Co-location Site should have electronic rodent control systems with operability on varied frequency ranges.			
10.	The Service Provider must maintain emergency response plans and procedures, including fire and building emergencies. The Respondent must inform the LIC of any facility or procedural changes five days or more prior to such changes taking effect			
11.	Diesel Tanks (for generators) - The Co-location Site should have high-capacity diesel tanks for ensuring 48-hour power backup with contracts for fuel supply on demand.			
12.	Bidder to maintain the PUE for co-location site area less than 1.75			
13.	The server hall should have an advanced fire detection & suppression system through systems like VESDA / FM200/ Novec1230/ Inergen.			
14.	Smoke detection and Gas based fire suppression for Server Hall, UPS room, battery room & critical areas of building to be available.			
15.	The doors and walls for the server room, communications room, and other critical areas should be fire rated for a minimum 2 hours.			
16.	Should provide 100% availability of network connectivity from the carrier demarcation to the customer cage			
17.	The Staging area facility should be made available to the LIC at no additional cost, as and when required for unpacking, PDI, installation, maintenance, troubleshooting etc. of the equipment's. The staging area should be preferably close to the hired / hosted space and have all facilities like, redundant power, LAN connectivity, telecom etc.			
18.	There should be 100% availability on data center power			

Co-location Site Address:				
Sr. No.	Technical requirement	A. Compliance (Yes/No)	(B) SP's comments	(C) RA/AD /NA
HVAC Requirements				
19.	The Service Provider should ensure that HVAC controls are in place to provide appropriate airflow, temperature, and humidity and such HVAC controls will be designed according to N+1 redundancy specification.			
20.	The design for cooling infrastructure at the Co- location Site should be in line with ASHRAE standard guidelines to support high density cooling needs.			
21.	Redundant CRAC units to facilitate High density cooling needs.			
22.	The temperature in the server hall should be maintained at 22 +/- 2 deg Celsius. Temperature as measured at approximately 48 inches above the raised floor surface on the front intake of each supported equipment cabinet.			
23.	The humidity at the Co-location Site should be maintained at 55 % +/- 5% RH.			
24.	HVAC must function when commercial power is unavailable.			
25.	Computer room must be sealed and slightly pressurized to prevent dust contamination			
26.	Air flow and positioning of equipment must be capable of handling our requirements. Cold aisle containment to be installed in the caged area for all the Rack rows.			
Building and Grounds				
27.	The Data Centre facility building should be designed and constructed for earthquake resistance and should be away from hazardous chemical materials, LPG storage areas, chemical warehouses and other storage facilities meant for dangerous commodities.			
28.	The Data Centre facility building should be designed to resist the hazards from floods, hurricane, tornado, and lightning strike probabilities.			
29.	The co-located site and the entire infrastructure therein is covered under comprehensive insurance including risk related to earthquake, floods, fire, lightening etc. Please indicate the risks covered under the policy.			
30.	Proposed caged area should have clear space to host 60 Racks (excluding cage) for LIC's IT infrastructure.			

Co-location Site Address:				
Sr. No.	Technical requirement	A. Compliance (Yes/No)	(B) SP's comments	(C) RA/AD /NA
31.	Dedicated Seating/office space for 03 personnel per shift			
32.	The seating space to be dedicated and to be secured with access card and biometric access. The area should be provided with comfort air conditioning.			
33.	Adequate locker facility should be provided in the seating area. The furniture should be modular furniture with drawers/pedestal, keyboard tray, for each table.			
34.	Access by LIC personnel and designated vendors at any time, 24 hours a day and seven days a week, must be allowed. This access will also be needed during inclement weather and other disasters.			
35.	The service provider shall provide adequate two wheeler and four wheeler parking facilities for LIC officials/vendors working in the co-location site. Apart from that, parking for a minimum of one car should be made available during the visit of LIC officials / persons authorized by the LIC			
36.	Building access for the loading and unloading of equipment via loading dock.			
37.	The proposed Co-location building should be recent and operational for not more than 20 years on the date of bid submission.			
Monitoring, Recording and Security Access				
38.	Security procedures, SOPs for operations & maintenance must be documented and should be provided to LIC as and when required by LIC.			
39.	Gate passes/Access cards to enter SP's premises for persons authorized by LIC - free of any cost.			
40.	Dual Authentication including Biometric & Access Card for accessing LIC Server area should be provided by the successful bidder.			
41.	Dual Authentication including Biometric & Access Card for accessing LIC Server area should be provided by the successful bidder.			
42.	Security for the building to be available 24x7x365 days at the entry / exit levels.			
43.	Seating space for 03 personnel should be secured with Access card / biometric access.			

Co-location Site Address:				
Sr. No.	Technical requirement	A. Compliance (Yes/No)	(B) SP's comments	(C) RA/AD /NA
44.	The SP shall monitor and record all aspects of the Data Centre facility 24/7. The recorded data shall be made available for 30 days.			
45.	The service provider shall maintain the access logs for at least 12 months, post which the service provider shall archive such records (in form of a CD, tape, etc.) and make the same available on LIC's request through the period of the contract.			
46.	The CCTV Cameras should cover in row view of both front & back side of the racks row, within the Corporation's server caged area. The CCTV camera should cover the entry & exit to the Corporation's caged area. CCTV monitoring should cover all the blind spots within the caged area.			
47.	All the Building Management system (BMS) activities are to be controlled centrally in a room specifically to be used for BMS activities. The vendor should manage the BMS activities on a 24*7 basis or as the LIC decides.			
48.	Upon request of the LIC recorded camera data of LIC-controlled areas shall be made available to authorized LIC personnel.			
49.	There should be CCTV monitoring for surveillance of building entrances, exits and other critical areas where LIC's components are placed. The service provider is expected to maintain the CCTV monitoring records for at least 3 months online, post which the service provider is expected to archive such records for CCTV cameras installed within LIC's server area for a period of 1 year and the same should be made available on LIC's request through the period of the contract.			
50.	CCTV should be installed in the server rack area in a manner that the whole server area is covered under CCTV with clear visibility and identification of objects/individuals. Minimum one CCTV should be installed at a distance of 10 metres in the server rack area. All the entry points of the server area should be covered under CCTV surveillance.			

Co-location Site Address:				
Sr. No.	Technical requirement	A. Compliance (Yes/No)	(B) SP's comments	(C) RA/AD /NA
Power Requirements				
51.	The facility must have sufficient electrical capacity to accommodate LIC's current potential infrastructure.			
52.	There should be two feeds from two different electric utilities/substations/Grids and shall be configured as required to support LIC's IT infrastructure requirements. The Respondent shall provide redundant power distribution throughout the facility and each component within the system must be N+1 redundant.			
53.	Service Provider must properly ground the hardware and racks to the existing Data Centre infrastructure.			
54.	On-site generator, able to handle the load for a period of at least 48 hours at full load, plus fuel contracts with multiple redundant providers with SLAs.			
55.	The Service Provider shall provide the Data Centre facility with conditioned power delivered via redundant UPS systems. Power quality monitoring will be done by SP to protect LIC's equipment and prevent data loss by eliminating surges and other irregularities in power.			
56.	All power cabling must be in segregated cable trays and separate paths from the data cable trays.			
57.	Two separate power paths from the UPS to be provided to each of the racks in the server / network communication room.			
58.	PDUs must have redundant, diverse feeds from separate UPS modules. The circuitry for electrical feeds should have no single point of failure from the grid to the cabinet. Power distribution systems shall be designed to meet electrical power draw necessary for LIC's environment.			
59.	UPS and PDU's should be configured in redundant mode as per the minimum Tier-3/ Rated-3 standard.			
60.	The service provider to provide STS (Static Transfer Switch) for the racks in which single power source equipment are installed.			
61.	32 amps and 64 amps Industrial power sockets will be made available by SP at no extra cost to LIC.			
62.	Availability of single phase / three phase power to all racks. (LIC will inform no. of racks where three phase power is required to successful bidder).			
63.	The service provider must make provision to measure power consumption by the LIC monthly or at any point of time as and when required.			

Co-location Site Address:				
Sr. No.	Technical requirement	A. Compliance (Yes/No)	(B) SP's comments	(C) RA/AD /NA
64.	The infrastructure should be minimum Tier- 3/Rated-3 certified as specified by The Uptime Institute / TIA 942 for Data Centre.			
65.	99.982% or higher uptime is required for the Data Centre Environmental Infrastructure on each quarter.			
66.	Comprehensive Power Audit in the last two years / Record of past incidents if any.			
67.	DGs should have fresh ventilation system			
68.	Each DGs should have separate exhaust fan power supply			
69.	To Ensure N+2 redundancy of the DG to cater the Facility Load			
70.	UPS Battery should have N+N redundancy			
Network Requirements				
71.	Telecom junction box, multiplexers of various service providers to be available in and around the building.			
72.	If the Telecom junction box, multiplexers of the service provider from whom LIC would be getting the links is not available then the DC service provider should allow the commissioning of the same.			
73.	The service provider will be responsible for LAN cabling between server rooms and the seating area at the Data Centre.			
74.	The cabling between the MMR/telecom room to caging should be structured; service provider should provide the support for the same throughout the contract period.			
75.	The SP should terminate CAT 6A/7 cables and single/multi-mode Fibre to LIC network rack in the caging area from MMR /telecom room.			
76.	The service provider should provide for 03 extra redundant network points apart from the 03 that will be provided for the seating space asked for.			
77.	Cabling should preferably be done through duct in the floor or above false roof but should be kept at a distance which does not cause Electromagnetic Induction with the power cabling or cables that would be laid in overhead trays.			

Co-location Site Address:				
Sr. No.	Technical requirement	A. Compliance (Yes/No)	(B) SP's comments	(C) RA/AD /NA
P2P Channel Link between LIC DC Vile Parle and proposed site				
78.	The Bidder shall provide dedicated Point-to-Point (P2P) links as mentioned in Indicative Commercial Bid from two different service providers between the proposed co-located site and LIC's existing DC at Vile Parle. Handoff: Single/ Mode Fiber with LC connector Latency for all links should be less than 3 ms all the time with link utilization below 70%. Link latency will be measured between router/L3 switch at both ends. Packet loss must be less than 0.05%.			

Legends:

- RA – Readily Available – 10 marks,
- AD – Available on Delivery – 8 marks,
- NA– Not Available –0 marks

Please mention 'RA/AD/NA' in the last column as per the availability of the features. Total marks obtained will be proportionately converted to the maximum score of 20 marks for technical evaluation.

Example: If one bidder gets 700 marks out of total 780 marks, the final score will be obtained by multiplying it with 0.026 (20/780) i.e. $700 * 0.026 = 18.2$ marks out of 20 in technical evaluation scoring.

Authorized Signatories
(Name, Designation and Seal of the Company)

Dated this _____ day of _____ 2024

Annexure D.1: Technical Bid Evaluation

Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12.08.2024

Co-Location: Bengaluru

Sl. No.	Particulars	Max. Marks	Supporting Documents Required
1	Compliance to the technical requirements (Annexure-D)	20	Annexure D
2	Proposed Data Center site at own premises or Leased premises (Own – 10 & Leased – 7)	10	Refer Annexure C, Sl. No. 6
3	Proposed co-location building is operational since how many years from the date of bid submission (Less than 5 years-10 Marks, 5-10 Years-7 Marks, 11-20 Years-0 Marks)	10	Refer Annexure C, Sl. No. 7
4	Experience in Data Centre co-location business (less than 3 years – 7 marks & greater than or equal to 3 years – 10 marks)	10	Refer Annexure C, Sl. No. 3
5	Proposed Data Center site is Tier 3/rated 3 or Tier 4/rated 4 (Tier 3/rated 3 - 7 Marks and Tier 4/rated 4 – 10 Marks)	10	Refer Annexure C, Sl. No. 12
6	<p>Site Visit , Interaction with the Service Provider,</p> <p>The committee will visit and interact with Service Provider and study the proposed data center site etc. to understand the capabilities of the Bidder in accordance with the scope of this bid.</p> <p>Marks will be offered based on the facilities available, Compliance to the requirement specified in the bid and the feedback received from the client/site. Bidder has to obtain necessary permissions and representatives from LIC will visit the site for assessment.</p>	20	
7	<p>Making the Server / cage area ready with racks and all cabling and available for setting up LIC's IT infrastructure in racks. Site completely ready for Inspection and acceptance testing.</p> <p>Early Access (1 Week Mandatory) Ready for Service 4 Weeks : 10 Ready for Service 6 Weeks : 5</p>	10	Undertaking from Bidder.
8	<p>No of Racks among the submitted References</p> <p>Primary Site : BFSI Client Reference with 100 or more Racks Purchase Order - 10 Marks</p> <p>BFSI Client Reference with > 50 Rack Purchase Order - 7 Marks</p>	10	Refer Annexure C, Sl. No. 13

Annexure E: Bidder Details

Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12.08.2024
Co-Location: Bengaluru

1	Name of the Company	
2	Company Registered as [Public Limited/Private Limited]	
3	Date of Incorporation	
4	Address of Corporate/ Registered Office	
	Line 1	
	Line 2	
	Name of City	
	State	
	Postal Code	
	Email id	
	Phone no./ FAX no.	
5	CST/GST Registration No.	
6	Date of registration (Attach registration Certificates)	
7	PAN No. (Attach certified copy of PAN)	
8	Turnover of the Company:	
	Financial Year : (in Crores)	
	2023-2024	
	2022-2023	
	2021-2022	
9	Profit of the Company after Tax	
	Financial Year : (in Crores)	
	2023-2024	
	2022-2023	

	2021-2022				
10	Details of Projects undertaken				
	Details of Projects/ PO's executed 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 Order Value (in Rupees) Crores with details like Name of city, No. of Racks,	Whether the Project has been successfully executed as on date of bid submission (Date of completion of the Project)
	2023-2024	1			
		2			
	2022-2023	1			
		2			
	2021-2022	1			
		2			
	11	Bidder's Address for communication :			
Name of the Person & Designation to whom all references shall be made regarding this bid.					
Address: Line 1					
Address: Line 2					
Name Of City					
State					
Postal Code					
Email id					
Phone no./ FAX no.					
12	Bank Details				
	Name of Bank				
	Branch				
	MICR Code				
	Type of A/C				
	Account No.				
IFSC Code					

	Bidder`s Official Web Site (URL)	
13	ISO Certifications	
14	Any other relevant information not covered in the above points :	
15	Actual Rack Capacity of Data Center	
16	Available Rack Capacity	
17	We hereby confirm that we, M/s _____ have not been banned by LIC, as on date of submission of the bid.	
<p>Enclosures:</p> <p>a) GST, Sales Tax, VAT Registration Certificate and 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.</p> <p>b) Attested copies of the Projects undertaken or Certificate from customers.</p> <p>c) Power of Attorney or the copy of the Board Resolution appointing the Authorized Signatory</p> <p>d) Cancelled Cheque of the Bank Account.</p>		

Witness:

Bidder:

Signature:

Signature:

Date:

Date:

Name and Address:

Name and Address:

Annexure F: Non-Disclosure Agreement

(To be submitted on a stamp paper of Rs.500/- (Rupees five hundred only).

This Non-Disclosure Agreement (“NDA”) is made and entered into this ____ day of _____ in the year Two Thousand and Twenty Four (2024) BY _____ AND BETWEEN Life Insurance Corporation of India, with registered office at Central Office, “Yogakshema”, J B Marg, Mumbai 400021, hereinafter referred to as “LIC” a statutory corporation established under section 3 of Life Insurance Corporation Act, 1956 (Act 31 of 1956) and <company name> a company incorporated under the laws of Indian Companies Act 1956 having its principal place of business at _____ 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 during engagement with Life Insurance Corporation of India during the Proof of Concept Engagement , the Respondent may be gathering information on LIC’s Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., (“Proprietary Information”) indicated as confidential by LIC and made available to the Respondent., is privileged and strictly confidential to and / or proprietary of LIC.

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 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 engagement; restrict disclosure of such Confidential Information to its employees and employees of its affiliated 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 the Project Engagement in the form of project documents, discussions on system architecture, data shared for the sole purpose of evaluating and finalizing the system configurations through a live Benchmark test both off shore as well as 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 the Project Engagement.

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

- a. distribute or disclose to any other person any of the Confidential Information;
- b. permit any other person to have access to the Confidential Information;
- c. Use the Confidential Information for any purpose other than the Permitted Use; or disclose to any other person.
- d. 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 employees/partners should not make public announcements/comments on any website/or issue any media statements about the existence of this engagement and its scope.

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 during their employment with the Respondent and will use reasonable efforts to ensure that its 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:

- a. Information that either is legally in either party's possession or publicly available to either party prior to the disclosure of such information hereunder;
- b. Information that, subsequent to its disclosure hereunder, becomes publicly available to either party without any violation of this Agreement by either party;
- c. 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;

- d. 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 the RFP 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 working in all wings of Central Office Information Technology department.

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 or a period of one year, beyond the Contract period 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 agrees and undertakes to indemnify and hold LIC harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including attorneys' fees), that may arise or be caused or result from or be paid/incurred/suffered or caused to be paid/incurred/suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honour, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement. In the event that the Respondent shall be liable to LIC in connection with this Agreement, the Respondent's liability shall be limited to the value of the Contract.

This Agreement shall be governed and construed in accordance with the law 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 _____

Address - _____

Authorized Signatory Name:

Designation: Place: Mumbai

ANNEXURE G: INDICATIVE COMMERCIAL BID

Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12.08.2024

Co-Location: Bengaluru

A1: Recurring charges for co-location facility

A1: Recurring Charges for Co-Location Facility							
Sl. No.	Items	Qty. (a)	Unit Rate Rs. (b)	Cost per annum excluding Taxes (Rs.) c=(a*b)	GST (Rs.) (d)	Cost for one year including taxes e=c+d	Total Cost for 5 years including taxes (Rs.) f=e*5
1	DC co-location charges for Racks [POWERED ON] (Minimum 25 sqft. Per rack)	45	X	X	X	X	X
2	DC co-location charges for Racks [POWERED OFF] (Minimum 25 sqft. Per rack)	15	X	X	X	X	x
3	Seating space at co-located site (minimum 30 sq ft per seat)	2	X	X	X	X	x
4	Storage space (50 sq. ft.)	1	X	X	X	X	x
5	Remote Hands and Eye Support per man Hour (in hours)	5 p.a.	X	X	X	X	x

A2: Recurring Charges (Power) for Co-Location Facility

A2: Recurring Charges (Power) for Co-Location Facility								
Sl. No.	Item	Metered Units/Quarter (a)	Current electricity rate (Power Tariff)* (b)	Multiplication factor against the PUE for power charges. (c)	Total Cost per annum excluding taxes (d = a*b*c)	GST (Rs.) (e)	Cost for one year including taxes (f)= d+e	Total Amount For 5 years (g)= f * 5
1	Annual Power charges for co-location*	1695 MWH (1695000 KWH)						
Total								

*Annual Power Charges for 1695 MWH mentioned above is indicative for the TCO calculation purpose only. However, the same will be paid on actual consumption basis as per the rate quoted above. Actual consumption will vary based on the hardware deployed by LIC. Power charges quoted should be in line with prevailing market rates.

The following is the formula for calculating the power charges:

Metered units in KWH for LIC setup (MU)/1000 x quoted power tariff per MWH

B: Recurring Charges for Network Link

B: Recurring charges for Network Link							
Sr. No.	Items	Qty (a)	Unit Rate (Rs.) (b)	Total Cost per annum excluding taxes (Rs.) (c=a*b)	Total GST (Rs) (d)	Cost for 1 year including taxes (Rs.) e=c+d	Cost for 5 years including taxes (Rs.) f=e*5
1	Charges for 2 Gbps point-to-point (P2P) link between LIC's Data Centre at Bengaluru and proposed Co-location Data Centre from two different service providers.	1 from SP1	X	X	X	X	X
		1 from SP2	X	X	X	X	X
	Total cost					XX	XXX

Note:

- LIC will subscribe to links mentioned above as and when required during the contract period. The bidder should undertake to commission the links within period of 6 weeks from the date of intimation by LIC. However, payment will be made from the date of commissioning of the link.
- Quantity of links is indicative only for arriving TCO. LIC may subscribe for more number/capacity of links than mentioned in table above during the contract period as per the requirement. Cost of link should be as per agreed rate mentioned in TCO during the contract period.

C: One-Time Cost

C: One-Time Cost						
Sr. No	Description	Qty (a)	Base Unit cost (Rs.) (b)	Total Cost per annum excluding taxes (Rs.) (c=a*b)	Total GST (Rs) (d)	Total cost including taxes (Rs.) e=c+d
1	One-time cost for provisioning of rack space with required power supply, cooling, dedicated power meters, etc. [POWERED ON]	45	x	x	x	xx
2	One-time cost for provisioning of rack space with required power supply, cooling etc. [POWERED OFF]	15	x	x	x	xx
3	One-time cost for opaque caging of 60 Racks	1	x	x	x	xx
4	Extension of link from Communication room to LIC Network rack - Copper link*	2	x	x	x	xx
5	Extension of link from Communication room to LIC Network rack - Fiber (Single/Multimode)*	8	x	x	x	xx
	Total one-time cost					xxx

* Payment will be based on actual extension of link commissioned.

D: Rate freezing for optional items the contract period (5 years)

D: Rate freezing for optional items the contract period (5 years)						
Sr. No.	Items	Qty (a)	Base Unit cost (Rs.) (b)	Total Cost per annum excluding taxes (Rs.) (c=a*b)	Total GST (Rs) (d)	Total cost including taxes (Rs.) e=c+d
1	12 Port LIU along with all accessories LC-LC	10	X	X	X	X
2	24 Port LIU along with all accessories LC-LC	10	X	X	X	X
3	UTP 6A and above patch cord – 2 mtr.	50	X	X	X	X
4	UTP 6A and above patch cord – 3 mtr.	50	X	X	X	X
5	UTP 6A and above patch cord – 5 mtr.	25	X	X	X	X
6	UTP 6A and above patch cord – 10 mtr.	25	X	X	X	X
7	UTP 6A and above patch cord – 15 mtr.	25	X	X	X	X
8	Fiber patch cord (LC-LC Multi/Single Mode OM4) - 3" Feet	25	X	X	X	X
9	Fiber patch cord (LC-LC Multi/Single Mode OM4) - 7" Feet	25	X	X	X	X
10	Fiber patch cord (LC-LC Multi/Single Mode OM4) - 10" Feet	25	X	X	X	X
11	Fiber patch cord (LC-LC Multi/Single Mode OM4) - 15" Feet	10	X	X	X	X
12	Fiber patch cord (LC-LC Multi/Single Mode OM4) - 30" Feet	10	X	X	X	X
13	Fiber patch cord (LC-LC Multi/Single Mode OM4) - 45" Feet	10	X	X	X	X
14	42U Standard Server Rack of 600X1200mm with required standard Rpdu with 20 x C-13 and 4 x C19 for each Rack with lock	10	X	X	X	X
15	42U Standard Server Rack of 800X1200mm with required standard Rpdu with 20 x C-13 and 4 x C19 for each Rack with lock	10	X	X	X	X

D: Rate freezing for optional items the contract period (5 years)

Sr. No.	Items	Qty (a)	Base Unit cost (Rs.) (b)	Total Cost per annum excluding taxes (Rs.) (c=a*b)	Total GST (Rs) (d)	Total cost including taxes (Rs.) e=c+d
16	Cost of additional opaque caging for 25 proposed racks (optional)	1	X	X	X	X
17	LAN cabling (Structured Cabling per rack) Structured LAN cabling with patch panel / LIU from the Network rack to the Server Racks as per the network design finalized with the LIC's network team. LAN cabling should support 10G speed from the first day. Service provider has to use LAN cable, patch card and patch panel of Corning/Commscope/Panduit/Siemon only.	10	X	X	X	X
Total Cost for optional Items						XXX

Note for optional items (point no. D):

- i. Quantity mentioned above is only for TCO calculation purpose, actual requirement may vary and payment will be made on pro-rata basis as per charges quoted against the line-item.
- ii. LIC will place purchase order on the basis of actual requirement during the contract period as and when required.
- iii. These charges will be valid during entire contract period. LIC will not pay any recurring charges against these items.

E: Total Cost to Ownership (TCO)

Sr. No.	Description	Total Five year cost including taxes (Rs.)
1	Recurring charges for Co-location Facility- A 1, A2	XXX
2	Recurring charges for Network Link- B	XXX
3	One Time cost - C	XXX
4	Cost for optional Items- D	XXX
	Total TCO - E (A+B+C+D)	XXXX

TCO in words:

1. Note:

- i. All the costs mentioned above in TCO must be quoted in Indian Rupees and in WORDS AND FIGURES inclusive of taxes and it is valid during the contract period. In case of any discrepancy, TCO quoted in words will be considered.
- ii. Prices quoted by the bidder are inclusive of all applicable Taxes i.e. GST (CGST/SGST/IGST).
- iii. Bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice.
- iv. The prices quoted should also include charges towards freight, forwarding, delivery, installation, transportation, configuration/reconfiguration, integration and go-live.
- v. LIC will not pay any additional charges other than those mentioned above whatsoever the case may be.
- vi. For recurring charges payment will be processed quarterly in arrears on submission of invoice.
- vii. For one-time implementation charges payment will be released on submission of invoice and sign off report from the concerned LIC official confirming the successful execution of the task.
- viii. The Vendor should mandatorily provide pricing for each of the line item specified herein above. Leaving any of the items will be deemed as incomplete Commercial Bid.
- ix. If the cost for any line item is indicated as zero, then it will be assumed by LIC that the said item is provided to LIC without any cost.
- x. The Co-location Charges need to include all services and other requirement such as power, cooling, BMS etc.
- xi. All Quoted Commercial Values should comprise of values only up to 2 decimal places. LIC for evaluation purpose will consider values only up to 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.

- xii. Payment for co-location charges of Powered ON & Powered OFF racks will be made on pro rata basis as per rate from the date of Racks Powered ON.
- xiii. LIC will deduct applicable TDS, if any, as per the law of the land.
- xiv. All the prices quoted by the selected bidder in response to this bid shall be valid during the extended contract period also. However, cost for extension of network link facility and Power charges from 6th year onwards will be decided on the basis of on-going market rates at the time of renewal.
- xv. In case the power charge reduces in the market due to any reason like reduction of tariff by electricity board etc., then bidder has to pass on the benefit to LIC.
- xvi. **Bidders while participating in RFP should submit price element(s) in financial bid only. Accordingly, all bidders are advised not to mention any price element(s) in the technical bid, else the offer shall be rejected as non-responsive.**

2. Power Consumption charges on Actual consumption Basis:

- i. Power charges should be same during the initial contract period of 1 year. For 2nd year onwards, power charges will be finalized on annual basis, based on the prevailing Electricity Board rates at that time there will again be proportionate reduction to power tariff as initially provided by the bidder (if any).
- ii. The following is the formula for calculating the power charges in a Data Center:
Metered units for the LIC setup (MU) x power tariff (PT) x PUE.
- iii. The Power Tariff (PT) will be computed from the power bill received from the electricity board for the Data Centre facility where LIC has hosted its site.
Power Tariff (PT) = (Total Cost of Power/ Total no. of units)
- iv. A separate power meter to be provided and power will be payable in actual usage basis.
- v. For recurring charges, payment will be processed monthly in arrears on submission of invoice and sign off report from the concerned LIC official.
- vi. The power charges will be paid actuals based the actual consumption. The meter reading to be taken in presence of LIC official and reading noted should be duly acknowledged by LIC official.
- vii. For one time implementation charges payment will be released on submission of invoice and sign off report from the concerned LIC official confirming the successful execution of the task.
- viii. The Vendor should mandatorily provide pricing for each of the line item specified herein above. Leaving any of the items will be deemed as incomplete Commercial Bid.
- ix. If the cost for any line item is indicated as zero, then it will be assumed by LIC that the said item is provided to LIC without any cost.
- x. The Co-hosting Charges need to include all services and other requirement such as power, cooling, BMS etc.

- xi. All Quoted Commercial Values should comprise of values only upto 2 decimal places. LIC for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- xii. LIC will deduct applicable TDS, if any, as per the law of the land.

We understand that the above-mentioned figure is for price-comparison purpose only and LIC will pay on actuals, considering the unit prices indicated by us. We have not altered any of the values / formats / wordings specified in the Tender Document.

Authorized Signatory:

Place:

Name and Designation:

e-mail ID:

Date:

Business Address:

<This space is left intentionally blank>

Annexure H: Compliance Statement

Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12.08.2024
Co-Location: Bengaluru

DECLARATION

Date:

To,

Executive Director (IT / Digital Transformation)
Life Insurance Corporation of India,
Central Office, IT Department,
Jeevan Seva Annexe, 3rd Floor, South Wing,
S.V. Road, Santacruz West,
Mumbai, Maharashtra – 400054.

Dear Sir,

We hereby undertake and agree to abide by all the terms and conditions stipulated by the CORPORATION in the RFP document.

We certify that the items offered by us in response to the bid conform to the technical specifications stipulated in the bid with the following deviations:

1)

2)

....

(If left blank it will be construed that there is no deviation from the specification given above)

Signature:

Seal of Company

Annexure H.1: Certificate of Deviation

Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12.08.2024
Co-Location: Bengaluru

Date:

To,

Executive Director (IT / Digital Transformation)
Life Insurance Corporation of India,
Central Office, IT Department,
Jeevan Seva Annexe, 3rd Floor, South Wing,
S.V. Road, Santacruz West,
Mumbai, Maharashtra – 400054.

Sir/ Madam,

Following are the technical deviations, variations and assumptions from the requirements for the LIC project under Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12/08/2024

These deviations, variations and assumptions are exhaustive. Except these deviations, assumptions and variations, the entire work shall be performed as per RFP requirements and documents.

Clause No	Brief Narration	Assumption, Variations etc. with reasons

Witness:

Bidder:

Signature:

Signature:

Name and Address:

Name and Address:

Date:

Date:

Annexure H.2: Certificate of Deviations from RFP Terms and ConditionsRef: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12.08.2024
Co-Location: Bengaluru

Date:

To,

Executive Director (IT / Digital Transformation)
Life Insurance Corporation of India,
Central Office, IT Department,
Jeevan Seva Annexe, 3rd Floor, South Wing,
S.V. Road, Santacruz West,
Mumbai, Maharashtra – 400054.

Sir/ Madam,

Following are the deviations from the Terms and Conditions in the Request for Proposals of Life Insurance corporation of India, Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12/08/2024, Co-Location: BENGALURU.

These deviations, assumptions and variations are exhaustive. Except these deviations, assumptions and variations, all other Terms and Conditions of the RFP are acceptable to us.

S.N.	Page No.	Clause No	Brief Narration	Statement of Deviations and Variations, assumption	Remarks

Witness:

Bidder:

Signature:

Signature:

Name and Address:

Name and Address:

Date:

Date:

Annexure I: Format for Performance Bank Guarantee

To,

Executive Director (IT / Digital Transformation)
Life Insurance Corporation of India,
Central Office, IT Department,
Jeevan Seva Annexe, 3rd Floor, South Wing,
S.V. Road, Santacruz West,
Mumbai, Maharashtra – 400054.

(Hereinafter referred to as "LIC / you")

Whereas consequent to your Request for Proposal (RFP) No _____ dated _____ you have issued a Purchase Order No. _____ dated _____ to M/s _____, having its corporate office at _____ (hereinafter referred to as "the Contractor") to develop, implement and support name of software solution/service for the Corporation.

Whereas as per the payment terms of the said RFP/Purchase Order the Contractor has to submit an unconditional and irrevocable Bank Guarantee from any scheduled commercial Bank in favour of you.

And whereas, we, _____ bank, having our branch office at _____ (hereinafter referred to as "the Guarantor") on the request of the Contractor hereby expressly and unreservedly undertake and Guarantee to pay to you, a sum not exceeding `_____-/- (Rupees _____ Only), being 5% of the value of the Purchase Order, in the event of any breach by the Contractor of the obligations under your said Purchase Order, or reasons attributable to the Contractor on account of the same. This Guarantee shall be limited to an amount not exceeding `_____-/- (Rupees _____ Only). You may raise a demand on us in writing stating the amount claimed under the Guarantee and on receipt of your claim in writing, without any demur, protest or contest and without any reference to the Contractor, we the Guarantor shall make the payment under this Guarantee to CORPORATION within 24 hours of receipt of written claim / demand.

We the Guarantor, further confirm that a mere letter from the CORPORATION that there has been a breach by the Contractor of its obligations or there are sufficient reasons for invoking this an unconditional and irrevocable Guarantee, shall without any other or further proof be final conclusive and binding on the Guarantor.

We shall not be discharged or released from this undertaking and the Guarantee by any arrangement, variation, violation between you and the Contractor, indulgence to Contractor by you with or without our consent or knowledge and this Guarantee shall be in addition to any other Guarantee or security you possess against the Contractor.

This unconditional and irrevocable Guarantee shall be a continuing Guarantee and shall not be discharged by any change in the constitution of bank, Guarantor or the Contractor. It is further

guaranteed that the payment under this Guarantee shall be made by us on receipt of your written demand as aforesaid making reference to this Guarantee.

Notwithstanding anything contained hereinabove, our liability under this an unconditional and irrevocable Guarantee is restricted to _____/- (Rupees _____ Only).

This Guarantee shall remain in full force and effect for a period of __ years from the date of the installation i.e. up to _____. Unless a claim under this Guarantee is made against us within one month from that date i.e. on or before ____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Thereafter, our Guarantee shall be considered as null and void whether returned to ourselves or not.

Date:

For _____ (Branch and Bank)

Place:

<This space is left intentionally blank>

Annexure J: Bank Guarantee Format for EMD Submission

(To be submitted on a stamp paper of Rs.500/- (Rupees five hundred only).

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 corporate 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 (Bidder’s Name & Address) _____ (hereinafter referred to as the “Bidder”).

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Bidder, 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).

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 three months from the date of 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 Bidder.

Dated at _____ this _____ day of _____ 2024.

Sealed & Signed by the Bank.

Annexure K: Contract Agreement /SLA -Terms & Conditions

1. Levels and Definitions:

This Section describes the service levels that have been established for the Services offered by the bidder to the LIC. The bidder shall monitor and maintain the stated service levels to provide quality customer service to the LIC.

System availability is defined as:

$$\frac{\{(Scheduled\ operation\ time - DC\ IT\ infrastructure\ downtime)\}}{(scheduled\ operation\ time)} * 100\%$$

Where:

- a. "Data Centre / DC" means the facility propose by the Service provider to co-host LIC's equipment required to form the LIC's co-located Data Centre.
- b. "Scheduled operation time" means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
- c. "IT infrastructure downtime" subject to the SLA, means accumulated time during which the DC IT infrastructure is totally inoperable due to in-scope system or infrastructure failure, and measured from the time LIC and/or its customers log a call with the bidder help desk of the failure or the failure is known to the bidder from the availability measurement tools to the time when the System is returned to proper operation.
- d. Critical and Key infrastructure of Data Centre will be supported on 24x7 basis.
- e. Outage shall commence when each or either fails.
- f. If any one or more of the components defined in "Critical" at the Data Centre Facility are down resulting in non-availability of LIC solution deployed, then the services listed in the availability measurements table shall be considered for calculating the downtime.
- g. Typical Resolution time will be applicable only if any equipment or Infrastructure is down.

Table K1			
LEVEL	Type of Infrastructure	Function / Technology	Typical Resolution time
I. Critical	Environmental Infrastructure	<ul style="list-style-type: none"> a. Access controls b. Power supply from UPS c. Precision Air conditioning d. Fire Detection System e. Water detection systems f. Humidity Controllers g. Gen-sets h. Building Management Systems i. LAN cabling 	Within 5 minutes
II. Key	Environmental Infrastructure	All other environmental infrastructure being a part of SP solution and not considered as critical.	Within 15 minutes

2. Service Levels

Service Levels will include Availability measurements & Performance Measurements

Availability Report will be provided on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the by the bidder at the end of every month containing the summary of all incidents reported and associated bidder performance measurement for that period. All Availability Measurements will be on a monthly basis for the purpose of Service Level reporting.

Audits will normally be done on monthly/quarterly basis or as required by LIC and will be performed by LIC or LIC appointed third party agencies.

Table K2			
Level	Type of Infrastructure	Measurement	Expected Service Level
I. Critical	Environmental Infrastructure	Availability of Critical Environmental Infrastructure Elements.	99.982%
II. Key	Environmental Infrastructure	Availability of Key Environmental Infrastructure Elements	99.5%

3. Performance Measurements:

- a. Performance measurements will normally be done on monthly basis or as required by LIC and will be performed by LIC or LIC appointed third party agencies. The bidder representative will assist LIC in performing Performance Measurements.

Table K3		
Type of Infrastructure	Measurement	Expected Service Level
Maintenance time for servicing (excluding all links)	Each planned maintenance time for servicing (up gradation, repairs, regular maintenance etc.) will not be more than 4 hours. This activity will not be carried out during business hours. However, such activities which require more than 4 hours or required to be carried out during business hours will be scheduled in consultation with the LIC. No Down-Time will be given for any maintenance activity.	99.982%

- b. All individual elements under respective level and type will be aggregated to arrive at the service level. Penalty Charges Inability of the solution (entire Infrastructure provided by the bidder for example AC, UPS, DG, Power etc.) to deliver the required functionality at performance levels expected at the specified volumes (including the expected increase in volumes) detailed under the above clauses would result in breach of contract and would invoke the penalty clause.

Table K4	
Monthly uptime	Penalty
Greater than or equal to 99.982%	No Penalty
99 % to less than 99.982%	15 days equivalent of Charges for the year's total cohosting amount.
98 % to less than 99%	30 days equivalent of Charges for the year's total cohosting amount.
Less than 98%	Penalty at the rate of 2% of annual rental charges for every 0.1% lower than the stipulated uptime. Penalty will be cumulative for uptime less than 98%.

- c. LIC will not pay charges of the affected facility for the period of total downtime of the facility.

- d. Record and data for the Service Availability computations and determinations as available in Downtime/ Availability" report. The penalty will be subject to an overall cap of 10% of the contract value or yearly pay out and thereafter, the contract may be cancelled.
- e. Total Data Centre co-location charges shall be as per the definition provided in Annexure 'G' as Indicative Commercial Bid.
- f. Penalties will also be levied upon for any delays in providing LAN, electrical, MUX connectivity to each rack and the sitting area as required etc. The deduction towards the delays of such deliverables will be 0.5% of the contract value per week subject to a maximum of 10% of the contract value.

4. Penalty Calculation:

Example 1:

If the Data Centre Co-location Charge is 1,20,00,000 and the bidder achieves an Availability of 99.6% in the month of May (31 days).

Penalty to be levied for 15 days equivalent of Charges for that year's total Data

Centre Co-location amount, on a pro rata basis

$$\begin{aligned} \text{Per Day Charge} &= 1,20,00,000 / 365 = 32,878 \\ \text{Penalty } 15 * 32,878 &= 4,93,170 \end{aligned}$$

Example 2:

96.2 % is the Availability achieved in a particular month and the yearly co-location charge is 1,40,00,000 INR.

$$\begin{aligned} 98 \% - 96.2 \% &= 1.80 \% \\ 1.80 / 0.1 &= 18 \text{ points penalty} \\ 2\% \text{ annual charge} &= 1,40,000 \\ 18 * 2 * 1,40,000 &= \text{INR } 50,40,000 \end{aligned}$$

The penalty will be cumulative for uptime less than 98%.

5. Fault Reporting, Trouble Ticketing and Call Closure Procedure

- a. The LIC personnel shall notify the Service Provider LIC DC HELPDESK to report a Service Outage. The Service Provider DC HELPDESK shall have a Trouble Ticket opened for the LIC and LIC shall quote the Trouble Ticket Number in all future communication.
- b. Upon opening of a Trouble Ticket, Service Provider shall investigate the reported Service Outage and shall promptly rectify the same.

- c. In case the Call is related to any equipment or performance, or any repair, which would cause a Service Outage, appropriate notice shall be sent to the LIC, before taking the equipment in maintenance.
- d. Any call, which is not resolved within 10 minutes of reporting, must be informed to LIC.
- e. Service Provider shall attempt to resolve all Trouble tickets in accordance to the Resolution matrix mentioned above. The resolution could be repair / replacement or providing a work around which does not hamper the normal productivity of the LIC.
- f. Upon such rectification, Service Provider shall communicate the same to the LIC and close the Trouble Ticket. Service Provider shall ensure that call closure is done after LIC's acknowledgement.
- g. The service window for all the calls shall be 24x7.

6. Link Uptime:

LIC will pay charges depending upon the achievement of link uptime. Full amount will be paid for 99.5% uptime or higher and the payment reduces at the rate of 10% for every 0.5% reduction in uptime. Down time will be calculated from the time of booking the complaint. No payment will be made for uptime less than 95%. However, LIC issues will be exempted from calculating the uptime.

Table K5	
Uptime	% of monthly cost
A >= 99.5%	100%
99.0% <= A < 99.5%	90%
98.5% <= A < 99.0%	80%
98.0% <= A < 98.5%	70%
97.0% <= A < 98.0%	60%
95.0% <= A < 97.0%	50%
Less than 95%	NIL

There should be no unplanned downtime of more than 30 minutes during the peak business period (8 AM to 8 PM) and more than one hour during a period of 24 hours.

Following will be excluded while calculating the down time:

- a. Down time due to LIC issues.
- b. Schedule down time for maintenance activity. Bidder need to inform about for schedule down time to LIC well in advance not less than a week.
- c. Down time due to force measure like Earth quake, Natural calamities, Riots and major power outage.

7. Additional link penalty:

As business-critical applications will be running on the LIC’s network, any downtime will severely affect LIC’s business causing substantial financial and reputation loss. Therefore, to avoid such losses, the service provider should take adequate steps to deliver the desired uptime. To ensure the desired uptime, following penalty will be imposed on bidder in addition to the SLA penalty mentioned as above.

Table K6		
Sr. No.	Details	Penalties
1	Link down for a period of 4 hours continuously in a day	Rs.10,000/- per day
2	Link latency more than 3ms with link utilization less than 60 % at any point of time for link between DC, Vile Parle and proposed co-location site.	Rs.10,000/- per instance

Penalty mentioned in above table will be applicable for each link not meeting the defined latency level. However, the penalty will be maximum to the 10% of yearly contract value. LIC reserves its right to recover this amount by any mode such as adjusting from any payment to be made by the LIC to the Company.

Authorized Signatories
(Name, Designation and Seal of the Company)

Dated this day of.....2024.

Annexure L: Undertaking from Service Provider

Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12.08.2024
Co-Location: Bengaluru

To,

Executive Director (IT / Digital Transformation)
Life Insurance Corporation of India,
Central Office, IT Department,
Jeevan Seva Annexe, 3rd Floor, South Wing,
S.V. Road, Santacruz West,
Mumbai, Maharashtra – 400054.

Subject: Undertaking of ownership of site / premises proposed for COLO Center for the LIC (in case of owned site) OR Undertaking of unexpired lease period on the proposed COLO Center period for the LIC (in case of leased premises).

Dear Sir,

In case of owned site/s:

We hereby undertake that the following site address proposed by us, is owned premise and is registered in the name of M/S (Service provider name) vide sale agreement # (XX) dated ___/___/_____:

Site address:

Sale agreement reference #

Sale agreement dated:

In case of leased site/s:

We hereby undertake that the following site address proposed to the LIC as COLO Center, is a leased premise vide lease agreement dated ___/___/_____, between M/S (Service provider name) and (Name of the Lessor). The details of the lease period for the premises are as mentioned below:

Address of the Site proposed to the LIC

Lease agreement dated:
Validity of the lease period:
Name of the lessor:
Unexpired lease period on RFP Response due date:

Please note that the sale agreement / lease agreement copies (whichever applicable) are enclosed herewith as supporting documents.

Kindly refer to us in case of any clarifications.

Warm Regards,

Authorised person's Name

Signature

Designation

Address

Email and phone #

<This space is left intentionally blank>

Annexure M: Authority Letter

Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12.08.2024
Co-Location: Bengaluru

(To be submitted in Original on Letterhead)

To,

Executive Director (IT / Digital Transformation)
Life Insurance Corporation of India,
Central Office, IT Department,
Jeevan Seva Annexe, 3rd Floor, South Wing,
S.V. Road, Santacruz West,
Mumbai, Maharashtra – 400054.

Subject: Authority Letter

Reference: RFP document no. LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12/08/2024; Co-Location: BENGALURU

Dear Sir,

We, M/s _____ (Name of the bidder) having registered office at _____ (address of the bidder) herewith submit our bid against the said RFP document.

Mr./ Ms. _____ (Name and designation of the signatory), whose signature is appended below, is authorized to sign and submit the bid documents on our behalf against said RFP.

Specimen Signature:

The undersigned is authorised to issue such authorisation on behalf of us.

For M/s _____ (Name of the bidder)

Signature and company seal

Name
Designation
Email
Mobile No.

Annexure N: Compliance Sheet for Bid Qualification

Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12.08.2024

Co-Location: Bengaluru

#	Basic Requirement	Required	Provided	Reference & Page Number
1.a	Bid Processing Fee	Demand draft drawn on any nationalized Bank for Rs.11,800/-	Yes /No	
1.b	Earnest Money Deposit	Bank Guarantee for Rs.50,00,000/-	Yes /No	
2.a	Legal Entity	Copy of Certificate of Incorporation and Copy of GST Registration Certificate	Yes /No	
2.b	Registered Company in India	Copy of Registration	Yes/No	
3.	The bidder should be a single entity, no consortium or joint venture is permitted.	Self-certifying letter by the person Authorized to bid duly stamped by Company's seal.	Complied/ Not complied	
4.	The bidder would undertake not to sub-contract / outsource any part of the work without LIC permission.	Undertaking	Yes /No	
5.	The bidder shall not be debarred by any PSU/LICs/Govt. Agency, as on date of submission of bid.	Self-certifying letter by the person Authorized to bid duly stamped by Company's seal.	Yes /No	
6.	The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices.	Self-certifying letter from the Bidder/Service Provider, by the person Authorized to bid duly stamped by Company's seal.	Yes/No	

#	Basic Requirement	Required	Provided	Reference & Page Number
7.	The Bidder/Service Provider must have provided Data Center co-hosting facility to at least 6 Companies of which at least 2 should be financial institutions at any of their co-hosting sites in India.	Self-certifying letter from the Bidder/Service Provider, clearly mentioning to have provided Data Center co-hosting Facility by the person Authorized to bid duly stamped by Company's seal.	Yes /No	
8.	The Bidder/Service Provider should have an annual turnover of at least Rs.36 Crores in last 3 financial years (i.e. 2023-24, 2022-23 and 2021-22) in data centre services.	Certified Audited Balance sheet of the respective Financial years which clearly gives the details of the subsidiary / Data Center.	Yes /No	
9.	The Bidder/Service Provider must be the owner of the proposed premises (directly or by the same group of companies). or in case of leased premises, the unexpired lease period must be available for at least another 12 years or minimum 7 years of unexpired lease period with renewal provision in the lease agreement at the expiry of lease.	Supporting documents to be submitted.	Yes /No	
10.	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory or submission demonstrating that the representative has been duly authorized to sign.	Yes/No	

#	Basic Requirement	Required	Provided	Reference & Page Number
11.	The bidder must have certifications related to IT infrastructure as on RFP publishing date as per technical bid (Annexure D)	Copy of Certificates to be submitted	Yes/No	

Authorized Signature (In full and initials):

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

<This space is left intentionally blank>

Annexure O: Financial Turnover Details

Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12.08.2024
Co-Location: Bengaluru

Financial Information			
Bidder's Name:			
	FY: 2021-22	FY: 2022-23	FY: 2023-24
Annual Turnover from Providing Data Centre specific services (in INR Crores)			
Net Worth in Crores			
Operating Profit (as EBITDA i.e. Earnings Before Interest, Tax, Depreciation & Amortization) in Crores.			
Other relevant information			

Note: Please attach relevant sections of the documentary proofs.

We undertake the following -

- We do not have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completions, litigation history, or financial failures etc. in earlier works executed with LIC or any other company.
- We undertake not to sub-contract / outsource any part of the work without LIC permission.
- We have not been blacklisted by any company or Government Body for corrupt or fraudulent practices or non-delivery, non-performance.
- We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

Authorized Signature (In full and initials):

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

Annexure P: Details of Litigation (s)

Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12.08.2024
Co-Location: Bengaluru

(To be submitted on Company's letterhead by the Bidder with Seal and Signature)

(A) Details of litigation(s) the Bidder is currently involved in, or has been involved in for the last three years:

1. Party in dispute with :
2. Year of initiation of dispute:
3. Detailed description of dispute:
4. Resolution / Arrangement arrived at (if concluded) :

(B) Blacklisted by any Govt/PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance in the last three years. (Yes/No)

Witness:

Bidder:

Signature:

Signature:

Name and Address:

Name and Address:

Date:

Date:

Annexure Q: Declaration for Compliance

Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12.08.2024
Co-Location: Bengaluru

All Terms and Conditions including scope of work except technical specifications

We hereby undertake and agree to abide by all the terms and conditions stipulated by the LIC in this bid including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

Signature:

Seal of company:

Technical Specifications

We certify that the systems/services offered by us for tender confirms to the specifications stipulated by you with the deviations as mentioned in Annexure H, Annexure H1 and Annexure H2.

Signature:

Seal of company:

Annexure R: LIC Bank Account Details

Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12.08.2024
Co-Location: Bengaluru



LIC Dept., Central Office, 'Vijaybhoomi', Jeevan Seva Marg, P.B.No.19933, Mumbai - 400 021

BANK ACCOUNT DETAILS

BANK NAME	KOTAK MAHINDRA BANK
BANK ADDRESS	5 C/II, GROUND FLOOR, MITTAL COURT, 224, NARIMAN POINT, MUMBAI-400 021
TITLE OF BANK A/C	LIFE INSURANCE CORPORATION OF INDIA
TYPE OF BANK A/C	CURRENT
BANK ACCOUNT NO.	7311115782
IFSC	KKBK0000958
MICR CODE	400485002




SIGNATURE

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Annexure S: Activity Schedule

#	Activity	Details
1	RFP Reference & date	Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated: 12/08/2024, Co-Location: BENGALURU
2	Bid Processing Fee (Non-refundable)	<p>INR 11,800/- i.e. Rs.10,000/- + GST (18%) (Rupees Eleven Thousand Eight Hundred Only) inclusive of Taxes, to be paid through NEFT/RTGS to Life Insurance Corporation of India. Refer: Annexure-R LIC Bank Account Details.</p> <p>The bidder must provide the UTR of the deposit along with the bid.</p> <p>MSE bidders will be exempted from payment of bid processing fee as defined in MSE Procurement Policy (MSEs) order 2012 ,issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department if bidder can furnishing requisite proof such as MSME/NSIC certificate subject to satisfaction of LIC.</p>
3	Address for submission of Bid	To be submitted online through e-procurement website: www.tenderwizard.com/LIC
4	Pre Bid Meeting	<p>Meeting Date: 20.08.2024 (Tuesday) Meeting Time: 11.00 Hrs. (IST) – 13.00 Hrs. (IST) Venue: LIC of India, Conference Room, Central Office, IT Department, Jeevan Seva Annexe, 3rd floor, S V Road, Santacruz (W), Mumbai – 400054</p> <p>OR through video conferencing link as mentioned below: Meeting Link: https://licindiasampark.webex.com/licindiasampark/ j.php?MTID=m5a222c11fe0ac7d2897422ab183812b 2</p> <p>Meeting Password - 1608</p>

#	Activity	Details
5	Last Day and time for receiving queries after Pre-bid Meeting.	21/08/2024, latest by 17.00 Hrs. (IST)
6	Earnest Money deposit (EMD)	<p>INR 50,00,000/- (Rupees Fifty Lakhs Only) in the form of Bank Guarantee. Refer Annexure J</p> <p>EMD exemption will be given for Micro and Small Enterprises as defined in MSE Procurement Policy 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 in the folder as mentioned in this RFP document.</p>
7	Mode of submission	Online (www.tenderwizard.com/LIC)
8	Response to Pre Bid queries from LIC	<p>All responses in the form of corrigendum will be uploaded on LIC's website http://www.licindia.in/Bottom-Links/Tenders, Central Public Procurement Portal (CPPP) and e-Tender portal www.tenderwizard.com/LIC. Bidders should keep checking the website for response, if any.</p>
9	Last Date & Time for Bid Submission	<p>Bid Document Download End Date: 03/09/2024 before 03.00 PM (IST).</p> <p>Bid Submission End Date and Time: 03/09/2024 at 03.30 PM (IST) (Upload of Documents on the e-Tender Platform).</p>
10	Eligibility Bid, Technical Bid opening date/time/venue	<p>Opening Date : 03/09/2024 4:00 PM (IST)</p> <p>The Eligibility, Technical Bids will be opened by the Tender opening committee of LIC in the virtual presence of the bidders' representatives who choose to attend at the e-Tendering portal.</p>
11	Commercial Bid opening date/time/	To be notified to the Shortlisted bidders.
12	Online Reverse Auction Schedule	To be notified to the shortlisted Bidders.
13	Mail-ID for correspondence	E-mail ID: co_itpvm_rfp@licindia.com
14	LIC's contact details	022-67090493
15	LIC's Official website	http://www.licindia.in/

Annexure T: General User Guide for e-Procurement Process

Note: This document contains the general instructions to bidders for e-procurement process through www.tenderwizard.com/LIC. Some instructions or steps provided in this document may need to be followed by bidders at various stages of the e-tendering process, as applicable and in accordance with the instructions outlined in the referenced RFP.

**** Disclaimer: ****

This annexure is intended solely for reference purposes and should not be considered exhaustive. For detailed information, bidders are advised to contact the help desk mentioned below. Under no circumstances shall LIC be held responsible for any failure in bid submission based on the reference of this annexure.

Contact Details:

Helpdesk Nos.:

Mr. Lokesh HR - lokesh.hr@antaressystems.com -- +91 9686115304

Mr. Sushant Panchal - sushant.sp@antaressystems.com -- +91 9731468511

Phone: 080-40482100

Email Id: licetenderhelpdesk@gmail.com

Step 1: Registration Process

URL: www.tenderwizard.com/LIC

- Click on “TenderFreeView” to see (view and download) all the tender notifications and corrigendum’s
- Click on “Register Me” Hyperlink and get your User Id and Password.
- (Certain special chars like ~ ` ' # \$ % & *! () ; \ / ? “: < > + - { } [] are not allowed in the company id or any key attributes).
- Once you fill all the details asked by “Register Me” form and obtain your password, contact the Office of LIC to enable your User ID.
- After this, Bidder can key in their User Id and Password and get successful entry in to the application.

STEP 2: Participation

Participation

- a. Bidder should login with his USER ID and PASSWORD
- b. After Successful entry into the application click on hyperlink “UnApplied”.
- c. By clicking on hyperlink “UnApplied” you can see the latest tenders which are floated and other details relevant to tender.

- d. On this screen (UnApplied) you will find various gif's on the left hand side. Click on "Edit form" gif and see all the documents attached. Please download these documents and go through them.
- e. Once you have gone through the entire tender document and you wish to participate in the tender click on "Request Tender Form" gif.
- f. Now once you have requested for tender documents click on "In Progress" stage. You can see the status as "RECIEVED".
- g. You will get two excel files "Technical bid.xls" and "Commercial bid.xls" along with other documents. Firstly, you need to download this document by clicking on hyperlink "Click here to Download Empty Document." Then Save the file with the same file name

Note:-

1. You should not change the file name of any Excel file.
2. You should only key in the values in blue cells only.

STEP 3: Tender Submission

- a. EMD Submission & Form Fee submission: Click on "Click here to enter EMD Details". Fill all the fields provided in that sheet and press on "Submit" button to submit the EMD details.
- b. Click on "Click here to enter Form Fee Details". Fill all the fields provided in that sheet and press on "Submit" button to submit the Form Fee details.
- c. Open the downloaded Technical & Commercial Bid sheets, Bidder should fill values in blue cells only, provided in these sheets. These can be uploaded by clicking on "Click here to upload filled File".

Reminder:

1. Technical bid and Commercial bid should be uploaded by using
2. "Click here to Upload filled File".
3. All other supporting documents could be uploaded using Document Library link available in Left side menu and attached to this tender by clicking "Click here to Attach General Documents" link provided below.
4. Please don't change the name of the file as system will not accept any other file name.

Steps for uploading the additional documents (supporting documents) to your account.

- a. In the left hand menu click on Document Library, general document page will appear Click on upload new file Button for uploading new document, upload sheet will appear Select the file to be uploaded, enter the description and attachment name.
- b. Click on Upload file
- c. Repeat step 2 and 3 for uploading new files
- d. To change the description and attachment name for the uploaded file use Update existing file button

Note: This is for altering the description and attachment name only.

Attachment of general document to a particular tender

- a. Go to tender Documents screen of that particular tender
- b. Go to Click here to Attach General Documents –Additional documents can be optionally Uploaded General Document Summary sheet will appear.
- c. In General Document Summary screen select the file you want to attach and make necessary changes for Tender Stage and click Attach file button.
- d. If you need to attach any new files for the tender follow Steps for uploading the Additional documents.
- e. Other details could be scanned and uploaded but ensure that it is smaller in size (i.e. < 1MB for Fast Uploading of Document). (only.doc, .jpg,.gif,.xls, .bmp, .pdf.)
- f. The server time will be displayed at the right hand side of the page please follow this time, and all the actions i.e;(Requesting, Submitting, Opening etc.,) takes place according to this time only.

NOTE :

You will see all the red coloured links changing to black colour, when you have uploaded.

- A) Technical bid
- B) Commercial bid or Price bid
- C) Form Fee Details
- D) EMD Details

Once you fill the above documents only then you will able to submit the tender by clicking on the “Submit the Tender Form” button before the tender closing date and time.

STEP 4: Acknowledgement

Once you submit the tender you will get the submitted token number, submitted date and submitted time. Take the print of that sheet then click on “OK”. Then the status will change to submitted.

STEP 5: OPENING

- a. After the tender is opened at the stipulated date and time, the award details can be accessed in the OPENED/AWARDED stage.
- b. To view the opened tenders click on the “Opened/Awarded” link then click on edit form to view your compete tors bid sheets who participated with you and who are not disqualified.

Note:

1. If you do not get the submitted status and token number, contact tendering authority well in advance. DAE is not responsible for tender’s not received or submitted properly. Bidders are requested to undergo training and get their doubts clarified well in advance.
2. If any queries please contact DAE Office and if required, personal training would be given. Please feel free to contact if you have any clarifications regarding E-Tendering.

Annexure U: Undertaking for Warranty and Quality Assurance

Ref: LIC/CO/IT-DT/PVM/COLOCATION/2024-25/2 dated 12.08.2024
Co-Location: Bengaluru

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

To,

Executive Director (IT / Digital Transformation)
Life Insurance Corporation of India,
Central Office, IT Department,
Jeevan Seva Annexe, 3rd Floor, South Wing,
S.V. Road, Santacruz West,
Mumbai, Maharashtra – 400054.

Dear Sir/Madam,

We hereby accept all the Term & Conditions of the RFP and extend Quality Assurance for a period of Five years from the date of installation as per the terms and conditions stated in the RFP document referred above.

We further hereby undertake that the services agreed as per SLA as per the terms and conditions of the RFP and subsequent contract will be available for a period of **Five years** and may be further extended by both parties with mutual agreement.

Dated at _____ this _____ day of _____ 2024

Authorized Signatory

Signature of the authorized official

Name:

Designation:

Name & Address of the company:

Seal of the Company

Annexures Checklist:

S.No	Annexure Name	Number of Pages	Attached Yes/No
1	A- Pre Contract Integrity Pact		
2	B- Technical Bid Form (Covering Letter)		
3	C- Eligibility Criteria		
4	C1 - Scope of Work and Specifications		
5	D- Technical Compliance		
6	D1- Technical Bid Evaluation		
7	E- Bidder Details		
8	F- Non Disclosure Agreement (NDA)		
9	G- Indicative Commercial Bid		
10	H- Compliance Statement		
11	H1- Certificate of Deviations		
12	H2- Certificate of Deviations from RFP Terms and Conditions		
13	I - Format for Performance Bank Guarantee		
14	J- Bank Guarantee Format for EMD Submission		
15	K- Contract Agreement/SLA Terms and conditions		
16	L - Undertaking from Service Provider		
17	M- Authority Letter		
18	N- Compliance Sheet for Bid Qualification		
19	O- Financial Turnover Details		
20	P- Details of Litigation (s)		
21	Q- Declaration for Compliance		
22	R - LIC Bank Account Details		
23	S - Activity Schedule		
24	T - General User Guide for e-Procurement Process		
25	U - Undertaking for Warranty and Quality Assurance		

< ----- End of Document ----- >