

Life Insurance Corporation of India Central Office,
IT Department, Mumbai



Request for Proposal (RFP) / Tender Document

**RFP for Supply, Installation, Integration, Commissioning
and Maintenance of Data Center Switches for various Co-
located Data Centers for LIC of India**

[Ref: CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023]

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Contents

Section-A: INTRODUCTION	8
1) Definitions:	8
2) Abbreviations:	10
3) Invitation to Bid	11
4) Qualification Criteria	11
5) Activity Schedule	12
6) Current Setup:	13
7) Brief on the Scope of Work:	13
Section-B: ELIGIBILITY CRITERIA	14
1. Minimum Eligibility Criteria (MEC) for Data Centre Switches:	14
2. List of enclosures with Eligibility bid:	16
Section-C: INSTRUCTIONS TO BIDDERS.....	17
1) General Instructions	17
2) Partner	18
3) Issue of Corrigendum	18
4) Qualification Criteria	18
5) Terms and Conditions	18
6) Cost of Bidding	19
7) Relationship between LIC and the bidders	19
8) Information provided in the RFP	19
9) Bid Processing Fee	19
10) Pre-Bid Clarifications:	19
11) Pre-bid meeting:	20
12) Earnest Money Deposit:	20
13) Instructions for Bid Submission	21
14) Technical Bid	24
15) Commercial Bid (Indicative Price).....	24
16) Clarification on Bids.....	25
17) Modification and Withdrawal of the Bids	25
18) Compliant Bids / Completeness of Response	25
19) Revised commercial bid (If applicable):	27
20) Bid Validity Period	27
21) Late Bids:	27
22) Procedure for opening of the bids:.....	27
23) Bid Evaluation:	28
24) Rejection of non-compliant bid:	28
25) Eligibility Criteria Evaluation	28

26)	Technical Bid Evaluation process:.....	28
27)	Commercial Bid Evaluation process	29
28)	Normalization of Bids.....	29
29)	Online Reverse Auction:.....	30
30)	Notification Criteria	31
31)	Right to Accept Any Proposal and To Reject Any or All Proposal(s)	32
32)	Notification of Award	32
33)	Contracting	32
34)	Contacting LIC:	32
35)	Right to terminate the Process:	33
36)	Disqualifications.....	33
37)	Consortiums or sub-contractor.....	33
Section-D: TERMS AND CONDITIONS.....		34
A)	Terms and Conditions regarding bidding:	34
1.	Pricing & Taxes:.....	34
2.	Placing of Orders and making payments:	35
3.	Delivery & Installation schedule and Penalty (in case of a delay):	35
4.	Site not ready (SNR) cases:	36
5.	Installation of the equipments:	36
B)	Other / General Terms and Conditions:	36
1.	Assignment:.....	36
2.	Non-Disclosure Agreement (NDA):	37
3.	Performance Bank Guarantee (PBG):.....	37
4.	Signing of contract:.....	38
5.	Transportation and Insurance:.....	38
6.	Road Permit:	38
7.	Dispute:	39
8.	Consequences of Termination of the Selected Bidder:	39
9.	Force Majeure Condition or Unforeseen events:	39
10.	Limitation of liability:.....	40
11.	Confidentiality:	40
12.	Copyright Violation and Patent Rights:.....	40
13.	Fraud and Corrupt Practices:	40
14.	Ambiguities within the Document:.....	42
15.	Conflict of interest:	42
16.	Indemnity:.....	43
17.	Rights reserved by LIC:	44
18.	Contract Period.....	45

19. Obligations of the selected vendor.....	45
20. Warranties	46
21. Access to LIC's premises.....	46
22. Conduct at LIC's premises.....	46
23. Subcontracting	46
24. Documentation	46
25. Varying the Services	46
25.1 Variations proposed by LIC	46
25.2 Effective date of variation	47
25.3 Change Order.....	47
25.4 Change Requests.....	47
25.5 Contract Amendments.....	47
26. Co-operation with Personnel and entities interacting with LIC.....	47
27. Change in Constitution	47
28. Monitoring progress	48
28.1 Progress meetings	48
28.2 Reporting	48
28.3 Assessment of Services	48
28.4 Notice of non-compliant Services	48
28.5 Rectification of non-compliant Services.....	48
29. Intellectual Property Rights	48
29.1 Third Party Material.....	48
29.2 LIC ownership of Intellectual Property Rights in Contract Material	48
29.3 Responsibility of the successful bidder	48
29.4 Liability of the successful bidder	48
29.5 IPR Warranty	49
29.6 Remedy for breach of warranty.....	49
29.7 Patent Rights and other litigation costs.....	49
30. Moral Rights.....	50
30.1 Obtaining consents	50
30.2 Specified Acts.....	50
31. Liability.....	50
32. Confidentiality and privacy	50
32.1 Confidential Information not to be disclosed	50
32.2 Exceptions to obligations	51
32.3 Obligations on disclosure	51

32.4	Additional confidential information	51
32.5	Period of confidentiality	51
33.	Protection of personal information.....	51
33.1	Application of the clause	51
33.2	Obligations	51
34.	Security	52
34.1	Compliance with LIC requirements	52
34.2	Security clearance	52
34.3	Removal of LIC Data	52
35.	Books and records	52
35.1	Vendor to keep books and records	52
35.2	Costs	52
36.	Dispute Resolution	52
36.1	Reconciliation Process	52
36.2	Notification	52
36.3	Parties to resolve Dispute	52
36.4	Confidentiality	53
36.5	Costs	53
36.6	Termination of process	53
36.7	Breach of this clause	53
37.	Termination.....	53
37.1	Right to terminate	53
37.2	Termination and reduction for convenience	53
37.3	Termination by LIC for default	54
37.4	Termination for Insolvency.....	54
37.5	After termination	54
37.6	Survival.....	54
37.7	Severability.....	54
37.8	Termination does not affect accrued rights	55
37.9	Consequences of Termination of the Selected Bidder:	55
37.10	Business continuity beyond contract period	55
37.11	Knowledge transfer	55
38.	Notices and other communications	55
38.1	Service of notices	55
38.2	Effective on receipt	56
39.	Miscellaneous	56

39.1 Varying the Contract	56
39.2 Approvals and consents	56
39.3 Assignment and novation	56
39.4 Further action	56
39.5 Waiver	56
39.6 Relationship	56
39.7 Announcements.....	57
39.8 Governing law and jurisdiction.....	57
Section-E: SCOPE OF WORK	57
1. The following are covered under Scope of Work for this RFP	57
2. On-site support (Facility management)	61
3. Responsibilities of on-site Level-one (L1) resource:	61
4. Submission of CV, selection of the onsite Engineers by LIC, other conditions:.....	62
5. Minimum Qualification criteria for the onsite L1 Engineer:	63
6. Work-flow and ticketing:	63
7. Warranties:	63
8. Maintenance during Warranty Period:	63
Section-F: Payment Terms.....	65
Payment terms for Purchase orders:.....	65
Documents to be produced for release of payment:.....	65
(a) For 80% Payment against delivery:	65
(b) For balance Payment against installation, integration and acceptance testing as per the scope of work.....	65
For Payment against Onsite Services:.....	65
TIME SCHEDULE FOR DELIVERY AND INSTALLATION.....	66
Section-G: Service Level Agreement (SLA).....	66
Section-H: ANNEXURES.....	71
1) Annexure-I : Covering letter.....	71
2) Annexure –II: Company profile and other information	72
A. Company Details :-	72
B. Details of the EMD (Demand Draft and Bank Guarantee) :-	73
C. Other information/Compliance :-.....	73
3) Annexure – III: Manufacturer’s Authorization Form (MAF).....	76
4) Annexure-IV: Declaration regarding non-Blacklisting	77
5) Annexure-V: Vendor Experience on projects.....	78
6) Annexure-VI: Format for Non-Disclosure Agreement.(To be submitted by winning bidder)	79
7) Annexure-VII: Bank Guarantee Format for E.M.D.....	84
8) Annexure-VIII: Technical Bid Format (Given separately in an Excel sheet).....	85

9)	Annexure-IX: Commercial Bid Format (Given separately in an Excel sheet)	85
10)	Annexure-X : Declaration of Quality and Support	86
11)	Annexure-XI: Format for Non-Disclosure Agreement with Service-Partners (if any) of vendor	87
12)	Annexure-XII: Pre-Contract Integrity pact (Given separately as PDF)	87
13)	Annexure-XIII: Format for submitting the Performance Bank Guarantee (s)	88
14)	Annexure-XIV: Format for Site Note Ready (SNR) certificate	89
15)	Annexure-XV: Format for Self Certification regarding Local Content (LC) for Telecom Product, Services or Works (To be printed on the letterhead of the Company)	90
16)	Annexure-XVI: Format for Domestic Value Addition in terms of guidelines issued for procurement of notified products by Government (To be printed on the letterhead of the Company)	91
17)	Annexure-XVII: LBC - Restrictions on Procurement from Bidders from a country or countries, on grounds of defence in India.	92

Section-A: INTRODUCTION

1) Definitions:

Life Insurance Corporation of India	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.
RFP	This Request for Proposal Ref: CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023 inclusive of any clarifications / corrigenda / addenda that may be issued by LIC.
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.
Authorized Signatory	The person authorized by the company's Board/Managing Director/Director through a proper authorization to represent the company for purpose of this bid submission and finalization.
Acceptance of Tender	Means the letter/fax/e-mail or any memorandum communicating to the bidder about the Acceptance of this tender.
Bid	The Bidder's written submissions in response to the RFP signed by his Authorized signatory.
Bidder/Vendor	A firm or company fulfilling eligibility criteria and submitting a proposal in response to this RFP, in its individual capacity.
Business Day	Shall be construed as a day excluding Saturdays and Sundays of a month and public holidays declared under the Negotiable Instruments Act, 1881 by concerned State Governments or Central Government of India
Successful Bidder	The L1 Bidder/s after reverse auction to whom LIC notifies the award of contract. If no reverse auction, L1 bidder as per the commercial bid.
Specifications	Means all the functional, technical, operational, performance or other characteristics required of a Product or Service found in this RFP or any of the annexure or addendum to the RFP.
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.
"Party" and "Parties"	Each of the parties i.e. LIC and Selected bidder are collectively referred to as the 'Parties' and individually as a 'Party'. Means all the 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.
Personnel	Professional and support staff deployed by the Vendor on the project to meet the requirements of this RFP within the timelines mentioned herein. The details of all such personnel will have to be shared in the Personnel Deployment Plan.
Requirements	The Capability, Characteristic, Attribute or Quality of systems as per the schedules, details, description, and statement of technical data, performance characteristics, standards (Indian as well as International) as applicable, specified and implicitly necessitated as per this RFP.
Timelines	Wherever Timelines have been defined as days, weeks, months, they will mean calendar days, calendar weeks and calendar months
Contract	An Agreement signed between the LIC and 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.
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.
Cost of Hardware / Software item	Cost of the Hardware and its peripheral /Software quoted by bidder should be inclusive of all the charges/duties/levies etc. but, exclusive of GST and any other applicable taxes.
Clarifications	Means Addenda, corrigenda and clarifications to the RFP
Day	Calendar Day
Default Notice	Shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof
Deliverables & Services	Means all services and deliverables as per the Scope of Work of this RFP
L1 quote	Lowest price discovered through Commercial Bid and/or through Online Reverse Auction
L1 Bidder/Successful Bidder/Vendor	Means the Bidder who is found to be the L1 (lowest) quote bidder after the evaluation of Commercial bids and selected through the process enumerated in this document.
H1 Bidder	Bidder with H1 (highest) quote.
Order/PO	Means the purchase order issued in favour of the selected bidder.
Contract Value	The value of lowest commercial bid made by the successful vendor during online reverse Auction and/or price negotiation if applicable.
"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.
Working Day	Shall be construed as a day excluding Saturdays, Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned Local Bodies or State Governments or Central Government of India as applicable to the Concerned LIC office.
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".
Terms 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.
Vendor	Selected/ Successful Bidder as an outcome of the RFP with whom LIC signs the Contract.

2) Abbreviations:

Abbreviation	Description	Abbreviation	Description
#	Serial Number	LBT	Local Body Tax
AD	Active Directory	LLD	Low Level Design
AS (IT/BPR)	Assistant Secretary (IT/BPR), LIC	MAF	Manufacturer Authorization Form
AV	Anti-Virus	MEC	Minimum Eligibility Criteria
BFSI	Banking Financial Services & Insurance	MSA	Master Service Agreement
BG	Bank Guarantee	MTBF	Mean time between failures
BPR	Business Process Reengineering	MTTR	Mean time to repair
CCA	Comptroller of Certifying Authority	NPV	Net Present Value
CCR	Customer Call Report	OEM	Original Equipment Manufacturer
CD	Compact Disk	NDA	Non-Disclosure Agreement
CO	Central Office	NDR	Near Disaster Recovery
CST	Central Sales Tax	NI ACT	Negotiable Instrument Act
CV	Curriculum Vitae	PAN	Permanent Account Number
DC	Data Centre	PBG	Performance Bank Guarantee
DD	Demand Draft	PC	Personal Computer
DOA	Dead On Arrival	PO	Purchase Order
ED (IT/BPR)	Executive Director, Department of Information Technology /BPR	POST	Power-On Self-Test
EDMS	Enterprise Document Management System	PSU	Public Sector Unit
EMD	Earnest Money Deposit	PPP-MII	Public Procurement (Preference to Make in India)
GOVT	Government	RBI	Reserve Bank of India
GST	Goods and Services Tax	RFP	Request for Proposal
HA	High Availability	RW	Read Write
HLD	High Level Design	SI	System Integrator
HQ	Head Quarter	SLA	Service Level Agreement
INR	Indian National Rupee	SOP	Standard Operating Procedure
IPR	Intellectual Property Right	SOW	Scope of Work
IT	Information Technology	TOC	Tender Opening Committee
JV	Joint Venture	URL	Uniform Resource Locator
L1	Level 1	SDN	Software Defined Network
L2	Level 2	COLO	Co-Location Data Center

3) 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 sealed tenders (hereinafter referred to as "Bids") in two bid system, to this Request for Proposal ("RFP") from all eligible bidders for Supply, Installation, Integration, Commissioning and Maintenance of Data Center Switches for various Co-located Data Centers for LIC of India for a period of five years .

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.

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

For all dates/events pertaining to this RFP bidders are requested to refer to section 5 below Time schedule of various bid related events. Bids received after the stipulated time even on the due date or incomplete in any respect are liable to be rejected.

4) Qualification Criteria

This RFP is issued on the condition that only those bidders, who submit a signed Pre-Contract Integrity Pact with LIC, on a stamp paper of Rs.500, would be eligible to participate in the bidding. The "Pre Contract Integrity Pact" is attached as Annexure XII.

As per CVC Circular No 015/VGL/091 dated 13.01.2017 of Revised Standard Operating Procedure (SOP) under clause No 2.02. "Integrity pact, in respect of a particular contract, would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings."

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

5) Activity Schedule

RFP Reference	Ref: CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023
Release of RFP	02/03/2023
Bid Processing Fee	Non-refundable Rs.10,000/- (<i>Rupees Ten Thousand Only</i>) by way of Demand Draft drawn on any nationalized Bank/scheduled bank, in favour of "Life Insurance Corporation of India", payable at Mumbai. (Bid Processing Fees exemption will be given for Micro and Small Enterprises as defined in MSE Procurement Policy issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department.
Pre-bid queries on the RFP (through e-mail) :	Any query related to the RFP/Bid should be sent through e-mail on co_itnetworkrfp@licindia.com latest by 16/03/2023 (by 3:30pm).
Pre-Bid Meeting	24/03/2023, 11:00 AM at the address given below.
Last Date for Bid Submission	26/04/2023 latest by 3:30 P.M.
Eligibility and Technical Bid opening date & time	26/04/2023 at 4.00 P.M.
Earnest Money Deposit (EMD)	By way of BG : Rs.62,00,000/- (Rupees Sixty Two Lakhs only) Total EMD: Rs.62,00,000/- (Rupees Sixty Two Lakhs only) (EMD exemption will be given for Micro and Small Enterprises as defined in MSE Procurement Policy issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department.
Commercial Bid opening date & time	Will be intimated to the Technically qualified Bidders at a later date.
Address of Communication/Receipt/submission/opening of Bids	The Executive Director (IT/BPR), LIC of India, Central Office, IT/BPR Department, 2 nd Floor, Jeevan Seva Annexe Building, S.V. Road, Santa Cruz (W), Mumbai – 400 054
Contact details	Assistant/Deputy Secretary (IT/BPR) Telephone No.: 022 – 67090418 / 67090462 E-mail ID: co_itnetworkrfp@licindia.com
Web page Address	Please refer to the Tenders Section of http://www.licindia.in

The above schedule is tentative only and subject to change. Any changes will be notified through website.

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

The Eligibility & Technical Bids will be opened by the Tender opening committee of LIC in the presence of the bidders/ representatives who choose to attend.

The Indicative Commercial Bids of the technically qualified bidders will be opened on the notified date, by the Tender Opening Committee of LIC in the presence of the bidders/ representatives who choose to attend.

Amendments/corrigendum, if any, to this RFP would be hosted on our website only under Tender Section.

Reverse Auction schedule will be notified on the LIC website only.

6) Current Setup:

The Corporation is currently having three in-house Data Centers at Mumbai and 5 Co-located Centers which are present in Bengaluru FAR-DR, Rabale, Noida, Bhubaneswar and Hyderabad. The present setup at the Data Centers, have a core and access architecture for the purpose of switching.

7) Brief on the Scope of Work:

The scope of work for this tender is to design, supply, install, integrate, commission and maintain the Data Centre Switches for LIC of India in the existing LIC's Network for Five Co-located which are Bengaluru FAR-DR, Rabale, Noida, Bhubaneswar and Hyderabad and integrate with the Vile Parle Data center. The appliance and support procured through this RFP will replace the existing Network equipments.

Detailed scope of work for each area is mentioned in the respective sections.

Section-B: ELIGIBILITY CRITERIA

1. Minimum Eligibility Criteria (MEC) for Data Centre Switches:

LIC will use the following as the Minimum Eligibility Criteria (MEC) for this RFP and evaluating bidders. The System Integrators (SI) fulfilling the following criteria only should respond to the RFP/Tender:

Sl.No	Eligibility Conditions	Documentary Evidence Required
1.	a) The bidder should be a registered entity in India. or b) A company/statutory body owned by Central/State Govt.	a) Certificate of incorporation/registration b) Valid GST registration certificate and copy of PAN Card c) Service Tax registration certificate Note: For Statutory bodies/Govt. undertakings proof of Govt. ownership.
2	The bidder shall be a system integrator (SI) for Networking software and equipment such as SDN, Data Centre switches; operating since last five financial years. Such System integrators should have back-to-back support with the respective OEM and should not be a mere reseller.	Bidder should submit Company Profile as per Annexure-II along with other documentary proof.
3	The bidder should not have been debarred /Black-listed by any State Government in India or any of its agencies or Government of India or any of its agencies or any PSU/BFSI (including LIC of India) in India as on the date of the RFP.	An undertaking as per Annexure-IV is to be signed by the authorized signatory of the respective Company along with Name and Seal.
4	The OEM should be a Class-I Local Supplier as defined in the Order No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 by DPIT(PPD)/MoC/GOI AND The OEM needs to comply with the Minimum Local Content Percentage (%) as defined in Table-A (Page 5 of 12) Order No. 18-10/2017-IP dated 29.08.2018 by DOT/MOC/ (Evaluation Process: LIC of India will first evaluate the technical bids of the Bidders complying with preference to 'Make in India' initiative of Govt. of India. In case two or more than two bidders complying with preference to 'Make in India' initiative are found technically eligible, as per technical specifications of the RFP, then commercial bids of only these bidders will be opened. In case sufficient bidders complying with preference to 'Make in India' initiative are not found technically eligible as per technical of the RFP, then commercial bids of all technically eligible bidders will be opened.)	1) Self certification as per Annexure XV specifying that the item offered meets the Minimum Local Content and shall give details of the location(s) at which the local value addition is made in the format as per attached Annexure XVI. 2) Certification from the statutory Auditor or Cost Auditor of the company (in case of companies) or Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content against each quoted line item.

Experience		
5.	The Bidder should have executed two orders of Rs. Ten crores each for any OEM in the Gartner's leader quadrant (For bidder quoting Indian OEM qualifying under Make in India this part of the clause will be read as "The Bidder should have executed two orders of Rs. Ten crores each"), in any of the last five financial years for any PSUs / Banks / Insurance / Financial Institutions (BFSI) / TSP / Government Departments/enterprise private customers in India. Purchase Orders for supply, installation and maintenance of Network equipments, as stated at point no 2, in the last five financial years immediately preceding the date of this RFP should be submitted along with the Bid. Additionally, at least one purchase order of the two mentioned above should necessarily have SDN/Leaf and spine architecture as one of the components of the various networking equipments.	Details to be submitted in Annexure-V along with the documentary evidence like copy of the purchase order(s), work order or certificate from the customers etc.
Financial Strength of the Bidder		
6.	Bidder should have minimum annual turnover of Rs. One Hundred crores in each of the last three financial years immediately preceding the date of this RFP.	Details to be submitted in Annexure-II and copies of Audited Financial reports/statements for the relevant years, duly signed by authorized signatory of the Company along with Name and Seal. In case the Audited Financial reports/statements is not available for the financial year immediately preceding the date of RFP the provisional Balance Sheet and Profit and Loss account duly signed by authorized signatory of the Company along with Name and Seal may be submitted.
7.	Bidder should have been making profit after taxes in each of the last three Financial years immediately preceding the date of this RFP.	The details should be submitted in Annexure-II duly signed by authorized signatory. The copies of audited Financial reports/statements for the relevant years, duly attested by the Authorized Signatory of the Company or Certificate from the authorized signatory of the company should be submitted along with Name and Seal. In case the Audited Financial reports/statements is not available for the financial year immediately preceding the date of RFP the provisional Balance Sheet and Profit and Loss account duly signed by authorized signatory of the Company along with Name and Seal may be submitted.
Other Documents Requirements		

8.	The proposed OEM switches should have been installed in atleast five Data Centers involving spine and leaf architecture with atleast One Hundred Fifty leaf switches in one PSU/Bank/ enterprise private customers in India in the last three years preceding the date of this RFP.	Documentary evidence such as purchase order, work order or certificate from the customer.
9.	The bidder should submit an Authorization for the signatory nominated for signing of all the documents submitted in response to this RFP.	Duly executed Power of Attorney by the company's Board/Managing Director / Director or the copy of Board resolution appointing the authorized signatory.
10.	The bidder has to provide details of Top 2 customers being serviced by them for Network equipments as stated in point no (2).	The details should be submitted in Annexure-II. LIC may verify the facts and bidder has to facilitate the meetings.
11.	Integrity Pact duly filled and signed	Proforma attached as Annexure XII
12.	Submission of MAF duly filled and signed	Proforma attached as Annexure III
13.	Land Border Agreement	Performa attached as Annexure XVII

Note- The bidders are not permitted to authorize their dealers/distributors/partners/ franchisees / subsidiaries / sister concerns etc., (including individuals and third party firms/companies) to either collect or submit the tender-related documents on their behalf. LIC will summarily reject such requests and arrangements. The provisions of PPP-MII Orders issued by the Government of India, and modified from time to time shall apply to this RFP.

2. List of enclosures with Eligibility bid:

- The Eligibility bid document should contain the following:
- a) Bid processing fee, in form of Demand Draft of Rs.10,000/-.
 - b) Letter for Authorized Signatory.
 - c) Covering letter, application form and details asked as per Annexure-I and II.
 - d) Copy of Certificate of registration/incorporation.
 - e) Copy of GST registration certificate (central/state).
 - f) Attested & authenticated copies of audited Balance sheet and Profit and Loss account for the last three financial years preceding the date of this RFP. (*Please do not attach annual report booklets*).
 - g) Manufacturer Authorization Form (MAF) and declaration about back-to-back support from respective OEMs as per Annexure-III.
 - h) Declaration about non-blacklisting as per Annexure-IV
 - i) Documentary evidence like certificate from customers or copies of Purchase Orders etc. or certificate as per Annexure-V
 - j) EMD: Rs. 62,00,000/- (Rupees Sixty Two Lakhs Only) in form of a Bank Guarantee as per Annexure-VII.
 - k) Soft copy of the entire eligibility-bid document and all supporting documents on one READ-ONLYCD/DVD.
 - l) Pre-contract Integrity Pact as per http://www.licindia.in/getattachment/Bottom-Links/Download-Forms/LIC_Integrity_pact.pdf.aspx
 - m) This list is not exhaustive but only indicative. The bidder should refer to the bid document for all requirements to be submitted with the eligibility bid. The annexures should be as per format only. The bid may be rejected in case of non- adherence to above instructions.
 - n) Bid may be rejected if bids are not signed by the Authorized signatory and designated official(s) with company seal, as asked in the respective clauses/annexure of the RFP or if instructions are not followed.

Section-C: INSTRUCTIONS TO BIDDERS

1) General Instructions

1. The Bidder may download the RFP documents from the websites mentioned below:
 - a. LIC Website (www.licindia.in) – Tender Section
 - b. Central Public Procurement Portal of GOI (<https://eprocure.gov.in/cppp/>)
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 or not 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.

2) Partner

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

Bidder needs to fulfill 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 of bid submission. 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 as Annexure:

- Name, Address and Contact details of the Partner/s
- Specific Role of the partner and division of work.
- Details of Projects where Bidder has partnered with the entity in the past:
Name of the client, Scope of Work, Duration of Project (in man months) Work executed by the Bidder, Work Executed by the Partner.
- Details of past projects executed by the Partner :
Client Name, Type of Service Provided, Duration of Project (in man months).
- 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.
- The Memorandum of Understanding (MOU) will also be submitted with the Eligibility Bid, between all the Partners and the prime proponent.

3) Issue of Corrigendum

- i. LIC will endeavor to provide timely response to all queries in utmost good faith. However, LIC at its discretion may choose not to respond to the query which is not under purview of this RFP.
- ii. 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.
- iii. 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 and also on Central Public Procurement Portal of GOI under the link <http://eprocure.gov.in.in/cppp/>.
- iv. Any such corrigendum shall be deemed to be incorporated into this RFP.
- v. 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.
- vi. Any change in the timelines as decided by LIC will be posted in LIC website and Central Public Procurement Portal of GOI. The Bidders, in their own interest are requested to check both websites regularly to know the updates.

4) Qualification Criteria

Only the bidders who meet all the qualifications mentioned in Section "Eligibility Criteria" of this RFP are eligible to participate in the RFP.

5) Terms and Conditions

The terms and conditions for the bidders who participate in this RFP are specified in the Section named "Terms and Conditions". Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the Annexure(s), clarifications/modifications issued, if any, will be contractually binding on the bidders. All these terms and conditions and the contents of the RFP along with the Annexure(s), clarifications/modifications issued will form the part of the purchase orders/any resulting contracts, to be issued to the successful bidder/s from time to time as an outcome of this RFP Process.

6) 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.

7) Relationship between LIC and the bidders

It is clarified that no binding relationship exists between any of the bidders and LIC of India till the execution of a contractual agreement.

8) Information provided in the RFP

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

9) Bid Processing Fee

Eligible and interested bidders shall download the soft copy of the bid document containing all the Annexures from www.licindia.in and submit the Bid Processing Fee (non-refundable) of Rs.10,000/- (Ten Thousand Only) in the form of a Demand Draft drawn on Nationalized/Scheduled bank in favour of "LIC of India" payable at Mumbai, along with the bid. Any bid submitted without Bid Processing Fee will be summarily rejected. If the tender process is cancelled due to any reason by LIC, the bid processing fee will be refunded without any interest to the technically qualified bidders.

10) Pre-Bid Clarifications:

- a) Clarifications if any, regarding the terms & conditions of this RFP, any error, omission or discrepancy found in this RFP document have to be obtained by the bidder through the pre-bid queries only. Thereafter, no representations/queries will be entertained in this regard. Later on if any issue(s) arise, LIC will consider the matter on merits and decide the same, prior to opening of commercial bids.
- b) The queries for pre-bid meeting should necessarily be submitted 3 days prior to pre-bid meeting in the following format to the email id co_itnetworkrfp@licindia.com, the file size per e-mail should not exceed 1MB. No other form of communication shall be entertained.

[Ref: CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023]				
S.No	RFP Document Reference(s) (PageNumber)	RFP Document Reference(s) (Section)	Clause (in brief) of RFP requiring clarification(s)	Brief details/ Query in reference to the clause
1.				
2.				

- c) LIC shall not be responsible for ensuring that the bidders' queries have been received. Any requests for clarifications received after the indicated date and time may not be entertained by LIC.

- d) No consideration will be given to communications from bidders seeking clarifications for pre-bid queries received after the date and time stipulated by LIC and no extension of time will be permitted for the same. However, LIC reserves the right to extend the last date and time for the same at its own discretion.
- e) 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.
- f) Clarifications/ Corrigendum (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 webpage of LIC <http://www.licindia.in> (Tender Section).
- g) In order to provide prospective bidders reasonable time for taking the modifications into account, LIC may, at its discretion, any time prior to the date of bid submission extend the date for the submission of Bids.
- h) Requests for clarification on telephone will not be entertained.

11) Pre-bid meeting:

A Pre-bid meeting will be held with all the interested bidders as per the details given in the activity schedule with a maximum of 2 participants from each bidder along with their respective office ID cards and written authority letter from the company.

12) Earnest Money Deposit:

The bidder should submit to LIC a total of Rs.62,00,000/- (Rupees Sixty Two Lakhs Only) as EMD along with the Bid document in form of a unconditional and irrevocable Bank Guarantee (as per Annexure-VII) valid for one year from the date of opening of eligibility bid. Non-submission of unconditional and irrevocable EMD or submitted with an EMD not conforming to the above criteria along with Eligibility-Bid document may disqualify the Bidder.

- a) EMD, without interest, will be refunded to the qualified vendor after acceptance of Purchase Order and/or Signing of the Contract(s) by the vendor and submission of required unconditional and irrevocable Performance Bank Guarantee (PBG). No interest will be paid on the EMD.
- b) EMD, without interest, will be refunded to the unsuccessful bidders, within 45 days of publication of the result.
- c) The EMD submitted by the bidder may be forfeited in full or part , as decided by LIC, after providing the bidder a fifteen days cure period in writing, if:
 - i. The successful bidder backs out after declaration of the result of the RFP, to sign the Contract; or to furnish Bank Guarantee towards the Performance Guarantee as mentioned in this RFP or to furnish Non- Disclosure Agreement (NDA) as per LIC's format (Annexure -VI)
 - ii. The Bidder withdraws or amends its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - iii. The Bidder makes any written statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or
 - iv. In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in this RFP or
 - v. Bidder does not respond to requests for clarification of its Proposal.
 - vi. Bidder fails to provide required information during the evaluation process or is found to be non-responsive or
 - vii. In the case of a successful Bidder being identified, the successful Bidder withdraws its offer or
 - viii. if the bidder fails to sign the Contract or to furnish Bank Guarantee towards Performance Guarantee as mentioned in this RFP.
 - ix. The soft copies of the item specifications (technical and commercial) are not submitted or not readable or only blank CD is submitted.
 - x. The technical or commercial bid format is found to be without password or with different password.
 - xi. In the case of a successful Bidder being identified, the successful Bidder withdraws

- its offer or if the bidder fails;
 - To sign the Contract within the stipulated time.
 - To furnish Bank Guarantee towards the Performance Guarantee as mentioned in this RFP.
- d) 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 successful bidder who has been notified by LIC that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid.
- e) The EMD of the unsuccessful Bidders as per the commercial evaluation, will be returned to the Bank of the Bidder without interest:
- i. after the process under this RFP is over, and
 - ii. the contract between LIC and the Successful Bidder gets executed or the purchase order issued by LIC with respect to this RFP is honored by the Successful Bidder.
- f) 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.

13) Instructions for Bid Submission

- a) The bidder should not respond to this RFP / quote for this requirement in consortium with any other partner. All such consortium bids will be summarily rejected.
- b) Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this RFP/tender and subsequent modification(s) to this tender, if any.
- c) The original Bid shall be typed on 8.27" by 11.69" (A4 size) paper in indelible ink.
- d) All the envelopes and covers should indicate the name, address, telephone & mobile number, E-mail ID and fax number of the bidder clearly.
- e) The Hardcopy of the signed Pre-Contract Integrity Pact on a stamp paper of INR 500. Bid Price (Demand draft drawn on any nationalized/scheduled bank of Rs. 10,000/. Earnest Money Deposit (Bank Guarantee drawn on any Nationalized/scheduled bank payable at Mumbai for Rs. 62,00,000/-) and Authorized signatory document should be submitted in a sealed envelope super scribed as: "Bid Price, EMD, authorized signatory document and PRE-CONTRACT INTEGRITY PACT for Supply, Installation, Integration, Commissioning and Maintenance of Data Center Switches for various Co-located Data Centers for LIC of India Ref: CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023
- f) Two-bid system (Eligibility-Technical and Commercial) will be followed by LIC for this RFP.
- g) Eligibility and Technical bid documents should be submitted in a separate envelope (along with CD/DVD for technical bid) which should be sealed and super-scribed as "ELIGIBILITY& TECHNICAL BID for Supply, Installation, Integration, Commissioning and Maintenance of Data Center Switches for various Co-located Data Centers for LIC of India Ref: CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023".
- h) Commercial bid should be submitted in a separate envelope (along with CD/DVD for commercial bid) which should be sealed and super-scribed as "COMMERCIAL BID for Supply, Installation, Integration, Commissioning and Maintenance of Data Center Switches for various Co-located Data Centers for LIC of India Ref: CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023".
- i) The above two envelopes containing the Eligibility, Technical-Bid and Commercial-bid should be placed inside another (third) envelope with the superscription as "BID for Supply, Installation, Integration, Commissioning and Maintenance of Data Center Switches for various Co-located Data Centers for LIC of India Ref: CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023".
- j) The Bid processing fee, EMD and Pre-contract Integrity Pact (duly filled and signed)

should be submitted separately in a sealed envelope bearing the name and address of the bidder.

- k) Bidders should submit their bids only if they agree to all the terms and conditions mentioned in the tender document. Sealed Bids should be addressed to THE EXECUTIVE DIRECTOR (IT/BPR) and should be deposited in the tender box at the address and date as given in the activity schedule.
- l) No consideration will be given to a bid received after the date and time stipulated by LIC and no extension of time will be permitted for submission of Bids.
- m) The Corporation will not be responsible for non-receipt of bids/quotations within the specified date and time due to any reason.
- n) The hardcopies of the bid (all documents and Annexure submitted as a part of bid or called for by the LIC) must be spirally bound, serially numbered, duly signed and stamped on each page of the bid document. Bid shall be signed by the duly Authorized signatory of the bidder. The person signing the bid shall sign all pages of the bid, except for an un-amended printed product literature/technical data-sheet available in the public domain.
- o) By submitting a signed bid, the bidder's signatory certifies that in connection with this RFP:
 - i. The bidder's organization or an agent of the bidder's organization has arrived at the 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,
 - ii. The prices quoted in the bid have not been knowingly disclosed and will not be knowingly disclosed by the bidder's organization or by any agent of the bidder's organization, directly or indirectly, to any other respondent or to any competitor.
 - iii. No attempt has been made or will be made by the bidder's organization or by any agent of the bidder's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- p) The bid may be rejected if:
 - i. Bid is not signed by the duly Authorized signatory or
 - ii. Bid submitted is unsigned or partially unsigned or
 - iii. An image of signature found pasted on pages instead of wet signature or
 - iv. Scanned bid is submitted.
 - v. Pre-contract Integrity Pact (duly filled and signed), EMD and Bid processing fee not enclosed.
 - vi. Bids are not submitted in respective envelopes as stipulated above.

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

Please Note that Prices must not be indicated in the Technical Bid but should only be indicated in the Indicative Commercial Bid failing which the Bid may be rejected.

- q) 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.
- r) Bid Currencies :
Prices for all the components shall be quoted in Indian Rupee. The Bids in currencies other than INR will not be considered.
- s) 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.

- t) The specifications (Technical and Commercial Bids format) shall be submitted in the spread sheets as per respective Annexures specified in this RFP.
- u) The contents of the Soft copies submitted in a READ-ONLY CD/DVD (Separate CD/DVDs for Technical and Commercial Bid in respective sealed envelopes) and the contents of the Hard copies shall be exactly the same. However contents of Hard Copy will prevail.
- v) The technical specifications sheets and commercial-bid format/sheet in the spreadsheets will be password protected by LIC. The password used on the spread sheets will be validated by LIC for checking the authenticity of the file. If the password does not match, EMD OR A PART THEREOF MAY BE FORFEITED and BID MAYBE REJECTED.
- w) It may be carefully noted by all the participating bidders that it is likely if the password protected sheet is opened in any another software for e.g. open office, the password protected sheet may lose the password. Therefore care has to be taken to open the spreadsheet only in an application for e.g. MS Excel where it will not lose its password when edited. It may also be informed that the softcopy of the Technical and Commercial bids provided in the CD/DVD will be checked at the time of opening of the Technical and Commercial bids. In case the spreadsheet is submitted to LIC without the password protection or with password that does not match, the BID MAY BE REJECTED.
- x) 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.
- y) Bidders should submit their bids only if they agree to all the terms and conditions mentioned in the tender document. Sealed Bids should be addressed to The Executive Director (IT/BPR) and should be deposited in the tender box at the address as per the date and time given in the activity schedule.
- z) No consideration will be given to a bid received after the date and time stipulated by LIC and no extension of time will be permitted for submission of bids.

- I. The Corporation will not be responsible for non-receipt of bids within the specified date and time due to any reason.
- II. Please note that if the sub envelope containing technical bid is found to contain commercial Bid also, then that bid will be rejected outright.
- III. Please Note that Prices must not be indicated in the Technical Bid, failing which the Bid may be rejected.
- IV. The bidder should not respond to this RFP / quote for this requirement in consortium with any other partner. All such consortium bids will be summarily rejected.
- V. Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this RFP/ tender and subsequent modification(s) to this tender, if any.
- VI. The Bidder should certify that the contents of the CD's are the same as that provided by way of hard copy. The format of the letter to be submitted is given in Annexure. In the event of a discrepancy, the hard copy details would prevail.
- VII. The Bidders should submit their Bid along with required Bank guarantee towards the EMD, Annexure -I, other required documents and Certificates as stated in the RFP.
- VIII. All hardcopies of the bid must be spirally bound and pages serially numbered.
- IX. During scrutiny of technical bid, if any technical specification/s of any item is/ are changed by mutual consent to meet our requirement, all the Bidders will be informed of the same and asked to submit fresh quotation for that/ those item/s if any, in a separate cover duly sealed and super-scribed "REVISED BID for RFP Ref: CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023".
- X. Non-Disclosure Agreement (NDA) only by selected bidder:
The selected bidder shall submit along with the Bid, a duly notarized Non-Disclosure agreement on a stamp paper of Rs.500 (Rupees five hundred only) or of an appropriate value applicable in the relevant state/ Union Territory. Stamp duty must be as per the prevailing Stamp duty act of the Maharashtra State Mumbai Jurisdiction as per the format given in 'Annexure - VI' duly which should be signed

- by the Authorized Signatory of the Company.
- XI. Prices
- (i) Prices payable to the vendor will be fixed as derived from the Final L1 quote after Online Reverse Auction and will be exclusive of GST. Prices once fixed will be valid throughout the entire contract period.
 - (ii) Escalation of Costs: 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.
- XII. Taxes and Duties
- (i) 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.
 - (ii) 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
- XIII. 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.
- XIV. 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.

14) Technical Bid

- The Technical-Bid document should contain the following:
- (i) Covering letter (*on bidder's letterhead*) giving reference of this RFP and consent for acceptance of all the Terms & Conditions of this tender (*including modifications, if any, issued subsequently*) and mentioning list of all the enclosures.
 - (ii) Technical specification compliance sheet as per Annexure-VIII (*to be given separately in an Excel sheet*).
 - (iii) Complete bill of material to be submitted along with technical bid.
 - (iv) Technical details/brochures of the product(s) as given in the Technical bid. No indications as to price aspect or financial stipulations are to be given in the technical bid, failing which the bid shall be rejected.
 - (v) Soft copy of the complete Technical bid (*along with all its annexure*) in a separate READ-ONLY CD/DVD with all documents.
 - (vi) No indication to price aspect is to be given in the technical bid, failing which the bid shall be rejected.

Note: *The above list of requirements is indicative only. The vendor should refer to the bid document for all requirements that are required to be submitted in the technical bid document.*

15) Commercial Bid (Indicative Price)

- a) Price is to be quoted in Indian Rupees only.
- b) The indicative prices are ONLY to be quoted in the commercial bid.
- c) All quotes should conform to the format as mentioned in the Commercial Bid (indicative). The details are to be given as per Annexure-IX under the heading "Format of commercial bid (indicative) for Supply, Installation, Integration, Commissioning and Maintenance of Data Center Switches for various Co-located Data Centers for LIC

of India Ref: CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023”.

- d) The bidder should quote the prices for all the items in Commercial bid (Indicative Price) format as per Annexure-IX.
- e) For each component, the prices quoted should be inclusive of all costs except GST and any other applicable taxes etc.
- f) Any other local sales Tax / Levies such as Octroi / Entry Tax, Local Body Tax, GST etc. which may be payable if and wherever applicable at the place of delivery will be paid extra on actual basis by LIC, subject to production of original documents/receipt issued by appropriate authority.
- g) It will be the responsibility of the bidder to take care of all formalities, if any, necessary as per rules / regulations / orders of any government/non-government / regulatory authority in force.
- h) The price quoted shall not be subjected to variations in exchange rate, taxes, duties, levies or variation in labor rates etc.
- i) Bidders are advised to make a detailed study of the requirements of the project and ensure that the prices/rates quoted are all inclusive including the support required from the OEM in the execution and continuous monitoring of the project during the Contract period, as no deviation in any of the conditions would be permitted and nor would any increase in prices be allowed during the contract period.
- j) The Bidder should have the capability to implement and maintain the project during the contract period of 5 years. The vendor should also be able to carry out any changes, if necessitated by LIC during the contract period of 5 years.
- k) The vendor should propose only one product/solution for each of the requirements (Hardware, Software and Appliance) and quote for the same. If a vendor for any one of the stated technical requirements quotes multiple products/solutions, LIC will disqualify the entire response to the RFP by the vendor.

16) Clarification on Bids

During evaluation of bids, LIC may, at its discretion, ask the Bidder for clarifications on its bid. The request for clarification and the response shall be in writing.

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

If any compliance or clarification sought by LIC is not submitted within the time stipulated by LIC, 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.

17) 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.

18) Compliant Bids / Completeness of Response

- a) The responses to this RFP must be complete and comprehensive with explicit documentary evidence in support. Information should be submitted in the same format as per the Annexure(s) attached.
- b) Bidders are advised to study all instructions, clarifications, terms, requirements, appendices/ Annexures and other information in this RFP document carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- c) Failure to comply with the requirements as set out within the RFP and failure to submit the bid as detailed in the RFP may render the bid non-compliant and the Bid may be rejected.
- d) 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) If a bid is not responsive and not fulfilling all the conditions of the RFP and not meeting Technical Specifications and Requirement, it will be rejected by the Corporation and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- h) Rejection of non-compliant bid:
- i) LIC reserves the right to reject any or all bids on the basis of any deviation(s).
- j) 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.

19) Revised commercial bid (If applicable):

LIC may call for any additional information/document by way of clarification etc. before the finalization of the technical bid. Also, during scrutiny of technical bid, if any technical specification/s and/or scope of work is/are changed or if there is a need of normalization for hardware/software to meet LIC's requirement, all the vendors will be informed of the same and asked to submit fresh commercial quotation in a separate cover, duly sealed and super scribed "REVISED COMMERCIAL BID for Supply, Installation, Integration, Commissioning and Maintenance of Data Center Switches for various Co-located Data Centers for LIC of India Ref: CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023".

During technical evaluation if any deviation is observed, LIC may decide to accept any deviation at its discretion and decision of LIC in this matter will be final and binding. However this will be done before opening of commercial bids.

20) Bid Validity Period

Bids shall remain valid for one year from the date of Online Reverse Auction. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period. In exceptional circumstances, LIC may solicit the Bidder's consent for an extension of the period of validity any time before the expiry of validity period. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended. A Bidder may refuse the request without forfeiting its EMD unless it is the successful bidder who has been notified by LIC that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid.

The terms of the RFP including the price discovered shall remain valid for a period of twenty four months from the date of start of the contract period.

21) Late Bids:

- a) The Bids received beyond date and time mentioned in activity schedule will be termed as "Late" and will be rejected/returned back to the bidder unopened.
- b) LIC will not be responsible for non-receipt of bids/quotations within the specified date and time due to any reason.
- c) LIC may, at its sole discretion change the date/time of submission of bids and LIC's decision in this matter will be final.

22) 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 who choose to attend the "bid-opening process" on the specified date, time and venue as given in the Activity Schedule (maximum two representatives per bidder will be permitted in each of the bid openings).

- a) The date and Venue of the opening of the Bids shall be as per the Activity Schedule. The representatives of the bidders should carry the identity card and a letter of authority from the bidder to identify their bonafides for attending the opening of the Bids.
- b) The outer sealed Envelope and the envelopes containing the Pre-Contract Integrity Pact, the Eligibility and Technical bids shall be opened by the Tender Opening Committee (TOC) of LIC in the presence of the bidders/their Authorized representatives who choose to attend, as per the activity schedule.
- c) Technical bids will be evaluated only for those bidders declared as "qualified" as per the MEC.
- d) On completion of the Technical Bids evaluation, the date, time & venue of opening of their Commercial bids will be intimated to all shortlisted bidders.
- e) Commercial bids (indicative) of only the bidders shortlisted in the Technical bid evaluation will be opened by the Tender Opening Committee of LIC in the presence of the bidders/ their Authorized representatives who choose to attend.
- f) The representatives of the bidders should carry the organization's photo identity card or a letter of authority bearing their photograph from the bidder organization to identify their credentials for attending the opening of the commercial Bids.

23) 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.

24) 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.

25) Eligibility Criteria Evaluation

The Bidder needs to comply with all the eligibility criteria mentioned below in Stage 1 of the RFP to be eligible for evaluation in Stage 2. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. The proof provided has to be in line with the details mentioned in the various Annexures of the eligibility Criteria. Any credential detail mentioned in the Annexures Eligibility Criteria and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters/ purchase orders/ contract copies should be appropriately bound, labeled and segregated in the respective areas.

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.

Evaluation Process will consist of following stages:

- a. Stage 1 – Eligibility Criteria Evaluation
- b. Stage 2 – Technical Bid Evaluation
- c. Stage 3 – Commercial Evaluation

The evaluation will be based on:

- a. Ability to meet detailed Functional Requirements
- b. Ability to meet detailed Technical Requirements
- c. Implementation capabilities
- d. Support capabilities
- e. Total Cost

26) Technical Bid Evaluation process:

The technical bids will be evaluated only of those bidders who fulfill the eligibility criteria. The Technical Bid response contains the detailed specification(s) for individual items.

- a) Only those bids which have been found to be in conformity of the eligibility terms and conditions will be taken up for further evaluation.
- b) LIC reserves the right to evaluate the bids on technical and functional parameters including visit and witness demos of the system and verify functionalities, etc.
- c) Bidder should quote only those appliances which can seamlessly integrate with other

standard appliances in the existing network, appliances procured through this RFP or future RFPs. Failure to do so may lead to bid being rejected and forfeiture of EMD/PBG.

- d) LIC may request for demonstration of interoperability/proof Of Concept of the various solutions provided. These demonstrations may be done at LIC Vile Parle or at vendor's premises in Mumbai.
- e) To assist in Technical Evaluation, LIC reserves the right to call for any clarification from any/all bidder during the evaluation of the bids. Such clarifications should be submitted only in writing. However, no other correspondence on bids will be entertained.

27) Commercial Bid Evaluation process

- a) Only those Bidders who qualify in Eligibility and Technical evaluation would be shortlisted for commercial evaluation via Reverse Auction conducted by LIC's Authorized e-Procurement service provider.
- b) The Bidder has to specify both in figures & words for all price quoted in Commercial Bid (indicative).
- c) The bidder should quote the prices for all the items in Commercial bid (Indicative Price) format as per Annexure-IX.
- d) Arithmetical errors will be rectified on the following basis:
 - i. If there is a discrepancy between the total price quoted in the bid and the total price that is obtained by multiplying unit price and quantity, the unit price shall prevail. The total price will be corrected accordingly.
 - ii. If there is discrepancy between words and figures, words will prevail.
- e) The Commercial bids (indicative price) of technically short listed bidders will be opened by the TOC in the presence of bidders/ their Authorized representatives who choose to attend. Thereafter, these bidders need to participate in online reverse auction for which web-based e-tender platform will be made available by LIC.
- f) **NPV Rule:** While evaluating the tenders covering a longer period (i.e. more than one year), the quoted prices pertaining to maintenance in future years are to be discounted to the net present value (NPV) as appropriate for comparing the tenders on equitable basis.

The Net Present Value of the proposal is equal to the sum of the present values of all the cash flows associated with it. NPV is to be calculated on the annual cash outflows.

Discounting rate to be used: 10%

Standard software for example "Excel" can be used for the NPV computation. An indicative template is also provided purely for facilitating the bidder. Bidders must ensure the accuracy of the computation at their end for the calculations. The template provided is a facilitator only for the computation and the bidder is responsible for the computation as per the guidelines.

$r = 10\%$ i.e. 0.10

- g) Price Variation Factor and H1 Elimination clause:
When the number of Technically Qualified Bidders are more than five, the technically qualified H1 bidder (Bidder with the Highest Quoted Total Bid Price at NPV) will be disqualified and eliminated from participating in online reverse auction, if his bid value as per the submitted commercial bid (indicative) is higher by more than 40% as compared to the average of quoted prices of all technically qualified bidders for all items in aggregate.
- h) The total Bid Price for this clause will be all inclusive bid prices at Net Present Value (NPV) exclusive of all applicable taxes such as GST and any other applicable taxes etc.
- i) No price variation/adjustment or any other escalation will be entertained after the closing of Bids.

28) 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 revised Annexures of the 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.

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:

- Incremental Technical and Commercial bids, or
- Complete Technical and Commercial bids once again.

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.

29) Online Reverse Auction:

The Commercial bid (indicative) as per Annexure-IX shall be submitted in a separate sealed cover. After the opening of Commercial Bids (indicative) of technically qualified bidders, Online Reverse Auction will be held.

- a) The Commercial Bids (indicative) of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives. Thereafter, the

technically qualified bidders subject to provisions of Price Variation Factor and H1 Elimination clause(refer point (g) above), are required to participate in online reverse auction for which web-based e-tender platform will be made available by LIC. The date, time, platform and process of online reverse auction will be communicated to the bidders by LIC.

- b)** Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- c)** 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.
- d)** 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 3 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.
- e)** Bidders should ensure that they have valid class 2 or class 3 digital Certificate well in advance to participate in the Online Reverse Auction. LIC and/or Service Provider will not be responsible in case Bidder could not participate in Online Reverse Auction due to non-availability of valid digital certificate.
- f)** LIC shall conduct the "Online Reverse Auction Process" for the L1 Bid Price determination. During reverse auction, the participating bidders shall input only the total cost that they have to offer. This amount shall be arrived at by the bidders themselves off-line by using the formula mentioned at point 27 (f) above.
- g)** The bidder with lowest commercial bid at the close of online reverse auction will be declared as L1 bidder.
- h)** The bidders are expected to broadly maintain the proportion of prices for various line items of Bill of Material.
- i)** In case the tendering process has not been completed within the stipulated period, LIC may request the bidders to extend the validity period of the bid and EMD.
- j)** The selected L1 bidder will be informed about the selection and the result will be notified on the LIC website and the bidders are advised to visit the above website for any information in reference to this RFP.
- k)** In case the selected bidder fails to submit performance guarantee within the time and manner stipulated, LIC at its discretion may cancel the notification of award placed on the selected bidder without giving any notice whatsoever.
- l)** 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.
- m)** 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.
- n)** 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.
- o)** The bidder with the lowest quote at the end of the reverse auction process will become the successful bidder.

30) 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. The provisions PPP-MII Orders issued by the Government of India, and modified from time to time shall apply to this RFP.

31) Right to Accept Any Proposal and To Reject Any or All Proposal(s)

LIC reserves the right to accept or reject any proposal and to annul the tendering process and reject all proposals 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.

32) 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. LIC's decision in this matter will be final and binding.

33) Contracting

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.

LIC reserves the right to incorporate standard contract provisions and the contract shall at all times be compliant to:

- "Contract Agreement for Selection of System Integrators/ Implementation Agencies"
<https://www.meity.gov.in/writereaddata/files/implementing-services.pdf>.
- Provision of the CVC and GOI on procurements
- General Financial Rules 2017 for contract management
https://doe.gov.in/sites/default/files/GFR2017_0.pdf

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.

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.

- a. 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.
- b. 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.
- c. 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.

34) Contacting LIC:

No Bidder shall contact LIC or its employees through any means of communications on any matter relating to its bid, from the time of the bid opening to the time the Contract is

awarded. If the bidder wishes to bring additional information to the notice of LIC, it should do so through designated email-id as given in the Activity Schedule. Any effort by a Bidder to influence LIC in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

35) Right to terminate the Process:

- a. LIC may terminate the RFP process at any time without assigning any reasons whatsoever. LIC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP document does not constitute an offer by LIC. The bidder's response to this RFP may result into selection of bidder(s) after completion of selection process as detailed in this RFP document.
- c. LIC reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action.
- d. LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. Decision of LIC will be final in this matter.

36) Disqualifications

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

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

37) 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.

Section–D: TERMS AND CONDITIONS

A) Terms and Conditions regarding bidding:

1. The Bidder is expected to examine all instructions, statements, forms, terms, conditions and specifications in the bid document. Failure to furnish all information required by the bid document or submission of a bid not responsive to the bidding document in every respect will be at the Bidder's risk and may result in rejection of his bid. While the Corporation has made considerable effort to ensure that accurate information is contained in this RFP, the information contained in this RFP is supplied solely as guideline for bidders.
2. Any notice by one party to the other pursuant to the Contract shall be sent by fax/e-mail/letter and confirmed in writing to the address specified for that purpose in the Contract. All communications shall be addressed to The ED (IT/BPR), LIC of India, Central Office, IT/BPR Department, 2nd Floor, Jeevan Seva Annexe Bldg, S.V. Road, Santa Cruz – West, MUMBAI 400054.
3. LIC may waive off any minor 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.
4. Bid with insufficient information, for thorough analysis, may be rejected.
5. 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 Life Insurance Corporation of India's estimation.
6. It will be the responsibility of the vendor to take care of all the formalities (wherever and whatever applicable) as per rules / tax laws / regulations / orders of any government/non-government/ regulatory authority in force etc.

1. Pricing & Taxes:

- a) Product/Software Prices shall be quoted all-inclusive of duties, levies etc. but **exclusive** of GST and any other applicable taxes.
- b) Buy-Back rates should be quoted inclusive of all taxes (wherever applicable).
- c) The quoted price of Product/Software shall be uniformly applicable for delivery/performance to any part of the country and shall be inclusive of all other miscellaneous charges (*i.e. including installation charges, any other applicable duties, whether state or central, packing, freight and forwarding, transit insurance, local transportation, manpower/labour charges, incidental charges such as traveling, lodging/boarding etc.*)
- d) Vendor will be entirely responsible for upfront payment of all applicable taxes (*wherever applicable*) like Central / State levies, sales tax, excise duty, cess, license fees, road permits, service tax, GST etc. in connection with delivery of products at site.
- e) GST/Service-tax and Octroi/local entry tax/LBT 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 along with the invoices to LIC, the vendor will not be eligible for any reimbursement on this count from LIC.
- f) The vendor should not, under any circumstances, request for an increase in the prices once such prices are approved by LIC. No price variation relating to increases in Government levies/ taxes/cess/ customs duty & excise duty including any newly introduced taxes shall be permitted.
- g) It will be the responsibility of the vendor to take care of all the formalities connected with this project (*wherever and whatever applicable*) as per rules / tax laws / regulations / orders of any government/non- government/ regulatory authority in force etc.

2.Placing of Orders and making payments:

The Central Office of LIC at Mumbai will place orders for the equipment's/components for all its offices spread across the country. However, in view of the GST rules, the payments will be made by the Central Office for the orders placed in the state of Maharashtra and the remaining payments shall be made by nodal Divisional Offices of LIC for respective states for where the services are being provided.

Selected vendor necessarily has to execute all the purchase orders issued by LIC and meet all the obligations of the Contract. Vendor should point out any discrepancy/deficiency in the purchase orders within two working days of its receipt. The date of Purchase Order (PO) or the date on which the required information/correction in PO is intimated to the Vendor would be deemed to be the date of acceptance of the PO for the purpose of calculating delivery period, and penalty thereof.

Note:- Purchase order for the equipment's may be issued by LIC in a staggered manner. The quantities mentioned under the "Estimated quantity" column of Technical/ Commercial Bid is indicative only and will be used to arrive at the LI vendor. However, the actual quantities may differ at the time of issuing Purchase Order/s, depending on the actual requirements, circumstances prevailing at that time.

3.Delivery & Installation schedule and Penalty (in case of a delay):

The vendor shall be responsible for delivery and complete installation of all the equipment's/components ordered by LIC and for making them fully operational at no additional cost to LIC within the time frame defined below, for each purchase order.

- (a) Delivery, installation and integration (with the current setup) of the ordered equipment's should be completed within 84 days from the date of issue of Purchase order.
- (b) The installation / integration will be deemed as incomplete for a site if any component is not delivered/ installed/ integrated or is not as per the specifications and hence not acceptable to LIC.
- (c) Date of installation of the last component under a particular Purchase order will be taken as the date of delivery and installation for the particular site for PO-payment.
- (d) Delay in delivery, installation and integration beyond 84 days will attract a penalty 0.2 % of the cost of all the items ordered for that location, per day from the 85th day till the date of installation/integration subject to a maximum of 10% of the total cost of items for that location under the PO.
- (e) However, equipments/components not delivered/installed beyond 134 days, from the date of the Purchase order, will be dealt with as follows:-
 - i. LIC may cancel the purchase order placed which will be conveyed to the vendor in writing.
 - ii. The penalty clause as mentioned in point no.-(d) above will be applicable.
 - iii. Deductions of penalty will be made from any amount payable to the vendor by LIC.
 - iv. Any other amounts that may become recoverable from the vendor will be recovered from any available Bank Guarantee(s)/Performance Bank Guarantees under this bid.
 - v. Recovery of further amounts over and above the available Bank Guarantee(s) etc. will be subject to adjudication at Mumbai.
 - vi. Termination of contract and black listing.
- (f) In case of cancellation of orders due to delay in deliveries/installations or deficiency in services etc., besides the penalty being charged ,the vendor may also be blacklisted by Life Insurance Corporation of India & may not be allowed to

participate in any tenders for a period to be decided by LIC. Also, a lump sum amount as deemed fit by LIC (within the limits of PBG) will be imposed as penalty on the vendor to make good of losses suffered by LIC in terms of business loss and for making alternate arrangements.

4.Site not ready (SNR) cases:

In case the site is not found ready for installation upon the engineers visit, due to any reason(s) attributable to LIC, then the engineer will undertake following activities:

- (a) Open the consignment boxes and verify the deliverables as per Purchase order.
- (b) In case of complete delivery (*i.e. no short shipment of any component*), conduct Power-On Self-Test (POST) and see the equipments are working properly.
- (c) After POST, seal the boxes again in presence of LIC officials who will sign the SNR.
- (d) Obtain a SNR certificate (as per the format attached herewith as per Annexure-XIV) from the LIC office within the delivery and installation period else penalty defined as per clause 2 (d) above will be applicable.
- (e) In case of SNR, payments to the vendor will not be withheld for want of installation certificate. However, the vendor has to submit an undertaking that as and when the site is ready, the said equipments will be installed by the vendor within 14 days of being intimated that the site is ready. If installation is not done within the stipulated time-frame of 14 days, penalty of 0.3% of the total cost of the item(s) per day will be applicable from the 15th day onwards, subject to a maximum of 10% of the cost of that item(s)
- (f) In case of any short shipment/equipment not functioning, LIC will not issue Site Not Ready (SNR) certificate but only Short Shipment Form (SSF) as per Annexure-XIV will be issued. Vendor should arrange the delivery of the short shipment/faulty equipment within the delivery and installation period else, penalty defined as per clause 2(d) above will be applicable.
- (g) Any spare stocks procured by LIC will be treated under this clause.

5.Installation of the equipments:

It is advised that, the vendor should carry out the pre-installation survey of all sites and satisfy themselves that the sites are meeting all requirements i.e. adequate Space, UPS/Power, Earthing, Air Conditioning etc. No additional charges will be payable by LIC for such survey. If this survey is not done, LIC will not be responsible for any related issues that may arise at the time of installation.

The vendor shall do the actual plugging-in, configuration and testing of all equipments / components during installation. The equipment/component should be tested for physical and software configuration as per Life Insurance Corporation of India's requirement, error resolutions (if any), testing of redundancy (wherever provided) configuration as well as the end- to-end connectivity on Life Insurance Corporation of India's network. The equipment has to be installed in racks wherever provided.

B) Other / General Terms and Conditions:

1. Assignment:

The successful bidder (hereinafter mentioned as vendor / successful bidder) shall not assign in whole or in part, the obligations to perform under the contract, except with Corporation's prior express consent.

2. Non-Disclosure Agreement (NDA):

During the contract period, the Personnel of vendor will have access to confidential information of LIC of India such as IP addresses, configurations, network security design, architecture, etc. The vendor or its Personnel shall not disclose at any point of time to any other person/third party the information so received and use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also the vendor may use the information only for serving LIC's interest and restrict disclosure of information solely to those employees of vendor having a need to know such information in order to accomplish the purpose stated above, advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such employees to maintain these obligations. The successful bidder has to sign NDA as per Annexure-VI. Violation of NDA will lead to legal action, forfeiture of PBG and blacklisting.

3. Performance Bank Guarantee (PBG):

The selected vendor is required to submit a an unconditional and irrevocable Performance Bank Guarantee (PBG) to LIC in form of a Bank Guarantee equal to 3% of the total Contract Value. Format for submitting the Bank Guarantee is attached herewith as Annexure-XIII. No interest shall be payable on the PBG amount.

The required PBG should be submitted to LIC within 21 days from the date of letter issued by LIC for selection as the "selected vendor". PBG should be valid for 72 months from the date of submission of PBG to LIC, including the claim period of 12 months. The PBG may be invoked for entire amount (or the portion as deemed fit by LIC to make good its losses) if the vendor backs- out of his obligations as per the contract, including refusal to execute PO or excessive delay in execution of Purchase order or vendor does not provide onsite-support etc. required as per this RFP.

If vendor fails to submit the required PBG within 21 days period as mentioned above, penalty of Rs.5,000/- per day (subject to maximum penalty of Rs.50,000/-) will be imposed. In case the selected bidder fails to submit performance bank guarantee even after the elapse of 35 days from the date of letter issued for selection as the "selected vendor", LIC at its discretion, may cancel the allotment of the contract to the concerned bidder and allot the contract to the L2 bidder at L1 prices, so on and so forth. All the terms & conditions, stated in this RFP (and subsequent modifications, if any) will then be applicable to the L2/L3 bidders, so on and so forth. In case the tenure of servicing is extended beyond five years, the selected Vendor will be required to extend validity period of the PBG or submit a fresh PBG.

- a. The PBG should be valid for the entire contract period from the date of its submission to LIC and an additional three months from the date of notification.
- b. 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.
- c. Format for submitting the Bank Guarantee is attached herewith as **Annexure XIII** and should be executed by a Nationalized/ Scheduled bank acceptable to LIC and having Branches in Mumbai.
- d. The PBG will not carry any interest.
- e. The PBG may be required to be submitted in multiple numbers, if required by LIC.
- f. 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.
- g. The PBG will be invoked in full or part (to be decided by LIC) in any of following eventualities during the period of contract:

- i. The bidder fails to honour expected deliverables or part as per this RFP after issuance of PO
- ii. Any legal action is taken against the bidder restricting its operations
- iii. Any action taken by statutory, legal or regulatory authorities for any breach or lapses which are directly attributable to the bidder.
- iv. LIC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions
- h. The performance guarantee will be discharged by LIC and returned to the 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.
- i. In the event of any contract amendment, the Vendor shall, within seven days of agreeing to such amendment, furnish the amended performance guarantee, valid for 60 days beyond the duration of the Contract as amended, including warranty obligations.

4. Signing of contract:

Post submission of Performance Bank Guarantee by the successful bidder, LIC shall enter into a contract with the successful bidder, incorporating all clause of RFP, all clarifications and the response to the RFP of the successful bidder. The selected bidder (vendor) has to sign a contract with LIC as per the terms and conditions of the RFP on a Rs.500/- non-judicial stamp-paper. This initial contract will be called as the Master Service Agreement (MSA) which will act as the comprehensive contract document between LIC and vendor for all purpose/conditions related to the RFP. The MSA will be the permanent reference & the contract document (with subsequent modifications, if any). The modifications to the MSA will be mutually agreed and will be accommodated in the form of addendum/schedules to the MSA since procedural aspects, services etc. will be continuously evolving. On behalf of LIC, MSA will be signed by the Officials of Central Office, IT/BPR dept. Mumbai. No other contract will be required to be signed by any of other LIC-offices.

5. Transportation and Insurance:

The successful Bidder is required to deliver the products and services at the destination as informed in the Purchase Order for execution. Transportation and Insurance of goods shall be arranged and paid for by the vendor at no extra cost to LIC. The goods supplied shall be fully insured by the vendor for and from transit period till fourteen days from the date of delivery at LIC's offices, at their cost against any loss or damage. 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.

6. Road Permit:

Road/entry permit etc. which may be required for entry into a State for supply of the equipments 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.

7. Dispute:

- a) In the event of any dispute or disagreement over the interpretation of any of the terms in this bid document or claim of liability, the same shall be referred in writing to an arbitrator appointed by mutual consent of both 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 Conciliation Act 1996. The venue of arbitration shall be Mumbai. Subject hereto the courts in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts.
- b) Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- c) The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
- d) A party claiming a dispute has arisen, must give the other parties to the dispute notice setting out details of the dispute. During the 30 days after a notice is given (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 (of 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 modification, Rules or enactments thereof. 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. The arbitration proceedings shall be conducted in English Language. The parties agree that the award passed by the Arbitrators shall be final and binding upon the parties.

8. Consequences of Termination of the Selected Bidder:

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

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. Force Majeure Condition or Unforeseen events:

For purposes of this clause, "force majeure or Unforeseen events" means an event 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, acts of the government in its sovereign capacity, wars or revolutions, riots, labour and industrial disputes, fires, floods, epidemics, quarantine restrictions and freight embargoes. In case a Force Majeure situation arises, the Vendor shall immediately notify LIC of India in writing of such conditions and the cause thereof within two calendar days and prove that such is beyond the control and affect the implementation of the agreement. The Vendor will make all reasonable efforts to minimize the effects of such circumstances on the performance of the contract.

- a) Unless otherwise directed by LIC of India 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.
- b) If non-performance or diminished performance by the Vendor due to the circumstances as per 9.b above continues for a period of more than 28 consecutive days, the other party may terminate the Contract immediately by giving the Affected Party written notice.
- c) If the Contract is terminated:
 - a. Each party will bear its own costs and neither party will incur further liability to the other;
 - b. 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.

10. Limitation of liability:

Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/vendor to pay liquidated damages to the Corporation and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

11. Confidentiality:

The contents of this RFP and the supporting documentation are confidential to the corporation and are provided solely for the purpose of response to the RFP. The bidder shall not, without the written permission of LIC make any public statements in relation to the details of contract or the awarding of any subsequent order or contract to the bidder.

12. Copyright Violation and Patent Rights:

The Bidder shall undertake to indemnify LIC in respect of all claims arising out of violation of any Patents or Copyrights, for all software supplied by the successful bidder. The Bidder shall indemnify LIC against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the software packages. The Vendor should have back to back agreement with OEM to safeguard the Corporation's interest with regards to IPR. IF THE BIDDER IS NOT ABLE TO COMPLY WITH THIS CONDITION, THE BID WILL BE TREATED AS NON-RESPONSIVE.

13. Fraud and Corrupt Practices:

The bidder/vendor, their employees and representatives shall observe the highest standard of ethics at all times (pre and post the RFP process). Notwithstanding anything to the contrary contained in this RFP, LIC shall reject a Bid or terminate the contract without being liable in any manner whatsoever to the bidder/vendor,

if it determines that the bidder/vendor has, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable / restrictive practice (collectively the "Prohibited Practices") at any time. In such an event, LIC shall, without prejudice to its any other rights or remedies, forfeit in part or full the EMD / PBG, as the case may be for, inter alia, time, cost and effort of LIC, with regard to the RFP, including consideration and evaluation of such Bids and such Bidder/Vendor may not be allowed to participate in any RFP issued by LIC during a period of two years from the date such bidder/vendor is found by LIC to have directly or through an agent, engaged or indulged in corrupt / fraudulent / coercive / undesirable / restrictive practice, as the case may be. Without prejudice to the rights of LIC under Clause above and the rights and remedies which the Life Insurance Corporation of India may have under the Letter of Intent (LOI) or the Agreement, if Bidder, as the case may be, is found by LIC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by LIC during a period of 3 years from the date such Bidder, as the case may be, is found by LIC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be. For the purposes of this Section, the following terms shall have the meaning herein-after respectively assigned to them:

"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;

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

- (a) "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, suppression of facts in order to influence the Selection Process or violation of statutory requirements/regulations etc.
- (b) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (c) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by LIC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (d) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Vendors with the objective of restricting or manipulating a full and fair competition in the Selection Process.

14. 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.

15. Conflict of interest:

- 1) Conflict of Interest
 - a) Bidder shall not have a conflict of interest that may affect the Selection Process. Any bidder found to have a conflict of Interest shall be disqualified. In the event of disqualification, LIC shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to LIC for, inter alia, the time, cost and effort of LIC including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available to LIC hereunder or otherwise.
 - b) LIC requires that the Bidder provides professional, objective, and impartial advice and at all times hold LIC's interest's paramount, avoid conflict with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other projects or contracts, or that may place it in a position of not being able to carry out the assignment in the best interests of LIC.
 - c) Without limiting the generality of the above, bidder shall be deemed to have a conflict of Interest affecting the Selection Process, if:
 - i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate(or any constituent thereof) have common controlling shareholders or other ownership interest;
 - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the bid of either or each of the other Bidder; or there is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing services to LIC for this particular assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment.
- 2) 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 Vendor will not have a conflict of interest that may affect the Services.
- 3) Notification of a conflict of interest The Vendor shall make a disclosure to LIC as soon as any potential conflict comes to its notice but in no case later than fourteen days and any breach of this obligation of disclosure shall be construed as Conflict of Interest. LIC shall, upon being notified by the Vendor under this Clause, decide whether it wishes to terminate his Services or otherwise, and convey its decision to the Vendor within a period not exceeding twenty one days.
- 4) 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 nor is likely to arise in the performance of its obligations under the contract.

5) A Vendor will not have a conflict of interest that may affect the Services

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

7) 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.

16. Indemnity:

1) Subject to Clause 2 below, Vendor will undertake to indemnify LIC from and against all Losses on account of bodily injury, death or damage to tangible personal property of any person, corporation or other entity (including LIC) attributable to the Vendor's negligence or willful default in performance or non-performance under the contract. If LIC promptly notifies Vendor in writing of a third party claim against LIC that any Service provided by the Vendor infringes a copyright, Patent or trade secret of any third party, the Vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Vendor will not indemnify LIC, however, if the claim of infringement is caused by:

- a) LIC's misuse or modification of the Service;
- b) LIC's failure to use corrections or enhancements made available by the Vendor;
- c) LIC's use of the Service in combination with any product or information not owned or developed by the Vendor;
- d) LIC's distribution, marketing or use of the Service for the benefit of third parties; or
- e) Information, direction, specification or materials provided by LIC or any third party contracted to it. If any Service is or is likely to be held to be infringing, Vendor will at its expense and option either:
 - i. Procure the right for LIC to continue using it;
 - ii. Replace it with a non-infringing equivalent; or
 - iii. Modify it to make it non-infringing. The foregoing remedies constitute LIC's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

2) The indemnities set out in Clause 1 above shall be subject to the following conditions:

- i. LIC, as promptly as practicable, informs the Vendor in writing, of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- ii. LIC will, at the cost of the Vendor, give the Vendor all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- iii. if the Vendor does not assume full control over the Defense of a claim as provided in this Article, the Vendor may participate in such Defense at its sole cost and expense, and LIC will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of LIC will be

- included in losses to be indemnified by the vendor;
- iv. LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Vendor;
 - v. all settlements of claims subject to indemnification under this Clause will:
 - a) be entered into only with the consent of LIC, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff or all liability in respect of such claim; and
 - b) Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - vi. 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;
 - vii. 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;
 - viii. in the event that the Vendor is obligated to indemnify LIC pursuant to this Clause, the Vendor will, upon payment of such Indemnity in full, be subrogated to all rights and defenses of LIC with respect to the claims to which such indemnification relates; and
 - ix. if a Party makes a claim under the indemnity set out under this Clause above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

17. 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 reserves the right to debar the Bidder from participating in future RFPs floated for a period 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 RFPs, at any time prior to award of agreement without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder(s). Reasons for cancellation will be determined by LIC at its sole discretion.
- (c) LIC reserves the right to accept or reject any or all Bids without assigning any reasons. Bids may be accepted or rejected in total or in any part thereof.
- (d) LIC reserves the right to verify the validity of bid information, and to reject any bid/quotation where the same appears to be incorrect, inaccurate or inappropriate in the Corporation's estimation.
- (e) Bids not conforming to the requirements of the RFP may not be considered. LIC reserves the right, at any time, to waive any of the requirements of the RFP, at its sole discretion and in the best interest of the Corporation. However, this will be done before opening of the commercial bid(s).
- (f) Further, the Corporation shall have the right to cancel the RFP process at any time without assigning any reason, prior to finalization of the contract, without thereby incurring any liability to the affected bidder or bidders. Reasons for cancellation will be determined by the Corporation in its sole discretion.
- (g) LIC may call for any additional information/document by way of clarification before the finalization of this tender process.
- (h) Procurement of any equipments/components outside this tender.
- (i) There may be certain unforeseen issues. LIC will decide these issues based on merits of each case. The decision taken by LIC will be final and binding on all the bidders/ selected vendor.
- (j) The decision of LIC in all matters will be final and binding on all bidders participating in this bid.
- (k) LIC may terminate the agreement if it determines at any time that the vendors or their representatives were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the agreement, even if the concerned Vendors have taken timely and appropriate action satisfactory to the LIC to remedy the situation.

18. Contract Period

Unless terminated in accordance with the terms and conditions of this RFP, the duration of the Contract Period will be 5 years from date of signing of contract between LIC and the selected Bidder.

18.1 General obligations of the parties

The Selected vendor will, at all times:

- a. Act reasonably in performing its obligations;
- b. Diligently perform its respective obligations ;and
- c. Work together with LIC in a collaborative manner.

19. Obligations of the selected vendor

- a. 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 to be provided by the Vendor, 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;
- b. The Vendor will be responsible for managing the activities of its personnel and will

- hold itself responsible for any misdemeanors.
- c. 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.
 - d. 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.

20. Warranties

The Vendor will have to represent and warrant that:

- a. It has the right to enter into the Contract resulting from 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.

21. Access to LIC's premises

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

22. Conduct at LIC's premises

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

23. Subcontracting

The Vendor will not be allowed to subcontract any portions of the scope of this RFP to any other party.

24. Documentation

24.1 Provision of Documentation

The Vendor will provide LIC the comprehensive and complete documentation of and as specified in the Scope of Work in the format and at the times specified in the Scope of Work.

24.2 Documentation requirements

The documentation must at the time of delivery:

- a. Be current and accurate;
- b. Adequately explain key terms and symbols ;and
- c. Be in English.

25. Varying the Services

25.1 Variations proposed by LIC

LIC reserves the right to initiate any change in the scope of contract. Vendors must factor in a maximum of 10% scope changes within the services cost to be quoted in the commercial bid. Any change in the scope beyond this 10% will be informed to the vendor in writing. If LIC wants to vary the Services:

- a. LIC will request the Vendor in writing setting out the proposed variations;
- b. within 15 days after receiving LIC's request or within another period mutually

agreed, the Vendor must respond in writing to LIC specifying what impact those variations will have on:

- i. the Service Charges ;the Services or Deliverables, including any 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. Within 15 days after receiving the Vendor's response, or within another period mutually agreed, LIC will give the Vendor a written notice accepting or rejecting the response.
- d. The contract may be varied only in writing signed by each party.

25.2 Effective date of variation

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

25.3 Change Order

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

25.4 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 vendor and its costs would be discussed and finalized in discussions with the vendor. The basis of this cost would be as quoted by the vendor in the **Annexure IX** -Indicative Commercial Bid.

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

25.5 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 vendors.

Any changes in law, taxes and policies shall be governed through the provision of this RFP.

26. Co-operation with Personnel and entities interacting with LIC

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

- j. Fully co-operate with LIC's Personnel and any other entity interacting with LIC; and
- k. 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.

27. 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.

28. Monitoring progress

28.1 Progress meetings

Regular review meeting will be held between vendor and LIC to discuss any issues in relation to the provision of the Services. The frequency of such progress meeting will be weekly during the implementation phase, monthly during next six months and quarterly thereafter unless any other frequency is agreed to by LIC in writing.

28.2 Reporting

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

28.3 Assessment of Services

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

28.4 Notice of non-compliant Services

- a. If Life Insurance Corporation of India considers that all or part of the Services does not meet the specifications, Life Insurance Corporation of India will notify the Vendor within 7 Business Days of assessing the Services against the specifications.
- b. Life Insurance Corporation of India will include reasons for the Services not meeting the specifications in the notice given under clause 'a' above.

28.5 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;
- 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.

29. Intellectual Property Rights

29.1 Third Party Material

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

29.2 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.

29.3 Responsibility of the successful bidder

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

29.4 Liability of the successful bidder

The successful bidder shall be responsible for all due permissions, authorizations and consents from any third party licensors of software provided by the bidder for this project.

The liability of the bidder, regardless of the nature of the action giving rise to such liability and in case of claims against the LIC arising out of misconduct or gross negligence of the bidder, its employees and subcontractors or through infringement of rights, patents, trademarks, copyrights, Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

29.5 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.
- c) Rights in Vendor's Pre-existing IPR**
- d) 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

29.6 Remedy for breach of warranty

If a third party lays a claim for any partial or full ownership of any software or its components supplied by the bidder, which jeopardize, disrupt or endanger the LIC's right of uninterrupted use of the software, the bidder shall at no cost whatsoever to the LIC,

- (i) regularize the license so that the LIC may continue to use the software in accordance with the terms set out in the RFP and any subsequent Agreement, or
- (ii) modify the software without affecting the performance or functional aspects of the software in any manner, to avoid the infringement claim, or
- (iii) replace the software with an alternate, non-controversial and non-infringing product, without compromising the quality and functionality of the software to be replaced.

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.

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

29.7 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.

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

30. Moral Rights

30.1 Obtaining consents

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

- Give, and
- Use its best endeavors 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.

30.2 Specified Acts

In this clause, Specified Acts means:

- a. Falsely attributing the authorship of any Contract Material, or any content in the Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the Copyright Act, 1957);
- 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; and
- d. Adding any additional content or information to the Contract Material.

31. Liability

Except in cases of criminal negligence or willful 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 or 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.

32. Confidentiality and privacy

32.1 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 person not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its proposal.
- b. The vendor including but not limited to its personnel, agents and associates, is bound by the conditions of the Non-Disclosure Agreement submitted by the vendor in response to the RFP as per Annexure VI - NDA.
- c. During the execution of the project, the vendor will have access to confidential information of LIC such as servers, applications, network design, architecture etc. The vendor shall use the same degree of care to maintain the confidentiality of the information as if the information is its own and shall not disclose information at any point of time to any other person/third party the information so received. The vendor will:
- d. 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,
- e. Advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such

employees to honour these obligations.

- f. The vendor will treat as confidential all data and information about LIC, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of LIC.
- g. Violation of NDA will lead to forfeiture of performance Bank guarantee and will additionally lead to legal action and blacklisting.

32.2 Exceptions to obligations

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

- 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 to be disclosed; or
- f. is in the public domain otherwise than due to a breach of this clause .
- g. is lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential
- h. is independently developed by the Recipient without use or reference to such Confidential Information

32.3 Obligations on disclosure

Where a party discloses Confidential Information to another person:

- a. Pursuant to clauses a) and b) of 32.2 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 32.2 above, the disclosing party must notify the receiving party that the information is Confidential Information.

32.4 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.

32.5 Period of confidentiality

The obligations under this clause 32 will continue, notwithstanding the expiry or termination of the contract for:

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

33. Protection of personal information

33.1 Application of the clause

This clause applies only where the Vendor deals with personal information when, and for the purpose of, providing Services under the contract.

33.2 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.

34. Security

34.1 Compliance with LIC requirements

The Vendor will ensure that its Personnel comply with:

- a. All relevant security and other requirements specified in LIC's Information Security Policy;
- 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 regulatory guidelines about IT security issued by Regulator.

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

34.3 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 LIC's premises.

35. Books and records

35.1 Vendor to keep books and records

The Vendor will:

- a. Keep adequate books and records, in accordance with Indian Accounting Standards, in sufficient detail, to enable the amounts payable by LIC under the contract to be determined;
- b. Also maintain and retain books and records as mandated by any other law and the same would be made available to LIC

35.2 Costs

The Vendor will bear the costs of complying with the clause 35.

36. Dispute Resolution

36.1 Reconciliation Process

- a. 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.
- b. Parties agree that neither party shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

36.2 Notification

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

36.3 Parties to resolve Dispute

During the 30 days after a notice is given under clause 36.2(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, any such dispute or difference whatsoever arising between the parties to the contract out of or relating to the construction, meaning, scope, operation or effect of the contract or the validity of the breach thereof shall be finally settled by arbitration conducted in accordance with Arbitration and Conciliation Act, 1996 or any modifications, Rules or enactments thereof. Each party shall appoint its Arbitrator and the two respective Arbitrator appointed by each party shall appoint presiding Arbitrator to adjudicate the dispute, difference or claim between the parties. The Arbitration proceeding shall be conducted in English language. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Mumbai only. No interest will accrue on any amount during the arbitration proceedings. Any legal dispute will come under the sole jurisdiction of Mumbai High Court only.

36.4 Confidentiality

Any information or documents disclosed by a party under the clause 36:

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

36.5 Costs

Each party to a Dispute must pay its own costs of complying with the clause 36. The parties to the Dispute must equally pay the costs of the arbitrator.

36.6 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 the clause 36. Clauses 36.4 and 36.5 survive termination of the dispute resolution process.

36.7 Breach of this clause

If a party to a Dispute breaches provision of the clause 36, the other party does not have to comply with those clauses in relation to the Dispute.

37. Termination

37.1 Right to terminate

If Vendor fails to comply with the clause 4.8 for Performance Assessment and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate the Contract by giving the Vendor written notice of 15 days.

37.2 Termination and reduction for convenience

- a. LIC may, at any time, by a prior written notice of 30 days, **terminate** the contract or reduce the scope of the Services.
- b. On receipt of a notice of termination or reduction of scope, 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 under the contract, LIC is liable to make payment only for 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) above for an amount which would, in addition to any amounts paid or due, or becoming due, to the Vendor under the contract, exceed 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 at the Contract terms and prices. 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 amount mutually agreed for partially completed systems and for materials and parts previously procured by the Vendor.

37.3 Termination by LIC for default

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

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

37.4 Termination for Insolvency

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

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

37.5 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

37.6 Survival

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

- a. Intellectual Property Rights;
- b. Indemnity;
- c. Insurance;
- d. Confidentiality and privacy;
- e. Protection of personal information;
- f. Security;
- g. Audit and access ;and
- h. Knowledge transfer
- i. Warranty

37.7 Severability

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared 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 closely 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.

37.8 Termination does not affect accrued rights

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

37.9 Consequences of Termination of the Selected Bidder:

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

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

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

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

37.10 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.

37.11 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 to or providing LIC access 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 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 90 days.

38. 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.

38.1 Service of notices

A Notice must be:

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

LIC's Address for Project specific Technical notices
Executive Director (IT/BPR) LIC of India, Central Office, 2 nd Floor, "Jeevan Seva Annexe Building", Santa Cruz (West), S. V. Road, Mumbai – 400054

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.

38.2 Effective on receipt

A Notice given in accordance with the contract takes effect when it is acknowledged to be received at the respective addresses mentioned above. The notice will be 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);

39. Miscellaneous

39.1 Varying the Contract

The quantity of material may vary up to 25% of the quantity mentioned in this document.

39.2 Approvals and consents

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

39.3 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.

39.4 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.

39.5 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.

39.6 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 be able to bind or represent the other party.
- b. The contract does not create a relationship of employment, agency or partnership between the parties.

39.7 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.

39.8 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 agrees that legal dispute will come under the jurisdiction of Mumbai High Court only.

Section-E: SCOPE OF WORK

The scope of work includes understanding the requirement, designing, supply and commission, install, test, configure, integrate with the corporate network/solution the items provided under this RFP and provide support for the same at Five Co-located Data Centers which are Bengaluru FAR-DR, Rabale, Noida, Bhubaneswar and Hyderabad. The bidder has to provide support for the items provided under this RFP for a period of five years .This is not an all-inclusive list. The Bidder is expected to provide the end to end solution and vendor is expected to absorb any other cost of material / services if any not particularly listed below.

1. The following are covered under Scope of Work for this RFP

- 1) All conditions defined regarding delivery and installation and support shall be applicable.
- 2) Obtaining of the Road/entry permits, other entry/security forms, etc. will be the sole responsibility of the vendor. However, LIC may sign the necessary forms as purchaser as per requirement on receipt of written request(s).
- 3) To de-commission the existing network devices in the setup and commission the new network devices in the setup in such a manner, that there is no downtime involved for the installation of data center switches.
- 4) To supply, install, configure, integrate, commission, test with the corporate network/solution the equipment/solution procured under this RFP.
- 5) To support the networking/other equipment/solution procured under this RFP at various locations.
- 6) Any device/ equipments/components/ software supplied under this RFP should not be end of support in the next six years and should not be end of sale in the next 3 years.
- 7) Devices/ Equipment/Components/ Software supplied under this RFP should seamlessly integrate with existing network setup of LIC without requiring purchase of additional equipments/components/Software etc. and also without requirement of downgrading or upgrading of existing equipments/ components/software used by LIC. However, if any additional equipments/components/Software etc. is required for seamless integration with existing network setup of LIC; the same has to be provided at no additional cost to LIC. In such cases, the balance 20% payment on delivery will made after the vendor demonstrate seamless integration of the router/equipment/component etc.
- 8) LIC is re-designing its Data Centers architecture and the vendor has to do end to end, designing, configuration of the network devices, implementation and customization of the network as per LIC's requirement. This will include complete study of the existing network, network changes being proposed benchmarking,

- documentation, testing and actual migration. This may also involve configuration of network switches which are already there in the existing network. LIC will make available to the vendor the configuration management tools present with it.
- 9) The vendor has to specify various infrastructure requirements which will be required for smooth functioning of the entire project. This will include site requirements, power, cables, UPS, environmental conditions etc.
 - 10) The vendor will be responsible for ensuring end-to-end maintenance of Network/equipments and also undertake all the post failure repair/replacement of all equipments/components supplied & installed by him or previous suppliers.
 - 11) The bidder shall be responsible to provide within scope of work all facilities like labour, transportation, tool Kits, testing equipment, cables, connectors, power cords etc. which is necessary for successful deployment of solution.
 - 12) The successful bidder need to install all the associated equipments needed to complete the job as per the technical specification described in this tender.
 - 13) The vendor has to do end to end cabling work and also provide the necessary patch cords/OFC patch cords with appropriate connectors (if required) for termination of standard make. In case of any down time or disturbance in service penalty as per SLA will be charged.
 - 14) Termination of LAN cables/OFC patch cords on Router and end to end testing
 - 15) Looping of cables from Router to patch panels (if required)
 - 16) Looping of cables from Router to switch.
 - 17) Vendor has to do end-to-end configuration of network devices, designing, implementation and customization of network level policies as per LIC's requirements.
 - 18) All the networking equipments/components, etc. should be configured for the high availability (wherever applicable) and no single point of failure, wherever redundancy is provided by LIC.
 - 19) Vendor shall pass on the benefit of discount / reduction in prices/ Govt. duties, if any, to LIC voluntarily. In case of failure, LIC reserves the right to terminate the rate contract with immediate effect.
 - 20) Vendor shall provide and implement the latest versions/upgrades of software/IOS (same class) etc. at no extra cost to LIC.
 - 21) Vendor will provide details of features covered under back-lining support and warranty provided by the OEM. This should be supported by OEM's documentation and validated by the OEM on the OEM's letterhead. This should also mention exclusion explicitly.
 - 22) LIC will also have periodic review of technology and may consider an alternate model in consultation with the OEM in case of need. In case a product or part of the product (component) which has been quoted for a certain cost/free of cost, is rendered End-of-Sale (EoS) / End-of-Life or Support (EoL) during the contract period, a substitute of equivalent or higher capacity should be provided at the same cost/free of cost to LIC in place of the original product given in the bidding document submitted by the vendor. The replacement model specifications have to be validated by OEM as the same or higher. Such equipments should support all the existing components and should not have any adverse effect on functioning or restrictions in functionalities on LIC's Network as a result of supply of such equipments.
 - 23) If required by LIC, vendor shall arrange to shift the equipment and install and commission the same at the shifted location depending upon the need and at no extra cost to LIC (only transportation cost, taxes, Octroi, insurance as per actual will be borne by LIC).
 - 24) Vendor should maintain adequate functional spares at each of their service-centers so as to meet uptime commitment for each office of LIC. Vendor shall submit location-wise list of such spares to LIC (CO and Zones) at beginning of every Quarter.
 - 25) The details of information required from LIC for the implementation of scope of Work should be sought within three weeks from the date of receipt of purchase order from LIC. The successful bidder may physical verify the sites involved.
 - 26) Vendor has to submit User Acceptance Test (UAT) plan (to be prepared jointly with

- LIC) and undertake the UAT at the various locations where the equipment/solution/component will be installed.
- 27) In case there is a cost incurred to LIC due to the wrong BoM/Specification/feature-set of network equipment at any location, the same will have to be replaced by vendor at no extra cost to LIC.
 - 28) The vendor has to act as a technical-advisor for evaluation of new technologies, improvement in the existing network setup, routing-protocols/migration, in LIC, suggest best, cost-effective and feasible mode of connectivity etc. if required by LIC. Necessary resources (including Level-3 support) have to be deployed by the vendor for technical assistance along with the detailed documentation. No additional cost will be payable by LIC.
 - 29) The vendor has to conduct an onsite detailed design workshop to gather data and initiate the network detailed design development process (for the equipment/solution/component/devices under the scope of this RFP), which may include, review and evaluation of the existing LIC network setup and existing LIC network designs, verification of the existing platforms, features, equipment, gathering of information on the application, setup and network design etc. that may be required for implementation.
 - 30) The vendor has to prepare HLD and LLD in consultation with OEM and LIC for rollout. The design should be OEM certified.
 - 31) The vendor has to design and document a Project implementation plan with significant milestones marked on it.
 - 32) Create Low Level Design Document: The vendor should prepare an OEM validated Low Level Design document that typically includes (indicative and not exhaustive):
 - Network logical and physical topology
 - Scalability and redundancy (considering the end-to-end setup)
 - Security considerations such as authentication, VLANs, subnet isolation, and so on
 - Hardware and software protocols, features, and functions recommendations
 - Required changes to network infrastructure to accommodate the Low Level Design.
 - 33) Present and Discuss Low Level Design (indicative and not exhaustive):
 - Integrate technical requirements and design goals into LIC network infrastructure design with the OEM certified/validated and proven design principles.
 - Minimizes expensive, time-consuming, and network-intrusive redesign by helping ensure proper design early in the lifecycle of Network.
 - Proactively improves the performance, resiliency, and availability of LIC network infrastructure & its services
 - Identifies potential security risks, helping LIC to take appropriate, corrective action to reduce the risk of network /service downtime.
 - 34) The vendor may have to conduct a POC, at LICs request, in Mumbai for all models of equipment supplied, before the supply of the Network equipments.
 - 35) Prepare test-plan, migration plan and rollback strategies:
 - Prepare draft of network migration plan document.
 - Prepare test-plan.
 - Provide configuration templates.
 - Review & develop detailed failure recovery procedure and risk-mitigation and rollback strategy.
 - Review interconnection and interoperability requirements
 - Prepare acceptance (UAT) plan and formats.
 - Submission of detailed documentation to LIC of India.
 - 36) The vendor has to provide onsite support at Central Office and 4 Co-located Data centers, for monitoring of the network infrastructure (for the equipment/devices/component/solution provided under this RFP). The onsite support will be responsible for the day-to-day maintenance, configuration changes, trouble shooting, and follow up/coordinating with the various stake holders for early resolution of the problems.
 - 37) Back-to-back (back-lining support with OEMs): The vendor needs to mandatorily backline all equipments/products/components/software-upgrades etc. with the respective OEMs for service support-line items.
 - a) The contract should be back lined with OEM for the complete contract period). The bidder will be required to provide a proof of back-lining, in writing in the form of an e-mail / letter confirmation, from the OEM within 30 days from the

- date of PO release, before any payment what so ever can be released by LIC.
- b) Login-IDs should be created by the vendor for LIC for logging into the OEMs portal for the support and logging/viewing the status of calls/TAC cases raised by/for LIC of India.
- 38) The bidder has to perform an OEM audit immediately after the deployment of the solution. The OEM audit has to provide a detailed report on the implementation, routing/switching patterns, access lists, integration with SIEM, hardening and best practices to be adopted etc. All aspects of technical specifications should be verified for the implementation. IS Audit requirements as per the IRDAI/other regulatory guidelines should be complied with. The audit should also cover compliance with any legal, regulatory or industry requirements.
- 39) After the first OEM audit, immediately after deployment the bidder has to perform a yearly OEM audit and provide a detailed report on the other aspects. IS Audit requirements as per the IRDAI/other regulatory guidelines should be complied with. The audit should also cover compliance with any legal, regulatory or industry requirements and should provide recommendations on the latest security posture to be adopted in view of the evolving threat landscape.
- 40) The OEM Audit report should be made available within seven days of conducting the OEM Audit. The System Integrator has to ensure that all the shortcomings pointed out in the OEM Audit report are rectified and all the recommendations are complied with within fifteen working days.
- 41) The identity of the Auditors conducting the OEM audit has to be suitably established , through the names and other attributes such as Aadhar Card Details/Passport Details, mail-id etc. provided on the letterhead of the OEM .
- 42) The Bidder has to formulate the BCP processes in line with the IRDAI guidelines and conduct DR Drill twice a year. The DR drill conducted has to be evaluated by a third party (CERT-In empanelled).
- 43) Service-Delivery and Project Management:

The selected vendor will have to post a full time onsite Service-Delivery Manager (SDM) immediately after the signing of the Contract. The detail of SDM should be conveyed in writing to LIC within 2 weeks of receipt of purchase order. The onsite Service-Delivery Manager will be required to be posted for the entire implementation period and has to be present on site at LIC-CO-IT, Mumbai office. The onsite SDM should have the following minimum profile:

- a) Minimum 5 years of IT experience
- b) Minimum 2 years of Program Management experience.
- c) 2 years' experience of Network deployments.
- d) Experience of handling/managing teams (Minimum 5 reportees).

The responsibilities of the On-site Service-Delivery Manager as a part of support are as follows (indicative but not exhaustive):

- a) Act as a Single Point of Contact (SPOC) for the entire project
- b) Responsibility for the entire execution & management of the project after receipt of purchase order. (ii) Overall monitoring of project
- c) Coordination for Delivery/Installation of New hardware in stipulated time frame
- d) Call flow management, Quality Service Delivery
- e) Overall monitoring and management
- f) SLA management and reporting
- g) Submission of periodical Reviews and reports required by LIC.
- h) Crisis management and Emergency response procedures.
- i) Preparation and submission of detailed Project documentation to LIC (Purchase Order wise) and progress of initiatives taken by LIC.
- j) He should be placed at LIC premises in Mumbai during LIC's office hours.

However, the hours may be extended whenever required.

The Vendor shall submit to ED (IT/BPR), CO, Mumbai the name and contact details, including address, telephone number, mobile number, FAX number/email address of the nominated Service-Delivery Manager.

It is mandatory for the concerned Service-Delivery Manager to have structured meeting with the ED (IT/BPR)/Chief (IT/BPR), Secretary (IT/BPR)/Dy. Secretary (IT/BPR)/Assistant Secretary (IT/BPR), Network Section of Central Office once a week, preferably on Monday, during the implementation period from the date of receipt of the first Purchase Order by the vendor. Weekly meetings should be held till the project is entirely rolled out. The vendor should submit the name & the latest contact details of service engineer and escalation matrix during each such meeting. The minutes of the meeting shall be signed by the representatives of LIC and the Service Delivery Manager.

In short, Onsite Service-Delivery Manager shall carry out and coordinate the various tasks involved in the project like Project scheduling, tracking, monitoring, identifying risks, liaising with all stake holders (OEM, vendor's back-end teams etc.) and reporting to LIC on the overall progress of the project, etc. No charges will be payable by LIC for the onsite Service-Delivery Manager.

2. On-site support (Facility management)

As part of On-site support, the vendor should post L1 engineers as per details given below. The vendor will have to submit the Curriculum Vitae (CV) of the proposed Service-Delivery Manager, L1 engineers matching the qualification criteria as defined in this RFP.

SN	Location	Level	Number	of
1	Central Office at Mumbai	SDM	One	
2	Central Office at Mumbai	Level 1	One	
3	Bengaluru FAR-DR	Level 1	One	
4	Noida	Level 1	One	
5	Bhubaneswar	Level 1	One	
6	Hyderabad	Level 1	One	

- a) The onsite-engineers at LIC offices and Data Centers should be capable of monitoring and troubleshooting any problem related to LIC's network and networking equipments deployed in LIC. Co-ordinate with all the stake-holders and resolve the network related issue.
- b) The vendor will also have to earmark an Offsite L3 Network Engineer for LIC, who will act as the advisor/consultant for issues and may have to come for meeting at LIC and work on the new initiatives that LIC may take from time-to-time. No charges will be payable by LIC for this purpose.
- c) Normal office timings will be an hour before and after the office hours of LIC (Monday to Friday). However, as per the changing business needs, LIC may ask the Personnel to report for duty in different time Windows as per the need of LIC.

Note:

No telephone connection, No PC and No laptop will be provided by LIC to the onsite support persons. The on-site L1 and L2 support may also be required to work on Sunday/LIC holidays or beyond office hours on working days, for which an advance notice will be given.

3. Responsibilities of on-site Level-one (L1) resource:

The responsibilities of L1 engineer as a part of On-Site support are as follows (list is indicative and not exhaustive :

- a) Technical aspect of project implementation.
- b) The support Personnel provided should be conversant with SDN and the regular configuration from scratch.
- c) Day-to-day maintenance of the network equipments etc. under the entire zone, covered under the scope of this RFP
- d) The support Personnel provided should be conversant with the regular configuration from scratch.
- e) Upgradation of existing routers IOS and troubleshooting.
- f) Liaisons with the field personal/channel partners/service-providers for prompt resolution of problems and ensure best site-uptimes and Network uptimes.
- g) QOS/Access list etc. designing and implementation in consultation with LIC Network team
- h) Network equipment installation at the locations where Network Engineers are based.
- i) Manage Network equipment configuration (as per LIC's NISP / templates).
- j) Trouble shooting and debugging of problems, if any
- k) Changes in configuration on the Network devices
- l) Monitoring of QOS performance
- m) Liasioning with the LIC-users for prompt resolution of problems
- n) Escalation of unresolved issues to L2 engineer(s)
- o) Ensure proper functioning of network and Overall SLA management
- p) Integration of networking equipments with ACS/TACACS and Configuration Management Tools
- q) Update call status in the ticketing system installed by LIC

4. Submission of CV, selection of the onsite Engineers by LIC, other conditions:

Following conditions shall be applicable regarding the onsite L1/SDM support:

- a. Details of the concerned candidates along with his/her Curriculum Vitae (CV) are to be provided to LIC along with the photo-identity and supporting documents (duly verified and attested by vendor) within 2 weeks from the date of issue of purchase order/Letter-of-Intent.
- b. If required, the candidates (for onsite support at LIC) may be interviewed by LIC officials or LIC's consultant or persons nominated by LIC; including hands on troubleshooting etc. based on which the candidate will be assessed and shortlisted.
- c. If the candidate is not found to be suitable, vendor will have to provide an alternate candidate. The selected candidate has to report to the LIC, within 2 weeks of being intimated of the selection by LIC.
- d. Shortlisted candidates will also form a standby pool for LIC. Engineers from this pool only will be accepted by LIC for the onsite support (including the standby resource). In case of attrition/resignation, the pool has to be updated on regular basis following the process defined above.
- e. In case of a person going on leave, suitable replacement shall be provided from the pool for that leave-period failing which penalty as per the SLA conditions shall be applicable.
- f. If any on-site support person leaves before expiry of one year, penalty as per SLA conditions shall be applicable. This will be cumulative in nature for each occurrence.
- g. In case the on-site support person is to be changed by the vendor, minimum of one-and-half month (45 days) advance notice shall be given by the vendor to LIC, for reasons other than termination, death and hospitalization.
- h. On-site support person may have to be changed by the vendor, if LIC so desires. Notice period for the same will be of 30 days from LIC.
- i. The selected vendor will also have to earmark an Offsite L3 Engineer for LIC, who will act as the advisor/consultant for issues and may have to come for meeting at LIC and work on the new initiatives that LIC may take from time-to-time. No charges will be

payable by LIC for this purpose

5. Minimum Qualification criteria for the onsite L1 Engineer:

- a) BE/B Tech/Diploma in Egg. Or MCA/BSc-IT/BSc-Computers.
- b) A valid CCNA or equivalent certification.
- c) Should be on roll of vendor as on the date of his/her deployment to LIC.
- d) Should have worked in a PSU/Govt./ Pvt Bank or any other organization etc. having a large network and should have handled & managed networking equipments for a period two years.
- e) Should have working experience of minimum two years and expertise in routers, switches and other networking equipments.

6. Work-flow and ticketing:

LIC has implemented Network Monitoring Tools and Service-Manager for SLA Management. The onsite engineers of vendor at CO-IT-Mumbai / Zonal Offices will have to accept the trouble-tickets generated through Service-Manager and work on that. The detailed procedure to be followed for call resolution (work/call-flow) will be conveyed to the vendor by LIC after the execution of this agreement. The vendor will have the entire ownership for the tickets monitoring and closure within the stipulated SLAs. The vendor is expected to undertake the following:

- a) Centralized Management of all network devices and services.
- b) Remote (from LIC's CO-IT)/Onsite Configuration Management of Network Devices
- c) Integration of LICs network devices with Cisco-ACS for AAA services & controls, Network Monitoring Tool, Prime tool etc.
- d) Maintenance of Cisco-ACS.
- e) Provide periodic network reports like (indicative and not exhaustive) :
 - a) Link and Device uptime reports.
 - b) Bandwidth utilization reports.
 - c) Link/Device downtime report
 - d) SLA reports
 - e) Report on Round trip time and delay on the network.
 - f) Any other report(s) as required by the LIC

7. Warranties:

- The offer must include comprehensive on-site warranty for five years from the date of installation and acceptance of the systems by LIC. The warranty will include supply and installation of all updates and subsequent releases.
- The warranty will include back-lining with OEM.
- The warranty, which for all practical purposes would mean Comprehensive On-site Warranty, shall start and remain valid for five years from the date of installation of products.
- On-site warranty will start from the date of successful installation of the products.

8. Maintenance during Warranty Period:

- The Bidder shall attend to calls and arrange to solve the problems within the stipulated time lines as mentioned in the SLA.
- LIC reserves the right to terminate the contract earlier, with two months' notice for reasons of non-performance and unsatisfactory services. In any case LIC's decision in this case will be final and binding. In case of vendor being discontinued for deficiency in service, the contract may be terminated and the vendor may be blacklisted by LIC and may not be allowed to participate in the

future tenders for a period to be decided by LIC. Also, a lump sum amount as deemed fit by LIC (within the limits of PBG) will be imposed as penalty on the vendor to make good of losses suffered by LIC in terms of business loss and for making alternate arrangements Spares and support for the appliances should be available for a minimum period of seven years from the date of installation of the appliances irrespective of whether the equipment is manufactured by the Vendor or procured from any other OEM. The entire responsibility will rest on the Vendor for servicing and proper functioning of the equipment. During this specified period if it is found that spares or support is not available, the appliances will have to be replaced by equivalent or higher model subject to evaluation if required by LIC, by the vendor at no extra cost to LIC.

- In the event of replacement of any part of the system, it should be done with a part of equivalent or higher configuration which should be compatible with the system.
- Warranty shall include software upgrades, patches, hot fixes and service support without charging any additional cost to LIC.
- The technology providers, including OEM will be required to submit a written undertaking, explicitly stating their commitment to provide full technical, spares, operational and maintenance support to LIC during the warranty period.
- In case of shifting of any appliance supplied by the vendor at any location of LIC, wherever the appliance has to be shifted from one LIC location to another, the vendor is required to uninstall / reinstall and support the system/s at the new location, without any extra cost to LIC of India on account of reinstallation. LIC will reimburse the transportation charges, LBT, Octroi, Entry tax, GST or any other government taxes.
- Complaint(s) will be deemed to be resolved if the following record is available with the Corporation:
 - a) Customer Call Report (CCR) signed by both the service Personnel and Corporation's Authorized official, confirming that the complaint is resolved.
 - b) Date and time of resolution of the complaint shall be indicated clearly.
 - c) Record of down time for hardware will be maintained by LIC and will be binding on the Vendor.
- Service Personnel/ Representatives of vendor shall invariably carry their identity cards with them, without which they will not be allowed to access LIC's Systems. Service Personnel of the vendor shall have access to the servers only after obtaining clearance from LIC's authorized officials. No component of the System/data/ log information will be taken out of LIC's premises without clearance from LIC's Authorized Officials.

Section-F: Payment Terms

Payment terms for Purchase orders:

- (a) No advance payment will be made by LIC.
- (b) The payments will be made by the Central Office for the orders placed in the state of Maharashtra and the remaining payments shall be made by nodal Divisional Offices of LIC for respective states for where the goods and services are being provided.
- (c) After complete delivery/installation (including SNR cases) under a particular PO, payment will be made by CO/ZO/ Nodal Divisional Offices for such purchase order as a whole and not in piecemeal.
- (d) 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.
 - i. 80% of the payment will be made on Delivery of the equipments/components (including SNR) and submission of Invoice cum delivery Challan and Octroi receipt (if any) etc. Delivery Report (DR).
 - ii. Balance 20% payment will be made against installation, integration and acceptance testing as per the scope of work
 - iii. 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.
 - iv. LIC shall make payments in Indian Rupee (INR) on receipt of invoices, after deduction of penalties and applicable taxes at source from the agreed price

Documents to be produced for release of payment:

(a) For 80% Payment against delivery:

- (i) Invoice printed on Vendor's own letterhead (with reference of Purchase-cum- Work Order / advice for execution, description of goods / services delivered, machine serial number, quantity, basic equipment price, Taxes, total amount).
- (ii) Invoice cum delivery Challans for each of the concerned sites signed by the respective
- (iii) LIC's official with name, designation, date and stamp etc.
- (iv) Proof of payment of Taxes/GST.
- (v) Proof of back lining of equipments with the OEM
- (vi) Proof of warranty.
- (vii) Satisfactory Proof of Commissioning verified by LIC official.
- (viii) GST Details, NEFT details etc. for making the payment.
- (ix) In case of SNR cases , Site Not Ready Report as **Annexure-XIV**, proof of complete delivery and POST

(b) For balance Payment against installation, integration and acceptance testing as per the scope of work

- o Invoice for Balance amount.
- o Verification of above deliverables and any other, if needed by Authorized LIC officials not below the rank of Assistant Secretary.
- o Certificate by the bidder indemnifying the Corporation against Violation of Copyright and Patents etc.to be submitted at Central Office.
- o OEMs certification of the deployment being in accordance with the scope of work.
- o Receipt of Installation certificate & sign-off duly signed and stamped by the Bidder, and counter-signed by the officials of IT dept., LIC Central Office.
- o Lifting of buy-back items
 - (x) Letter/Invoice for claiming the balance amount.
 - (xi) GST Details, NEFT details etc. for making the payment.

For Payment against Onsite Services:

Payment for the Onsite Services will be done on quarterly basis at the end of each quarter on production of the following:

- o Invoice for the amount payable quarterly.
- o Performance Report of the onsite Personnel.
- o The Performance report will be given by LIC officials considering the various attributes of the Personnel related to the project deliverables.
- o Verification of 'Service level agreements' defined in this bid.

The Amount against Penalties if any will be recoverable from any payment due to the vendor OR from performance Bank Guarantee.

TIME SCHEDULE FOR DELIVERY AND INSTALLATION

It is not binding on LIC to purchase all the items as per the numbers specified in the commercials. LIC may place purchase orders in a staggered manner and separate purchase orders for onsite support services.

Sl. No.	Purchase Order for	Delivery Schedule (from Date of Acceptance of Purchase Order)
1	Delivery and Installation of equipments and licenses (if any) as per the technical specification and scope of work mentioned in this RFP.	12 Weeks
2	Onsite support	4 Weeks

If the above time schedule is not adhered to penalties as per SLA will be applicable.

However, equipments/appliances/components not delivered/installed beyond 16 weeks from the time frames stipulated above , will be dealt with as follows:-

- (i) LIC may cancel the purchase order placed which will be conveyed to the vendor in writing.
- (ii) The penalty clause as mentioned in SLA will be applicable.
- (iii) Deductions of penalty will be made from any amount payable to the vendor by LIC.
- (iv) Any other amounts that may become recoverable from the vendor will be recovered from any available Bank Guarantee(s)/Performance Bank Guarantees under this bid.
- (v) Recovery of further amounts over and above the available Bank Guarantee(s) etc.
- (vi) LIC may terminate the contract.

Section-G: Service Level Agreement (SLA)

This SLA describes the service levels that have been established for the services offered by the Vendor to LIC. The Vendor shall ensure that all services and systems perform without defect or interruption as the SLAs specified in RFP. The vendor has to ensure adherence to time-schedules given in this RFP. Non-adherence will attract penalties as given below:

1. Delay in delivery of products, services, On-Site support:

SN	Description	Penalty
1	Delivery, installation and integration (with the current set up) of the ordered equipments should be completed within 84 days from the date of issue of Purchase order. The DOA cases shall be dealt with in the allowed 84 days period from the date of issue of the purchase order.	0.2% of the cost of all the items ordered for that location, per day from the 85th day till the date of installation/integration subject to a maximum of 10% of the total cost of items for that location under the PO.
2	In case of a breakdown of appliances, hardware, hardware components accessories, systems software, and/or any products, the relevant defect should be attended immediately and rectified/replaced within 8 working hours of the receipt/notice of the complaint.	0.5% of the cost of all items ordered for that location per each hour of delay beyond 8 working hours or part thereof subject to a maximum of 10% of the total cost of items for that location under the PO.
3	In case of a malfunctioning of appliances, hardware, hardware components accessories, systems software, or any products, the relevant defect should be attended immediately and rectified within 8 hours of the receipt/notice of the complaint.	0.2% of the cost of all items ordered for that location per each hour of delay or part thereof subject to a maximum of 10% of the total cost of items for that location under the PO.
4	In case of a breakdown due to faults involving cabling issues or fault of cables, patch cords, connectors etc. attributed to cabling work.	0.5% of the cost of all items ordered for that location per each hour of delay beyond 8 working hours or part thereof without any cap.
5	Failure to provide standby equipments in case of exclusions mentioned in the RFP within 8 working hours of receipt/notice of complaint.	0.5% of the cost of all items ordered for that location per each hour of delay or part thereof subject to a maximum of 10% of the total cost of items for that location under the PO.
6	In case a call remains unresolved more than 7-days then LIC reserves the right to get it repaired or hire such equipments.	The cost of such incurred towards the same will be adjusted against any amount payable or PBG. However, the Warranty will continue for such equipments.
7	In case of 3 consecutive failure of any equipment during the warranty period, the bidder will have to replace the equipment with an equal or higher configuration unconditionally at no extra cost within 15 days after the resolution of the equipment as per the Service Levels.	In case the bidder fails to replace the equipment, the cost of the equipment would be adjusted against any amount payable or PBG
8	The details of SDM are not communicated to LIC within 2 weeks of receipt of PO	Rs.500/- per day.
9	Delay in posting of on-site support Personnel beyond four weeks from the date of issue of purchase order for onsite support.	Rs. 500/- per day

10	If CV and certified documents of the proposed candidates are not submitted within 2 weeks from date of Purchase Order (PO)	Rs.500/- per day per candidate.
11	Delay in providing complete escalation matrix for offsite support beyond 4 weeks from date of issue of PO	Rs.500/- per day.
12	If the first (introductory) meeting is not held within 2 weeks from the date of receipt of the first Purchase Order and/or escalation matrix is not submitted.	Rs.500 /- per day for the delayed part
13	If structured weekly meetings are not held (by the Service Delivery Manager) with ED(IT/BPR) / Chief (IT/BPR) / Secretary(IT/BPR) / Dy. Secretary (IT/BPR) / Asst. Secy.(IT/BPR), Network Section, CO, Mumbai.	Rs.500/- for each meeting not held.
14	Delay in providing details for offsite support beyond 4 weeks from date of issue of PO	Rs.500/- per day.
15	The on-site Personnel/designated substitute should be present in LIC's premises as per the RFP conditions.	Double the proportionate amount for the relevant onsite support charges will be deducted for any non-compliance.
16	If the on-site Personnel leaves before expiry of 1 year for reasons other than death and hospitalization.	5 % of the Annual on-site charges for the first incident, to be incremented by 2.5% for each repetition. The number of such occurrences shall be reckoned from the date of purchase order for on-site support. The Personnel may have to be changed, if LIC so requests. If LIC requests for a change, SI will be given a buffer of not more than 30days to suitably replace the Personnel.
17	In case vendor wants to change the onsite support person, minimum of one-and-half month (45 days) advance notice shall be given by the vendor to LIC. If not done, penalty will be imposed.	Penalty of Rs.500/- per instance.
18	In case vendor wants to change the onsite person, an overlapping period of at least 21 days has to be there between the new and old onsite support person. If not done, penalty will be imposed	5% per day of the relevant onsite support.
19	In case LIC wishes to get the onsite person changed, if replacement from the identified pool is not provided within 30 days.	5% per day of the relevant onsite support.

Exclusions: In case of Partial/Full damage or loss of the equipment due to reasons beyond the control of LIC like (i) accident (ii) causes external to the equipment such as electrical power, fluctuations and failures etc. (iii) Theft, Fires,

floods, windstorms, riots, strikes, acts of state or acts of enemy or negligence by LIC etc. the vendor would not be penalized. In case of disputes in the reason of failures, the onus of such proof will be on the vendor.

- (a) In all the above circumstances / cases also, the vendor has to provide a functional standby equipment/component with same or higher configuration and restore all the services of the particular location, **failing which** the penalties defined under SLA section will be imposed.
- (b) Fresh order will be placed by LIC with the vendor for the supply of the lost/damaged equipment as per the approved rates. Monthly rental as 5% of the LIC-approved-cost for that particular equipment/component will be payable by LIC to the vendor for the equipment supplied as standby in lieu of the Lost/Damaged equipment till the replacement of equipment on permanent basis is provided or the original equipment/s is/are re-installed after necessary repairs.
- (c) For damaged/lost/burnt/irreparable equipments, LIC shall claim insurance amount from the General Insurance Company, vendor may have to give quotation for the new equipments / components to LIC on their letter head and supporting documents (if any required) to facilitate smooth settlement of insurance claim. The quotation from vendor shall be given based on the LIC-approved-rates.
- (d) Any equipment will be considered burnt/irreparable, only when the vendor is able to show burnt marks on the equipment/circuit-board etc. to the onsite LIC-officials and the same is accepted by the General Insurance Company for settlement of claim to LIC.
- (e) In cases where vendor is reporting damages to the equipment due to external reasons, such as, power fluctuation etc. where such damages are not visually noticeable, in such cases the onus of proving the same will be on the vendor. Vendor has to submit necessary OEM-TAC number and report from the OEM certifying that the equipment is irreparable.

All penalties deducted for violation of SLAs shall be invoked from the PBG/any amount payable to the vendor. It may also be required by vendor to deposit the penalty amount to LIC .

This section lists the minimum service level required to be maintained by the Bidder on award of the contract. The Bidder has to enter into a service level agreement with LIC before the award of the contract as per the format provided by LIC.

Defective equipment shall be replaced by the vendor at his own cost, including the cost of transport if any. The new releases (minor / major) IOS, versions, bug fixes etc. for the hardware and system software will be supplied to LIC at no extra charge, with necessary documentation.

Calls can be logged through e-mail/telephone call/web interface or any other methodology which may be mutually decided with the vendor.

All response times mentioned above includes travel time of Engineers also.

The Bidder shall provide to the engineer all normal toolkit and test equipment needed for the installation and support of the hardware.

To complete the work at the site / branch within the stipulated timeframe, Successful Bidder's/ Vendor's engineers have to visit the site multiple times at no extra cost.

The Bidders should keep spare units at appropriate locations to meet the Service Level Agreement (SLA) requirements. The address & number of units reserved should be indicated in the offer. This stock will be subject to periodic inspection by

LIC. Non-compliance will invite penal action or disqualifications.

LIC reserves the right to levy / waive off penalty considering various circumstances at that point in time.

EXECUTIVE DIRECTOR (IT/BPR)

Section-H: ANNEXURES

1) Annexure-I : Covering letter

To,
The Executive Director (IT/BPR),
Life Insurance Corporation of India
Central Office, IT Dept, 2nd Floor,
Jeevan Seva Annexe, S.V. Road,
Santa Cruz (West), Mumbai 400 054

Sir,

LIC's RFP Ref. No: CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023

Reg.: Our bid for Supply, Installation, Integration, Commissioning and Maintenance of Data Center Switches for various Co-located Data Centers for LIC of India

Having examined the RFP document, terms and conditions including all annexure the receipt of which is hereby duly acknowledged we, the undersigned, offer to supply, deliver, install, integrate and support equipments in conformity with the said RFP documents in accordance with the schedule of prices attached in the commercial bid and made part of this tender.

We hereby agree and accept all the clauses/terms and conditions mentioned in the RFP document dated 02.03.2023 and also subsequent modifications dated 2023.

We understand that,

- 1) LIC is not bound to accept the lowest or any bid received by you, and may reject all or any bid.
- 2) If our Bid for this RFP/tender is accepted, we undertake to enter into and execute at our cost, when called upon by LIC to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- 3) If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- 4) LIC may accept or entrust the entire work to one Bidder or divide the work to more than one Bidders without assigning any reason or giving any explanation whatsoever.
- 5) If we fail to accept the L1 price arrived at on the basis of commercial bid and/or reverse auction (despite having accepted the terms and condition for the same in our bid document), LIC has full rights to forfeit the earnest money deposit (EMD) of Rs. 62,00,000/- (Rupees Sixty Two Lakhs only) submitted to LIC by us after the bidding process is complete. LIC shall reserve the right for not informing us/seeking our permission before doing so.

Dated at _____ this _____ day of _____ 2023

Thanking you,

Yours faithfully

Authorized Signatory,

For _____ (Company name)

2) Annexure –II: Company profile and other information

To,

The Executive Director (IT/BPR),
Life Insurance Corporation of India
Central Office, IT Dept, 2nd Floor,
Jeevan Seva Annexe, S.V. Road,
Santa Cruz (West), Mumbai 400 054

Application form for the Eligibility of the bidder

Ref: CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023

A. Company Details :-

Name of the company:			
Type of the Company [Govt/PSU/Pub.Ltd/Pvt Ltd/JV etc .]			
Address of Corporate Office (HQ)			
Sales Tax/VAT/GST registration number and date of registration			
Service Tax registration No. and date of registration			
Year of Incorporation			
In the network integration in India business since			
Turnover and profit of the Company :	Turnover (Rupees Crores)	Profit earned (Rupees Crores)	
		Before Tax	After Tax
Indian Financial Years : 2019-2020			
2020-2021			
2021-2022			
Address for communication :			
Official Web Site (URL) :			
Contact persons details :	<u>First Person:</u>		
▪ Name:			
▪ Designation:			
▪ Phone (O):			
▪ Fax (O):			
▪ Cell No.:			
▪ E-mail ID:			

<ul style="list-style-type: none"> ▪ Name: ▪ Designation: ▪ Phone (O): ▪ Fax (O): ▪ Cell No.: ▪ E-mail ID: 	<u>Second Person:</u>
Any other relevant information bidder would like to submit, which is not covered in the above points :	

B. Details of the EMD (Demand Draft and Bank Guarantee) :-

Description	Rs. 62,00,000/- towards EMD
Bank Guarantee details :	
Name and address of the Bank :	

C. Other information/Compliance :-

S.No	Eligibility Conditions	COMPLIED YES/NO
1.	a) The bidder should be a registered entity in India. or b) A company/statutory body owned by Central/State Govt.	
2	The bidder shall be a system integrator (SI) for Networking software and equipment such as SDN, Data Centre switches; operating since last five financial years. Such System integrators should have back-to-back support with the respective OEM and should not be a mere reseller.	
3	The bidder should not have been debarred /Black-listed by any State Government in India or any of its agencies or Government of India or any of its agencies or any PSU/BFSI (including LIC of India) in India as on the date of the RFP.	
4	The OEM should be a Class-I Local Supplier as defined in the Order No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 by DPIT(PPD)/MoC/GOI AND The OEM needs to comply with the Minimum Local Content Percentage (%) as defined in Table-A (Page 5 of 12) Order No. 18-10/2017-IP dated 29.08.2018 by DOT/MOC/	

	<p>(Evaluation Process: LIC of India will first evaluate the technical bids of the Bidders complying with preference to 'Make in India' initiative of Govt. of India.</p> <p>In case two or more than two bidders complying with preference to 'Make in India' initiative are found technically eligible, as per technical specifications of the RFP, then commercial bids of only these bidders will be opened.</p> <p>In case sufficient bidders complying with preference to 'Make in India' initiative are not found technically eligible as per technical of the RFP, then commercial bids of all technically eligible bidders will be opened.)</p>	
Experience		
5.	<p>The Bidder should have executed two orders of Rs. Ten crores each for any OEM in the Gartner's leader quadrant (For bidder quoting Indian OEM qualifying under Make in India this part of the clause will be read as "The Bidder should have executed two orders of Rs. Ten crores each"), in any of the last five financial years for any PSUs / Banks / Insurance / Financial Institutions (BFSI) / TSP / Government Departments/enterprise private customers in India. Purchase Orders for supply, installation and maintenance of Network equipments, as stated at point no 2, in the last five financial years immediately preceding the date of this RFP should be submitted along with the Bid. Additionally, at least one purchase order of the two mentioned above should necessarily have SDN/Leaf and spine architecture as one of the components of the various networking equipments.</p>	
Financial Strength of the Bidder		
6.	<p>Bidder should have minimum annual turnover of Rs. One Hundred crores in each of the last three financial years immediately preceding the date of this RFP.</p>	
7.	<p>Bidder should have been making profit after taxes in each of the last three Financial years immediately preceding the date of this RFP.</p>	
Other Documents Requirements		

8.	The proposed OEM switches should have been installed in atleast five Data Centers involving spine and leaf architecture with atleast One hundred Fifty leaf switches in one PSU/Bank/ enterprise private customers in India in the last three years preceding the date of this RFP.	
9.	The bidder should submit an Authorization for the signatory nominated for signing of all the documents submitted in response to this RFP.	
10.	The bidder has to provide details of Top 2 customers being serviced by them for Network equipments as stated in point no (2).	
11.	Integrity Pact duly filled and signed	
12.	Submission of MAF duly filled and signed	

(Note : Any wrong or incorrect information or suppression of facts will lead to disqualification.)

I certify that the above mentioned information and the relevant annexure and enclosures are true and correct.

SIGNATURE

Authorized signatory

Date :

Official Seal of the company

Name:
Designation:
Mobile No. :
E-mail ID :
FAX No.

3) Annexure – III: Manufacturer’s Authorization Form (MAF)

Tender Reference No: CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023

To,

The Executive Director (IT/BPR),
Life Insurance Corporation of India
Central Office, IT Dept, 2nd Floor,
Jeevan Seva Annexe, S.V. Road,
Santacruz (West), Mumbai 400 054

Dear Sir,

We _____(OEM) who are established and reputed manufacturers of _____(Equipments) having factories/Depot at _____ and _____ confirms that, M/s _____(Name and address of bidder) herein after referred as “Partner” wishes to participate in the Bid or Project stated above and has entered into an agreement for the purchase and resale of _____(OEM) Products and/or Services. The Partner is entitled and authorized to do the following:

- a) Resell and/or distribute _____(OEM) products and/or services in India to end users within that Territory.
- b) Bid, negotiate and conclude a contract with LIC of India for the above products/services manufactured or supplied by _____(OEM).

_____ (OEM) will, within the scope of its agreement with its authorized channels, provide product warranty services and support for _____(OEM) products obtained through its authorized channels for a period mentioned in the RFP referred above, from the date of installation at LIC of India.

_____ (OEM) certify that, the equipments being sold would not be declared End of Sale (EoS) in the next 5 Years and that _____(OEM) shall supply suitable substitute in case EoS equipments. Also _____(OEM) certifies that the products being sold would be covered under Warranty / Support and support will be available for next five years from the date of installation at LIC of India.

If you need any additional information, please contact Mr./Ms. _____ at _____(Mobile no.) or _____(e-mail ID).

Yours faithfully,

Name of person
For and on behalf of M/s _____
Designation
Contact Details
Date :
Place :

(Name of Original Equipment Manufacturer - OEM) (Seal of the OEM)

4) Annexure-IV: Declaration regarding non-Blacklisting

Tender Reference No: CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023

To,

The Executive Director (IT/BPR),
Life Insurance Corporation of India
Central Office, IT Dept, 2nd Floor,
Jeevan Seva Annexe, S.V. Road,
Santa Cruz (West), Mumbai 400 054

This has reference to the LIC's Tender Reference No: **CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023**, regarding bid for Supply, Installation, Integration, Commissioning and Maintenance of Data Center Switches for various Co-located Data Centers for LIC of India. We _____(name and address of the bidder) hereby confirm that we have not been black-listed/de-barred by any Govt./ PSU/ BFSI organization/ Government Departments in India, including LIC, as on date of submission of the bid. Also, there has been no occasion of disassociation with any of our customers in India on account of delayed/defaulted deliveries or services during last on year.

SIGNATURE

Name:

Designation:

Authorized Signatory

Date : _____, 2023

Company Seal

Place:

(This Undertaking has to be executed on a duly notarized Stamp Paper of Rs.500/- and forms part of the Bid)

5) Annexure-V: Vendor Experience on projects

Tender Reference No: CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023.

Network Equipments Related Projects

(The projects undertaken with LIC should be excluded)

Information of the implementation of the proposed OEM- SDN and Data Centre Switches in India during past three financial years immediately preceding the date of this RFP):

Financial year	Name of the client for whom projects undertaken	Type of project	Name and contact details of Sr. officer representing the client for the purpose of reference	Approximate project cost in Rs. Lacks	Date of award of the Purchase Order	Model of the Network devices supplied

I certify that the above mentioned information and the relevant annexures and enclosures are true and correct. *(Please attach documentary evidence like PO copy, certificate from the customers etc.)*

Authorized Signatory

Name:

Designation:

Date:

Place:

Seal of the company

6) Annexure-VI: Format for Non-Disclosure Agreement.(To be submitted by winning bidder)

To be executed over Rs.500 Stamp/Franked paper & notarized : (No deviations in wordings permitted)

Non-disclosure Agreement (NDA)

This Non-disclosure Agreement ("NDA") is made and entered into this _____ day of _____ in the year Two Thousand and Twenty Three (2023)

BY AND BETWEEN

Life Insurance Corporation of India, with registered office at Central Office, 'Yogakshema', J B Marg, Mumbai 400 021, hereinafter referred to as "LIC"

AND

<Company Name> a company incorporated under the laws of Indian Companies Act, 1956 and having its principal place of business at

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

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

WHEREAS, the Respondent is aware that while responding to LIC's Request For Proposal (RFP) **Ref: CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023** the Respondent may be gathering information on LIC's Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., ("Proprietary Information") indicated as confidential by LIC and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of LIC.

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

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

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 RFP; restrict disclosure of such Confidential Information to its employees and employees of its affiliated or partner companies with a need to know and inform such employees of the obligations assumed herein. Respondent will not disclose such Confidential Information to any third party without the prior written approval of LIC.

The Confidential Information means information which may be in any form including but not limited to oral, written or printed information or Information in electronic form, data, studies, consultants reports, trade secrets, proformas and other financial and trade/commercial information, computer models and programs, contracts, plant designs and configurations, plant performance data or other material of any kind or nature in whatever form. Wherever, information is given orally, within 48 hours, the receiving party should receive the information in writing along with the confidentiality statement from the other party. It may be noted that all the information shared as a part of said RFP in the form of project documents, discussions on system architecture, data shared for the sole purpose of evaluating and finalizing the system configurations onsite shall be the sole property of LIC and shall be treated with the same degree of confidentiality as that of the respondent. Respondent will ensure that no breach of confidentiality occurs at its own premises as well as during and after the onsite

engagement as a part of this project engagement.

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

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

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

The Respondent agrees to be responsible for any breach of this Agreement by its Representatives.

Respondent agrees to protect the Confidential Information received from LIC with the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Respondent agrees to promptly inform LIC of any unauthorized disclosure of LIC's Confidential Information.

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

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

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

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

In the event that Respondent is required by law in any judicial or governmental proceeding to disclose any Confidential Information, the Respondent will give LIC prompt written notice of such request so that LIC may seek a protective order or appropriate remedy. If, in the absence of a protective order, Respondent determines, upon the advice of counsel, that it is required to disclose such Confidential Information, it may disclose such Confidential Information only to the extent compelled to do so; provided, however, that the Respondent gives LIC written notice of the portion of Confidential Information to be disclosed as far in

advance of the disclosure as is practicable and uses its best efforts, at its own expense, to obtain assurances that confidential treatment will be accorded to such Confidential Information.

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

Respondent agree that Confidential Information is and shall at all times remain the property of LIC. Respondent acknowledge that the Confidential Information is confidential and material to the interests, business and affairs of LIC and that the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business and affairs of LIC. No use of such Confidential Information is permitted except as otherwise provided herein and no grant under any of the party's intellectual property rights is hereby given or intended, including any license (implied or otherwise). All information shall remain the property of LIC and shall be returned upon written request or upon the Respondent's determination that it no longer has a need for such information. Use of such property or Software licenses pertaining to LIC 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, 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 posted at/for Central Office-IT (Mumbai, Pune and COSP centers) and Information-Technology department of Zonal offices.

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

This NDA constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto.

No amendment or modification of this NDA shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorized officers or representatives.

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

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

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

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

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

Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996. The arbitration tribunal shall be composed of a, and the Parties shall appoint such arbitrator with mutual consent. The place of arbitration shall be Mumbai, India and the arbitration proceedings shall take place in the English language.

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

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

Signature

Authorized Signatory

Name:

Designation:
Date:
Place:

Office Seal:

7) Annexure-VII: Bank Guarantee Format for E.M.D.

This Deed of unconditional and irrevocable Guarantee executed by the _____ (Bank name) a Scheduled Bank within the meaning of the Reserve Bank of India Act and carrying out banking business including guarantee business at Mumbai and other places having its head office at _____ (hereinafter referred to as "the Bank") in favour of Life Insurance Corporation of India, formed under section III of the LIC Act, 1956 (hereinafter referred to as "the Corporation") having its Information Technology Dept. of Central Office at the 2nd floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai 400 054, for an amount not exceeding Rs.62,00,000/- (Rupees Sixty Two Lakh only) at the request of (Vendor Name & Address) _____ (hereinafter referred to as the "Vendor").

This unconditional and irrevocable Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs.62,00,000/- (Rupees Sixty Two Lakh only) and the Guarantee shall remain in force upto _____ date (valid for a period of _____) and cannot be invoked, otherwise than by a written demand or claim under this guarantee served on the Bank on or before _____ (Date) by the Corporation.

And whereas _____ (Vendors name) having its head office at _____ (address), is participating in the RFP Ref.No. **CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023** for "**Supply, Installation, Integration, Commissioning and Maintenance of Data Center Switches for various Co-located Data Centers for LIC of India**" and subsequent modifications issued on _____.

And whereas the Bank _____ (name and address) has agreed to give on behalf of the vendor a Guarantee towards Earnest Money Deposit (EMD).

Therefore, we hereby affirm that we Guarantee and are responsible to you on behalf of the Vendor, upto a total amount of Rs.62,00,000/- (Rupees Sixty Two Lakh only) and we undertake to pay you, upon your first written demand declaring the Vendor to be in default as per the terms and conditions of the RFP Ref.No. **CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023** for "**Supply, Installation, Integration, Commissioning and Maintenance of Data Center Switches for various Co-located Data Centers for LIC of India**" and without cavil or argument, any sum or sums as specified by you within the limit of Rs.62,00,000/- (Rupees Sixty Two Lakh only) as aforesaid, without your need to prove or to show grounds or reasons for your demand of the sum specified therein. This unconditional and irrevocable Guarantee shall not be affected by any change in the Constitution of the Bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

1. The Bank hereby covenants and declares that the guarantee hereby given is an irrevocable and unconditional one and shall not be revoked by a Notice or otherwise.
2. Our liability under this guarantee is restricted to a sum of Rs.62,00,000/- (Rupees Sixty Two Lakh only).
3. The Bank Guarantee will be valid for a period upto _____. (Note: Validity of **BG should be one year** from the date of submission of BG to LIC, including the claim period).
4. A written claim or demand for payment under this Bank Guarantee is the only condition precedent for payment of part/ full sum under the guarantee to the Corporation.
5. The corporation need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.
 - This Guarantee shall not be affected by any change in the Constitution of the Bank or the Vendor.

DATED AT _____ THIS _____ DAY OF _____ 2023

SEALED & SIGNED BY BANK

- 8) Annexure-VIII: Technical Bid Format (Given separately in an Excel sheet)**
- 9) Annexure-IX: Commercial Bid Format (Given separately in an Excel sheet)**

10) Annexure-X : Declaration of Quality and Support

To,
The Executive Director (IT/BPR),
Life Insurance Corporation of India
Central Office, IT Dept, 2nd Floor,
Jeevan Seva Annexe, S.V. Road,
Santacruz (West), Mumbai 400 054

Dear Sir,

DECLARATION OF QUALITY AND SUPPORT

Ref: LIC CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023

This has reference to the LIC's Tender Reference No: **Ref: Ref: CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023**, regarding bid for **Supply, Installation, Integration, Commissioning and Maintenance of Data Center Switches for various Co-located Data Centers for LIC of India**

We hereby accept all the Term & Conditions of the above RFP for the network equipments and extend complete warranty and full guarantee for maintenance of the network equipments.

Further, we hereby undertake that:

- 1) The original equipment's, spare parts, components required for maintaining the networking hardware supplied will be available for a minimum period of 5 years as per terms and conditions of the RFP.
- 2) All the equipments/components/parts/software(s) used in the network equipments, etc. shall be original new equipments/ components/parts/software(s) from respective OEMs of the products and that no refurbished / duplicate/second-hand-equipments/ components/ parts/software(s) shall be used.
- 3) In respect of licensed software(s) if asked by LIC in the purchase order shall be supplied along with the authorized license certificate and also that it shall be sourced from the authorized source.
- 4) Should LIC require, we shall produce certificate from the OEM supplier in support of above undertaking at the time of delivery, if not already produced. It will be our responsibility to produce such letters from our OEM supplier's within 7 days of your request.
- 5) In case we are found not complying with above at the time of delivery or during installation, for the equipments/components/server(s) already billed, we agree to take back the equipments/components/hardware, if already supplied.

For and on behalf of <Respondent Company><Address of Respondent>
Signature

Authorized Signatory,

Name:

Designation:

Office Seal:

Date :

Place:

11) Annexure-XI: Format for Non-Disclosure Agreement with Service-Partners (if any) of vendor

(To be executed between the selected vendor and its service partner and copy to be provided to LIC)

LIC's Tender Ref.No. **CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023**

We _____ (The Service partner), having been selected by you as a service partner for attending to the breakdown calls of network equipments of LIC of India (herein after called as "LIC")and our employees shall not, unless LIC of India gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or contract, or any specification of equipments, Network plan, drawing, IP-Addresses, routing pattern, sample or information furnished by the corporation (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

We and our employees shall not without prior written consent from the Corporation make any use of any document or information given by the user, except for purposes of performing the contract award.

In case of breach the LIC of India can blacklist the bidder and take legal action as deemed necessary.

For and on behalf of <Service-Partner Company><Address of Service-Partner>

Signature

Authorized Signatory

Name:

Designation:

Date :

Place:

Office Seal:

***(To be executed on a duly notarized stamp paper of Rs.500/-, this agreement forms a part of the bid)
letter head to CO-IT-Mumbai (wherever applicable) along with the QMC invoices)**

12) Annexure-XII: Pre-Contract Integrity pact (Given separately as PDF)

13) Annexure-XIII: Format for submitting the Performance Bank Guarantee (s)

Ref.No. CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023

This Deed of Guarantee executed by the _____ (bank name) "A Scheduled Bank within the meaning of the Reserve Bank of India Act and carrying out banking business including guarantee business at Mumbai and other places "having its head office at _____ (hereinafter referred to as "the Bank") in favour of Life Insurance Corporation of India, Corporation established under Section 3 of LIC Act 1956, having its IT Dept., Central Office at the 2nd Floor, Jeevan Seva Annexe, Santa Cruz, Mumbai 400054, (hereinafter referred to as "the Corporation") for an amount not exceeding Rs. _____/- (Rupees _____ only) at the request of "Vendor Name & Address" _____ (hereinafter referred to as the "Vendor").

This guarantee is issued subject to the condition that the Liability of the Bank under this guarantee is limited to a maximum of Rs. _____ (Rupees ...in words ...), and the Guarantee shall remain in force for a period upto _____ (date), and cannot be invoked otherwise than by a written demand or claim under this guarantee served on the Bank on or before _____ (date) by the Corporation.

Whereas _____ (Vendor's Name) having its head office at _____ has been selected as the network vendor by the Corporation as per terms and conditions mentioned in the tender document/RFP Ref.No. **CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023**.

And whereas the _____ (name & address of the bank) has agreed to give on behalf of the Vendor a guarantee (Performance Bank Guarantee), therefore we hereby affirm that we guarantee and are responsible to you on behalf of the vendor up to a total amount of Rs. _____ (Rupees In words) and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under the Contract , and without cavil or argument, any sum or sums as specified by you within the limit of Rs. _____ (Rupees In words) as aforesaid, without your need to prove or show grounds or reasons for your demand of the sum specified therein. This Guarantee shall not be affected by any change in the Constitution of the Bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE :

- a. 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.
- b. Our liability under this guarantee is restricted to a sum of Rs. _____ (Rupees In words).
- c. The Bank Guarantee will be valid for a period up to _____ **(PBG should be valid for 72 months from the date of submission of PBG to LIC, including the claim period of 12 months).**
- d. A written claim or demand for payment under this Bank Guarantee is the only condition precedent for payment of part/full sum under the guarantee to the Corporation.
- e. The corporation need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.

DATED AT

THIS

DAY OF

SEALED AND SIGNED BY THE BANK

14) Annexure-XIV: Format for Site Note Ready (SNR) certificate

RFP Ref.No. **CO/IT-BPR/NW/RFP/2022-23/02** Dated: **02/03/2023**
(For LIC's Network Equipments – Dummy Installation Report)

Name of the Vendor			
Office & department where equipments delivered			
Reference of LIC's Purchase Order No. and date		PO No.	Dated :
Make and Model of the equipment(s) which were delivered, physically verified and POST done was done	S.No	Description of the equipments	Serial Number of the equipment (if available)
	1.		
	2.		
Activities performed by the vendor		(Yes/No)	Remarks (if any)
Verification of the equipments delivered with the Purchase Order :			
Power On Self-Test (POST) was successful			
The Box was sealed, stamped and signed after successful POST			
This is certified that, the delivery has been found correct as per the above referred Purchase Order and POST was successful. The equipments could not be installed because of the following reason(s) :			
Sl.No	Brief description of the reason of Site not being ready		Please Tick the reason(s)
1	Location : Site/Place is not finalized (where the equipment is supposed to be installed)		
2	Any other reason (please specify) :		
Likely date of the site getting ready for installation (Please mention the date)=>			
Signature and seal of the Authorized LIC official		Signature of the Vendor's Engineer	
Name		Name	
Designation	Date :	Date	
SR Number	Place :	Contact No.	
E-Mail ID		E-Mail ID	
Note :			
<ul style="list-style-type: none"> ➤ The Site-Not-Ready (SNR) certificate has to be issued only when delivery of all the equipments (for that particular site) has been completed by the vendor for that site and POST was carried out successfully. ➤ If delivery is NOT complete i.e. either some parts are missing or are damaged then, SNR will not be issued and only the "Short-Shipment Form" shall be issued by LIC. 			

15) Annexure-XV: Format for Self Certification regarding Local Content (LC) for Telecom Product, Services or Works (To be printed on the letterhead of the Company)

(RFP for Supply, Installation, Integration, Commissioning and Maintenance of Data Center Switches for various Co-located Data Centers for LIC of India)
[Ref: CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023]

Date:

_____, S/o, D/o, W/o _____, Resident of _____
do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No:dated.....

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims madetherein. That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause **9(f) of Public Procurement (Preference to Make in India) Order 2017**.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

- i. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Telecom Product/Services/Works for which the certificate is produced Procuring agency to whom the certificate is furnished
- iv. Percentage of LC claimed
- v. Name and contact details of the unit of the manufacturer
- vi. Sale Price of the product
- vii. Ex-Factory Price of the product
- viii. Freight, insurance and handling
- ix. Total Bill of Material
- x. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works
- xi. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.

List and cost of inputs which are imported, directly or indirectly **For and on behalf of** _____ **(Name of firm/entity)** Authorized signatory

16) Annexure-XVI: Format for Domestic Value Addition in terms of guidelines issued for procurement of notified products by Government (To be printed on the letterhead of the Company)

(RFP for Supply, Installation, Integration, Commissioning and Maintenance of Data Center Switches for various Co-located Data Centers for LIC of India)
 [Ref: CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023]

ItemNo.	Item Description	Manufacturer/ Supplier	County of Origin	Value	Domestic Value addition in Percentage

For and on behalf of__ (Name of Firm/entity)

Authorized signatory (To be fully authorized by the Board of Directors)

<Insert Name, Designation and Contact no. and Date>

17) Annexure-XVII: LBC - Restrictions on Procurement from Bidders from a country or countries, on grounds of defence in India.

(This Certificate should be submitted on the letter head of the Bidder as well as the OEM/Manufacturer duly signed by the authorized signatory of the Bidder/OEM.)

(RFP for Supply, Installation, Integration, Commissioning and Maintenance of Data Center Switches for various Co-located Data Centers for LIC of India)
[Ref: CO/IT-BPR/NW/RFP/2022-23/02 Dated: 02/03/2023]

Date:

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

Dear Sir/Madam,

Re: RFP Reference

1) I have read the Memorandum F.No.6/18/2019-PPD dated 23-07-2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144(xi) in the General Financial Rules(GFRs),2017 which defines clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

2) I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

Place:

Date:

Authorized signatory Bidder:

Name:

Designation:

Name & Seal of Company:

Authorized Signatory (OEM):

Name:

Designation:

Name & Seal of Company