



Request for Proposal For Renewal of Annual Technical Support (ATS) Of Oracle Database and TDE licenses and Weblogic Licenses

RFP: LIC/CO/IT-SD/2022-23/ODS/04 dated 27th February 2023

Life Insurance Corporation of India
Central Office, Information Technology (SD) Department
“Jeevan Seva” Annexe, II Floor, S V Road,
Santacruz (West), Mumbai – 400054.

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Section-A: INTRODUCTION

1. Definitions and Abbreviations

1.1 Definitions

LIC	Means without limitation the “Life Insurance Corporation of India” (LIC), a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act XXXI of 1956) having its Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai 400 021
Bidder	An eligible firm i.e. firm fulfilling eligibility criteria and submitting a proposal in response to this RFP, in its individual right.
RFP	This Request for Proposal Ref: LIC/CO/IT-SD/2022-23/ODS/04 dated 27th February 2023 inclusive of any clarifications/corrigenda/addenda that may be issued by LIC.
Bid	The Bidder’s written submissions in response to the RFP signed by Authorized Signatory of the bidder.
Authorized Signatory	The person authorized by the company’s Board/ Managing Director/ Director for signing the bid documents on behalf of the bidder.
Deliverables & Services	Means all services as per this RFP in general, Section A-4: Brief Scope of work and Section E: Detailed Scope of Work of this RFP.
Clarifications	includes Addenda, corrigenda and clarifications issued by LIC to the RFP
Contract Value	The value of lowest commercial bid made by the successful Bidder during online reverse auction
L1 quote	Lowest price discovered through Commercial Bid and/or through Online Reverse Auction
L1 Bidder	Bidder whose quote is L1 Quote
Successful Bidder	The L1 Bidder to whom LIC notifies the award of contract
Vendor	Selected Bidder as an outcome of the RFP with whom LIC signs the Contract.
Purchase Order	Means the purchase order issued in favour of the successful bidder.
Specifications	Means all the functional, operational, performance or other characteristics required of a Product or Service mentioned in this RFP or any of the Annexures or Addendum to the RFP.
“Party” and “Parties”	Each of the parties i.e. LIC and Successful bidder are collectively referred to as the ‘Parties’ and individually as a ‘Party’.
Default Notice	Shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof
Law	Shall mean any Act, notification, byelaw, rules and regulations, directive, ordinance, order or instruction having the force of law, enacted or issued by the Central Government and/ or the Government of any state or any other Government or Regulatory Authority.
Requirements	Shall mean and include the Annexures, details, description of technical and functional specifications, performance characteristics, standards (Indian as well as International) and Scope of Work as applicable and specified in the RFP.

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 Bidder. 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.
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.
Acceptance of Tender	Means the letter/fax/e-mail or any memorandum communicating to the bidder about the acceptance of this tender.
Contract	An Agreement signed between LIC and the Selected Bidder and all the attached documents. The 'Agreement' includes the RFP, subsequent modifications to the RFP issued by LIC, response of the selected Bidder to the RFP and the agreement document itself.
Solution/Services/Work/Systems	Means all services, scope of work and deliverables to be provided by the Bidder as described in the RFP and includes services ancillary to the implementation/development of the solution, such as provision of technical assistance and other obligations of the Supplier covered under this RFP.
Terms of Reference	Means the section which explains the objectives, scope of work, activities and tasks to be performed, respective responsibilities of the Bidder and expected results and deliverables of the assignment.
Eligibility Bid	This tender process is based on two bid procedure (Eligibility 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".

1.2 Abbreviations

Abbreviations	Description
#	Serial Number
AMC	Annual Maintenance Contract
MEC	Minimum Eligibility Criteria
GST	Goods & Services Tax
CO	Central Office, LIC
DOS	Denial of Service
DR	Disaster Recovery
IT/SD	Information Technology / Software Development
IT	Information Technology
NDA	Non-Disclosure Agreement
ED(IT/SD)	Executive Director (IT/SD)
SOW	Scope of Work

Abbreviations	Description
IDC	International Data Corporation
OEM	Original Equipment Manufacturer
OS	Operating System
OWASP	Open Web Application Security Protocol
PO	Purchase Order
PO VALUE	Purchase Order Value
PAN	Permanent Account Number
PSU	Public Sector Undertaking
RFP	Request for Proposal
SI	System Integrator
SLA	Service Level Agreement
INR	Indian Rupee

2. 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 Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai-400021, hereby invites sealed tenders (hereinafter referred to as “Bids”) in two bid system, towards this Request for Proposal (RFP) from all eligible bidders having written authorization from OEM (M/s Oracle) for **Renewal of Annual Technical Support (ATS) Of Oracle Database and TDE licenses and Weblogic Licenses as given in the Scope of Work in Section-E.**

Sealed bids must be prepared in accordance with the procedures stated in this RFP document and submitted to the Executive Director (IT/SD), Life Insurance Corporation of India, not later than the date and time stated in the “Activity Schedule” below.

The Bid document can be obtained from the website of LIC “www.licindia.in” under tenders (http://www.licindia.in/tender_notice.htm).

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

LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP/agreement entered pursuant to the RFP and may request for additional information, if required, from the Bidder. LIC also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other person or party. All actions taken by the Bidder or any other person or party in pursuance hereof are deemed to be so taken after taking into account the commercial acumen and LIC does not guarantee or warrant suitability hereof or success to Bidder/Bidders or any other person or party. This RFP describes what is required of the Bidder in terms of services, deliverables, performance measures and outcomes, and unless otherwise noted in the RFP, places the responsibility for how they are accomplished on the bidder.

Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/commented by him in his Bid. Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid shall be rejected and returned to the Bidders.

2.1 Activity Schedule

RFP Reference	LIC/CO/IT-SD/2022-23/ODS/04 dated 27th February 2023
Pre-bid queries on the RFP (through e-mail) :	Any query related to the RFP/Bid should be sent through e-mail on co_itodstenders@licindia.com latest by 02 nd March, 2023 (by 3:00 pm).
Pre-Bid Meeting	6 th March, 2023, 11.00 a.m. at the address given below.
Last Date for Bid Submission	15 th March, 2023 latest by 3:00 p.m.
Eligibility Bid opening date & time	15 th March, 2023, at 4:00 p.m. in presence of representatives of the bidders who choose to be present
Commercial Bid opening date & time	Will be intimated to the eligible Bidders at a later date.
Address of Communication / Receipt	The Executive Director (IT/SD),

/ submission / opening of Bids	LIC of India, Central Office, IT/SD Department, 2nd Floor, Jeevan Seva Annexe Building, S.V. Road, Santacruz (W), Mumbai – 400 054
Contact details	Mr. Satyawan Mahankal, Deputy Secretary (IT/SD)- 022-67090586 E-mail ID: co_itodstenders@licindia.com
Web page Address	Please refer to the Tenders Section of http://www.licindia.in http://eprocure.gov.in.in/cppp/

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 above schedule is tentative only and subject to change and any change will be notified through the Web page mentioned in the above Table.

- Amendments/corrigendum, if any, to this RFP would be hosted on our website only.
- The Eligibility Bids will be opened by the Tender opening committee of LIC in the presence of the bidders' representatives who choose to attend. Only bids of the bidders satisfying the minimum eligibility criteria will be taken up for next evaluation.
- Reverse Auction schedule will be notified on the LIC website or through mail.
- 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 seeking clarifications on the decision shall be entertained.

3. Present Technical Environment:

LIC's Online Data Store (ODS) is a centralized database to provide data needed by online portal applications. LIC procured Oracle Engineered System Exadata X5-2 (Quarter Rack and One-Eighth Rack) in 2015 and Exadata X7-2 (Quarter Rack) in 2019 and Primary and Physical Standby (DR) sites are synced through Oracle Data Guard. The ODS Database version is Oracle 19c (version 19.15.0.0) and Operating System is Oracle Enterprise Linux (OEL Version 7.9).

4. Brief on the Scope of Work:

ODS (Online Data Store) project wants to renewal of Annual technical Support (ATS) for Oracle Database and TDE licenses for 3 years and BEA weblogic licenses for 1 year as mentioned in the detailed scope of work in Section-E.

Section-B: MINIMUM ELIGIBILITY CRITERIA

Pre-Contract Integrity Pact –

This RFP is issued on the condition that only those bidders who submit a signed Pre-Contract Integrity Pact with LIC would be eligible to participate in the bidding.

The “Pre Contract Integrity Pact” format is given in the Section-G: Annexures.

As per CVC Circular No 10/5/09 dated 18.05.2009 of 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." Bidders may refer: <http://www.cvc.nic.in/sites/default/files/iembank25022015.pdf>

LIC will use the following as the Minimum Eligibility Criteria (MEC) for evaluating the bids. The bidder fulfilling the following criteria only should respond to this RFP:

1. Minimum Eligibility Criteria (MEC) [Stage I Evaluation]

Sl.No.	Eligibility Conditions	Documentary Evidence Required
1.	The Bidder must be an Indian firm / Company/ Organization registered under applicable Act in India and in existence for 5 years.	a) Certificate of incorporation/registration b) GST Registration number c) Copy of PAN card
2	Bidder must have minimum turnover of Rs.100 Crores in each of their last three financial years preceding the date of this RFP i.e. 2019-2020, 2020-2021 and 2021-2022.	Details to be submitted in Annexure-II and attested copies of Audited Balance Sheet and Profit and Loss account for the relevant years, duly signed by Authorized signatory of the Company along with Name and Seal.
3.	Bidder should have made profit (before tax) in the last three financial years preceding the date of this RFP i.e. 2019-2020, 2020-2021 and 2021-2022.	Details to be submitted in Annexure-II and attested copies of Audited Balance Sheet and Profit and Loss account for the relevant years, duly signed by Authorized signatory of the Company along with Name and Seal.
4.	The bidder should not have been blacklisted by any Govt./PSU/reputed listed company for corrupt or fraudulent practices or non-delivery / non-performance in the last three years.	A certificate in original from the Authorized signatory should be attached as compliance to this condition as per Annexure-III.
5.	Manufacturer's authorization letter (i.e. MAF) from OEM (M/s Oracle).	The bidder must submit the Manufacturer's authorization letter (i.e. MAF) from OEM (M/s Oracle) as per Annexure-IV.
6	Power of Attorney or Board Resolution duly authorizing the authorized signatory to act on behalf of the Bidder for all legal and financial matters pertaining to this Bid and the resulting contract, if any.	Documentary evidence should be submitted along with power of Attorney or Board Resolution copy, proving that the authority delegating the powers has the necessary powers to do so from the bidder's company. Annexure-V

Section-C: INSTRUCTIONS TO BIDDERS

1. General Instructions:

- a) The Bidder may download the RFP documents from the websites mentioned below:
 - i) LIC Website (www.licindia.in)
 - ii) Central Public Procurement Portal of GOI (eprocure.gov.in)
- b) 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.
- c) 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.
- d) 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.
- e) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- f) 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:
 - i. Include all required Documents, Certificates, etc. specified.
 - ii. Follow the format provided and respond to each element in the order as set out.
 - iii. Comply with all requirements as set out.
- g) 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.
- h) 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.
- i) 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.
- j) 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.
- k) 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.
- l) 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.
- m) 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.

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

2. Issue of Corrigendum

- a) LIC will endeavour to provide timely response to all queries in utmost good faith. However, LIC at its discretion may choose not respond to the query which is not under purview of this RFP.
- b) At any time prior to the last date for receipt of Bids, LIC may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFP Document by issuing corrigendum.
- c) 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/>
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) 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.
- f) 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.

3. Qualification Criteria

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

4. Terms and Conditions

4.1 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.

4.2 Contacting LIC

No Bidder shall contact through any means of communications LIC or its employees on any matter relating to this 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 the designated email-id as given in the Activity Schedule or in writing till the evaluation process is over. 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.

4.3 Right to terminate the Process

- a. LIC may terminate the RFP process at any time without assigning any reasons whatsoever. LIC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP document does not constitute an offer by LIC. The bidder's response to this RFP may result into selection of bidder(s) after completion of selection process as detailed in this RFP document.

- c. LIC reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action.
- d. LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. The decision of LIC will be final in this matter.

4.4 Disqualifications

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

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

5. Cost of Bidding

The bidder shall 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 or in providing any additional information etc. that are 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.

6. 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 / issue of Purchase Order.

7. Bid Processing Fee

No Bid Processing fee will be levied for participating in this RFP process.

8. Pre-Bid Clarifications:

- a) Clarifications if any, regarding the terms and 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 before the date and time mentioned in the Activity Schedule in the following format to the email-id co_itodstenders@licindia.com, the file size per e-mail not exceeding 1MB. No other form of communication shall be entertained.

[Ref: LIC/CO/IT-SD/2022-23/ODS/04 dated 27th February 2023]			
Sl.No	RFP Document Reference(s) (Section & Page Number)	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). The bidders in their own interest are requested to check website regularly to know the updates.
- g) In order to provide prospective bidders reasonable time for taking the modifications into account, LIC may, at 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.

9. Pre-bid meeting:

A Pre-bid meeting will be held with all the interested bidders as per the details given in the Activity Schedule.

10. 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) Two-bid system (Eligibility and Commercial) will be followed by LIC for this RFP.
 - f) Eligibility bid documents should be submitted in a separate envelope (along with CD/DVD/Pen Drive for eligibility bids) which should be sealed and super-scribed as "ELIGIBILITY BID **Renewal of Annual Technical Support (ATS) Of Oracle Database and TDE licenses and Weblogic Licenses, Ref: LIC/CO/IT-SD/2022-23/ODS/04 dated 27th February 2023**".
- g) Commercial bid should be submitted in a separate envelope which should be sealed and super-scribed as "Indicative Commercial bid **for Renewal of Annual Technical Support (ATS) Of Oracle Database and TDE licenses and Weblogic Licenses, Ref: LIC/CO/IT-SD/2022-23/ODS/04 dated 27th February 2023**".
- h) The above two envelopes containing the Eligibility Bid and Commercial-bid should be placed inside another (third) envelope with the superscription as " **Renewal of Annual Technical Support (ATS) Of**

Oracle Database and TDE licenses and Weblogic Licenses, Ref: LIC/CO/IT-SD/2022-23/ODS/04 dated 27th February 2023’.

- i) The integrity pact (duly filled and signed) should be submitted separately in a sealed envelope bearing the name and address of the bidder.
- j) 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/SD)** and should be deposited in the tender box at the address as per the date and time given in the activity schedule.
- k) 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.
- l) The Corporation will not be responsible for non-receipt of bids within the specified date and time due to any reason.
- m) The hard copies of the bid (all documents and Annexure submitted as a part of bid or called for by 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 un-amended printed product literature/technical data-sheet available in the public domain.
- n) The bid may be rejected if:
 - a. Bid is not signed by the duly Authorized Signatory or
 - b. Bid submitted is unsigned or partially unsigned or
 - c. An image of signature is found pasted on pages instead of wet signature or
 - d. Scanned bid is submitted or
 - e. Integrity pact (duly filled and signed) is not enclosed or
 - f. Bids are not submitted in respective envelopes as stipulated above.
- o) Please note that if the sub envelope containing eligibility bid is found to contain commercial Bid also then that bid will be rejected outright.
- p) 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.
- q) 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.
- r) The Bidders should submit their Bid along with required documents and Certificates as stated in the Section B -Eligibility Criteria or elsewhere in the RFP.
- s) All hardcopies of the bid must be spirally bound and pages serially numbered.
- t) By submitting a signed bid, the bidders’ signatory certifies that in connection with this RFP:
 - 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,
 - 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.
 - 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.
- u) 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 English Numerals.

- v) Bid Currencies: Prices for all the components shall be quoted in Indian Rupee. The Bids in currencies other than INR will not be considered.
- w) 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.
- x) 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.
- y) The contents of the Soft copies submitted in a READ-ONLY CD/DVD (Separate CD/DVDs/Pen Drive for Eligibility and Commercial Bid in respective sealed envelopes) and the contents of the Hard copies shall be exactly the same. However, in case of discrepancy between the contents of soft copy and hard copy, contents of hard copy will prevail.
- z) During Bid evaluation, if any deviation is observed, LIC may call for clarifications / confirmations and may decide to accept any deviation at its discretion and the decision of LIC in this matter will be final. However, this will be done before opening of commercial bids.
- aa) If any compliance or clarification sought by LIC is not submitted within 5 business days of being called for, the bids are liable to be REJECTED. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final and binding.

11. List of enclosures with Eligibility bid:

The Eligibility bid document should contain the following:

- a) The Hard copy of the signed Pre-Contract Integrity Pact
- b) Document authorizing the Authorized Signatory as per Annexure-V
- c) Covering letter, application form and details asked as per Annexure-I and II
- d) MAF from OEM i.e. Oracle India Pvt. Ltd. as per Annexure-IV
- e) Copy of Certificate of registration/incorporation
- f) Copy of PAN card
- g) Declaration about non-blacklisting as per Annexure-III
- h) Soft copy of the entire eligibility bid document and all supporting documents on one READ-ONLY CD/DVD/Pen Drive.

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

12. Commercial Bid (Indicative Price)

Price is to be quoted in **Indian Rupees** only.

- a) All quotes should conform to the format as mentioned in the Commercial Bid (indicative). The details are to be given as per Annexure-VI under the heading "**Renewal of Annual Technical Support (ATS) Of Oracle Database and TDE licenses and Weblogic Licenses, Ref: LIC/CO/IT-SD/2022-23/ODS/04 dated 27th February 2023**". The bidder should quote the prices for the items in Commercial bid (Indicative Price) format as per **Annexure-VI**.
- b) Taxes i.e. GST and Octroi / LBT (if any), will only be paid by LIC to the Bidder at actuals. In case of payment of entry tax / Octroi etc. by the Bidder, the proof of such payment has to be submitted for reimbursement.
- c) 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.

- d) 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 nor would any increase in prices be allowed during the contract period.

13. 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.

14. 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.

15. 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 in response to this RFP shall be deemed to have been done after careful study and examination of this RFP document with full understanding of its terms, conditions and 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 such bid may be rejected.
- d) Bid with insufficient information to permit a thorough evaluation may be rejected.
- e) LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- f) Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to waive/ modify any of the requirements of the bid, in, the best interests of LIC.
- g) Rejection of non-compliant bid:
- LIC reserves the right to reject any or all bids on the basis of any deviation(s).
 - Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final

16. Bid Validity Period

Bids shall remain valid for 6 months from the last date of submission of responses to this RFP. 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 bid validity period. The request and the response thereto shall be made in writing. A Bidder may refuse the request 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.

17. Late Bids

- a) The Bids received beyond date and time mentioned in the Activity Schedule will be termed as "Late" and will be rejected/returned to the bidder unopened.
- b) LIC will not be responsible for non-receipt of bids within the specified date and time for 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.

18. 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, time 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 Eligibility bids shall be opened together 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) On completion of the Eligibility Bids evaluation, the list of short listed bidders and the date, time and venue of opening of their Commercial bids will be notified on LIC website and may be intimated to all shortlisted bidders.
- d) Commercial bids (indicative) of only the bidders shortlisted in the Eligibility 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.
- e) However, the indicative commercials will not be disclosed to the bidders.

19. Bid Evaluation:

- 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. LIC reserves the right to call for any clarification from any/all bidder(s) during the evaluation of the bids. Such clarifications should be submitted only in writing. No other correspondence on bids will be entertained.
- 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.

20. 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, any mis-representation, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.

21. Eligibility Criteria Evaluation:

The Bidder needs to comply with all the eligibility criteria as provided in Section B - Minimum Eligibility Criteria (MEC) [Stage I Evaluation] to be eligible for opening of indicative commercial bids. 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. All credential letters / purchase orders / contract copies should be appropriately bound, labelled and segregated in the respective areas. The Bidder needs to provide the minimum number of credentials as provided in the eligibility criteria, but there is no restriction on the number of credentials a Bidder can provide.

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.

22. Commercial Bid Evaluation process

- a) Only those Bidders who qualify in Eligibility evaluation would be shortlisted for commercial evaluation via Reverse Auction.
- 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-VI**.
- d) Arithmetical errors will be rectified on the following basis:
 - a. 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.
 - b. If there is discrepancy between the amount in words and figures, the amount in words will prevail.
- e) **Price Variation Factor and H1 Elimination clause:**

When the number of Eligible Bidders is more than Five, the Eligible H1 bidder (Bidder with the Highest Quoted Total Bid Price) will be disqualified and eliminated from participating in online reverse auction, if the 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 Eligible bidders for all items in aggregate.
- f) The total Bid Price for this clause will be bid price exclusive of all taxes.
- g) No price variation/adjustment or any other escalation will be entertained after the closing of Bids.
- h) The specifications (Commercial Bids format) shall be submitted in the formats as per the respective Annexures specified in this RFP.
- i) **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.
 - i) 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.
 - ii) Discounting rate to be used: 10%
 - iii) Standard software for example 'Excel' can be used for the NPV computation.

23. Online Reverse Auction:

After the opening of Commercial Bids (indicative) of Eligible bidders, Online Reverse Auction will be held.

- a) LIC shall provide web based E-tender system for reverse auction.
- b) The Eligible bidders subject to provisions of Price Variation Factor and H1 Elimination clause(refer point 22(e) 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.
- c) 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 22(i) above.
- d) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e) Price quoted by the Bidders at the end of online reverse auction will be taken as the final commercial quote of that bidder.

- f) The bidder with lowest commercial bid at the close of online reverse auction will be declared as L1 bidder.
- g) 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 business days (excluding Saturdays, Sundays and Holidays under NI Act. as applicable in Maharashtra), failing which LIC reserves the right to reject the bid.
- h) The commercial figure quoted will be an all-inclusive figure including out of pocket expenses, traveling, boarding, permits and lodging, but excluding all applicable taxes such as local sales Tax / Levies such as Octroi / Entry Tax, Local Body Tax, VAT, GST etc.
- i) The bidder shall arrange the Digital certificates (at no cost to LIC) from a Certifying Agency notified by Comptroller of Certifying Authority (CCA) as per Information Technology Act, 2000 as amended from time to time, to participate in the Online Reverse Auction.
- j) In case only one bidder is found eligible, no reverse auction will take place. However, LIC reserves the right to negotiate price with the lone bidder. The price once finalized through online reverse auction or negotiation will be termed as the “approved price”.
- k) LIC will determine the Start Price and other parameters for the Reverse Auction –
 - a. on its own and / or
 - b. by evaluating the price band information available in the (indicative) commercial bids of the Eligible bidders
 - c. Based on the lowest quote received in the (indicative) commercial bids.
- l) Based on the Total Cost of Ownership (TCO) declared by the Bidders during the Reverse Auction, the Bidders will be categorized as L1, L2, L3 etc. (In the ascending order, i.e. L1 being the Bidder with the lowest TCO, followed by L2 with the next lowest score and so on.)
- m) **The bidder with the L1 Quote, post the Online Reverse Auction and Commercial evaluation will be declared L1 Bidder. However, if the prices discovered as a part of the Online Reverse Auction are felt to be unrealistic for the products offered or beyond LICs budget estimates, to give a fair chance to the bidder, LIC shall call the bidder along with the OEM for a price negotiation. Post this only, the commercial bid process will be termed as complete.**
- n) The bidders are expected to broadly maintain the proportion of prices for various line items of Bill of Material, even when the total price has reduced in the auction. Any significant reduction in the cost of Expert Services /Professional Support/Training / OEM Services/Manpower deployment is not desired during reverse auction. LIC may require the bidder to justify and maintain reasonableness of cost of such items. LIC’s decision in this matter shall be final and binding.
- o) **The final outcome of the bidding process will be published on the LIC website.**
- p) The bid price shall be in Indian Rupees.
- q) The bidder would need to provide all costs in **Annexure-VI** Commercial bid details. The cost summary from these will flow into the Summary sheet of Annexure VI Commercial bid details.
- r) 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.
- s) 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.
- t) The selected L1 bidder will be informed about the selection and the result will be notified on the LIC website **www.licindia.in** and the bidders are advised to visit the above website for any information in reference to this RFP.
- u) 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.

- v) 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.
- w) The bidder with the lowest quote at the end of the reverse auction process will become the successful bidder.

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

24. Award Criteria

LIC will declare a bidder who is evaluated as eligible, qualified and commercially lowest as the successful bidder. LIC will notify the successful bidder to enter into the contract in writing through a letter of Notification of Award.

25. Request to extend validity period by LIC

In case the tendering process has not been completed within the stipulated period, LIC may request the bidders to **extend** the validity period of the bid.

26. 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 and/or issue Purchase Order 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.

a) Contracting

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

- 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.

b) Signing of Contract/issue of Purchase Order

LIC may enter into a contract with the successful bidder and/or issue Purchase Order to the successful bidder, incorporating all clauses of RFP, all clarifications and the response to the RFP of the successful bidder.

SECTION–D: TERMS AND CONDITIONS

A. Terms and Conditions regarding bidding:

- a) 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 RFP or submission of a bid not responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of his bid. While LIC has made considerable effort to ensure that accurate information is contained in this RFP, the information contained in this RFP is supplied solely as a guideline for bidders.
- b) Any **notice** by one party to the other pursuant to the Contract shall be sent by 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/SD), LIC of India, Central Office, IT/SD Department, 2nd Floor, Jeevan Seva Annexe Building, S.V. Road, Santacruz – West, Mumbai-400054.
- c) LIC may waive off any minor non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiving does not prejudice or affect the relative ranking of any bidder.
- d) Bid with insufficient information 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) It will be the responsibility of the bidder 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.

B. Other / General Terms and Conditions:

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

1. Confidentiality and privacy

1.1. Confidential Information not to be Disclosed

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

1.2. 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, including under the contract, under a license or otherwise, to be disclosed. Or

- f. Is in the public domain otherwise than due to a breach of this clause 17.
- g. lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential
- h. independently developed by the Recipient without use or reference to such Confidential Information

1.3. Obligations on disclosure

Where a party discloses Confidential Information to another person:

- a. Pursuant to clauses a) and b) of 14.2 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 14.2 above, the disclosing party must notify the receiving party that the information is Confidential Information.

1.4. 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.

1.5. Period of confidentiality

The obligations under this clause 1.4 continue, notwithstanding the expiry or termination of the contract:

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

2. Issue of Purchase Order:

Life Insurance Corporation of India will issue a purchase order in favour of successful bidder, incorporating references to this RFP, corrigendum, all clauses, pre-bid clarifications and the proposal of the bidder.

3. 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 first to Executive Director (IT/SD) with 15 days of any such matter arising. Executive Director (IT/SD) on receipt of such communication will get it investigated and then call a meeting of the Vendor and the LIC team and get the matter resolved with mutual agreement.
- b) In the event of any dispute or disagreement over the interpretation of any of the terms in this bid document or claim of liability not getting resolved through above mutual discussion, , the same shall be referred in writing to a person to be nominated 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. The courts in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts.
- c) 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.

- d) The Bidder shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

4. Termination

4.1. Right to terminate:

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

4.2. Termination and reduction for convenience:

- a. LIC may, at any time, by a prior written notice of 30 days, terminate the contractor and / or reduce the scope of the Services.
- b. On receipt of a notice of termination or reduction the Bidder must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect LIC Material and Contract Material; and continue work on any part of the Services not affected by the notice.
- c. If the contract is terminated, LIC is liable only for payments in respect of services rendered before the effective date of termination.
- d. If the scope of the Services is reduced, LIC's liability to pay the Service Charges or to provide LIC Material abates in accordance with the reduction in the Services.
- e. LIC is not liable to pay compensation under clause ('C') supra, if the amount, in addition to any amounts paid or due, or becoming due, to the Bidder under the contract, exceeds the total service charges payable under the Contract. The Bidder is not entitled to compensation for loss of prospective profits.
- f. The deliverables that are complete and ready for delivery within 15 days after the bidder's receipt of notice of termination shall be accepted by LIC as per the contract. For remaining deliverables, LIC may choose to have any portion delivered at the contract terms and prices, and/or to cancel the remainder and pay to Bidder an agreed amount for partially delivered items and items previously procured by the Bidder.

4.3. Termination by LIC for default:

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

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 from third party, and the Bidder shall be liable to LIC for any excess costs for such similar systems or Services. However, the Bidder shall continue the performance of the Contract to the extent not terminated.

4.4. Termination for Insolvency:

LIC may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the Bidder, 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 Bidder till the effective date of termination.

4.5. After termination:

On termination of the contract the Bidder 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

5. Survival

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

- a) (Intellectual Property Rights);
- b) (Indemnity);
- c) (Insurance);
- d) (Confidentiality);
- e) (Protection of personal information);

6. Severability

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

7. Consequences of Termination of contract with the Selected Bidder:

In the event of termination of contract with 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 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.

The termination hereof shall not affect any accrued right or liability of either Party or 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.

8. Notices and other communications

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

8.1. Service of notices

A Notice must be:

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

LIC's Address for notices:

Executive Director (IT / SD)
Life Insurance Corporation of India,
Central Office, IT Department,
6th Floor, West Wing, "Yogakshema",
Nariman Point, Mumbai – 400021.

Bidder's Address for notices:

Notices served at any address other than above shall not be treated as served or delivered.

The successful bidder shall provide the contact details of their officials for similar communication from LIC.

8.2. Effective on receipt

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

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

9. Force Majeure Condition:

- a) For purposes of this clause, "force majeure" means an event beyond the control of the Bidder and does not cover events involving supplier's/ OEM faults such as lack of funds for any reason, strike, lockout or labour disputes etc. Such events may include, but are not restricted to, acts of the government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- b) In case a Force Majeure situation arises, the Bidder shall immediately notify LIC of India in writing of such conditions and the cause thereof within two calendar days identifying the effect the situation will have on its performance. The Bidder will make all reasonable efforts to minimize the effects of such circumstances on the performance of the contract.

Unless otherwise directed by LIC of India in writing, the Bidder 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.

Force majeure or unforeseen events

1. Occurrence of unforeseen event

LIC or the vendor is excused from performing its obligations under the Contract to the extent it is prevented by circumstances beyond its reasonable control (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Vendor only), including but not limited to acts of God, natural disasters, acts of war, riots and strikes outside that party's organization.

2. Notice of unforeseen event

When the circumstances described in the contract arise or are reasonably perceived by the affected party as an imminent possibility, the affected party will give notice of those circumstances to the other party as soon as possible but within 2 calendar days, identifying the effect they will have on its performance. An Affected Party will make all reasonable efforts to minimize the effects of such circumstances on the performance of the contract.

3. Consequences of termination

If the Contract is terminated:

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

10. Limitation of liability:

Except in cases of criminal negligence or willful misconduct and in the case of infringement of patent, IPR, trademark, copyright or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the Bidder and used/consumed by LIC, the Supplier/Bidder shall not be liable to LIC, whether in contract, tort or otherwise, for any indirect or consequential loss 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/Bidder to pay liquidated damages to LIC. The aggregate liability of the supplier/Bidder to LIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

11. Confidentiality:

The contents of this RFP and the supporting documentation are confidential to LIC 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 award of any subsequent order or contract to the bidder.

12. Copyright Violation and Patent Rights:

The Bidder shall indemnify LIC in respect of all claims arising out of violation of any Patents or Copyrights, for all software supplied by the 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 Bidder 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, its 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, if it determines that the Bidder 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, such Bidder may not be allowed to participate in any RFP issued by LIC, for a period which will be decided by LIC, from the date such Bidder 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. For the purposes of this Section, the following terms shall have the meaning hereinafter 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 person 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 Bidders 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) 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;
- b) 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
- c) as between any value written in numerals and that in words, the value in words shall prevail.

15. Conflict of interest:

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

15.1. Warranty that there is no conflict of interest

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

- a. A Vendor will not have a conflict of interest that may affect the Services
- b. LIC requires that the Vendor provides professional, objective, and impartial services and at all times hold LIC's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Vendor shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to LIC, or that may place it in a position of not being able to carry out the assignment in the best interests of LIC.
- c. Without limiting the generality of the above, a Vendor shall be deemed to have a Conflict of Interest, if there is a conflict among this and other assignments of the Vendor (including its personnel and other members, if any) and any subsidiaries or entities controlled by the Vendor or having common controlling shareholders. The duties of the Vendor will depend on the circumstances of each case. While providing services to LIC for this particular assignment, the Vendor shall not take up any assignment that by its nature will result in conflict with the present assignment;

15.2. Notification of a conflict of interest

The Vendor shall make a disclosure to LIC as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days and any breach of this obligation of disclosure shall be construed as Conflict of Interest. LIC shall, upon being notified by the Vendor under this Clause, decide whether it wishes to terminate this Services or otherwise, and convey its decision to the Vendor within a period not exceeding 15 (fifteen) days.

16. Protection of Personal information

a) Application of the clause

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

b) Obligations

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

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 reject its bid and / or debar the Bidder from participating in future RFPs floated for a period decided by LIC.
- b) LIC reserves the right to accept or reject any bid and annul the RFP process and reject all bids, at any time prior to award of contract 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 where the same appears to be incorrect, inaccurate or inappropriate in its 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 its best interest. However, this will be done before opening of the commercial bid(s).
- f) LIC may call for any additional information /document by way of clarification before the finalization of this tender process.
- g) Procurement of any equipment/components outside this tender.
- h) In case of any unforeseen issues, LIC will decide the course of action based on merits of each case. The decision taken by LIC will be final and binding on all the bidders/ selected bidder.
- i) LIC may terminate the agreement if it determines at any time that the Bidder or its representative(s) were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the agreement, even if the concerned Bidder has taken timely and appropriate action satisfactory to LIC to remedy the situation.
- j) The decision of LIC in all matters will be final and binding on all bidders participating in this bid.

18. Change in Constitution

Any Change in the constitution of the firm, etc. shall be notified forth with by the Bidder in writing to LIC within 15 days of such change and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

19. Intellectual Property Rights

19.1. Third Party Material:

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

19.2. 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 Bidder to receive the full benefit of the Services (including the Contract Material), the Bidder grants to, or must

obtain for LIC, a world-wide, royalty free, perpetual, non-exclusive license to use, reproduce, adapt, modify and communicate that Auxiliary Material.

19.3. Rights in Bidder's Pre-existing IPR

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

19.4. IPR Warranty

The Bidder will warrant that:

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

19.5. Remedy for breach of warranty

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

- a. Use its best efforts to secure the rights for LIC to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
- b. Replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.
- c. The Bidder 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 Bidder'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.

19.6. Patent Rights and other litigation costs

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

20. Moral rights

20.1. Obtaining consents

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

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

20.2. Specified Acts

In this clause, Specified Acts means:

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

21. Indemnity

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

- LIC's misuse or modification of the service;
- LIC's failure to use corrections or enhancements made available by the Bidder;
- LIC's use of the Service in combination with any product or information not owned or developed by Bidder;
- LIC's distribution, marketing or use for the benefit of third parties of the Service; or
- Information, direction, specification or materials provided by LIC or any third party contracted to it.

If any Service is or likely to be held to be infringing, Bidder will at its expense and option, either:

- a) Procure the right for LIC to continue using it,
- b) Replace it with a non-infringing equivalent,
- c) Modify it to make it non-infringing.

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

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

- a) LIC as promptly as practicable informs the Bidder in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- b) LIC will, at the cost of the Bidder, give the Bidder all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defence;
- c) If the Bidder does not assume full control over the Defence of a claim as provided in this Article, the Bidder may participate in such Defence at its sole cost and expense, and LIC will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of LIC will be included in losses to be indemnified by the Bidder;
- d) LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Bidder;

- e) 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 for all liability in respect of such claim; and
 - b. ii. Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- f) LIC will account to the Bidder for all awards, settlements, damages and costs (if any) finally awarded in favour of LIC which are to be paid to it in connection with any such claim or proceedings;
- g) LIC will take steps that the Bidder may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- h) In the event that the Bidder is obligated to indemnify LIC pursuant to this Article, the Bidder will, upon payment of such Indemnity in full, be subrogated to all rights and defences of LIC with respect to the claims to which such indemnification relates; and
- i) If a Party makes a claim under the indemnity set out as mentioned 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).

22. Insurance

Obligation to Maintain Insurance

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

23. Dispute Resolution

23.1. Reconciliation Process

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

23.2. Notification

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

23.3. Parties to resolve Dispute

During the 30 days after a notice is given under clause (clause no.) (Or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then, the parties agree that any dispute or differences under or in connection with agreement or any breach thereof, which cannot be settled by mutual negotiation between the parties shall be finally settled by arbitration conducted in accordance with Arbitration and Conciliation Act, 1996 or any modifications, Rules, or enactments thereof. 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 and the venue of the arbitration shall be Mumbai. The parties agree that the award passed by the arbitrators shall be final and binding upon the parties. The parties hereby further agree to submit themselves to the exclusive jurisdiction of the courts in Mumbai. The cost of arbitration shall be borne by the parties in such manner, as the arbitrator shall decide in the arbitral award.

24. Varying the Contract

The contract may be varied only in writing signed by each party.

25. Approvals and consents

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

26. 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.

27. 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.

28. 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.

29. Relationship

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

30. 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.

31. Governing law and jurisdiction

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

Section-E: SCOPE OF WORK

Renewal of Annual Technical Support (ATS) for the following Oracle Database licences and TDE licences for 3 years: from 11.04.2023 to 10.04.2026 for Sr. No. 1 to 11, from 11.07.2023 to 10.04.2026 for Sr. No. 12 to 17 and from 11.04.2023 to 10.04.2024 for Sr. No. 18 and 19.

Sr. No.	Product	Number of Licenses	Type/level of Licenses	License Metric	Oracle CSI No.
1	Oracle Database Enterprise Edition-Processor Perpetual	10	Full	Processor	15843499
2	RAC – Processor Perpetual	16	Full	Processor	15843499
3	Tuning Pack-Processor Perpetual	6	Full	Processor	15843499
4	Partitioning - Processor Perpetual	14	Full	Processor	15843499
5	Diagnostic Pack- Processor Perpetual	12	Full	Processor	15843499
6	Oracle Database Enterprise Edition-Processor Perpetual	44	Full	Processor	20597802
7	RAC – Processor Perpetual	38	Full	Processor	20597802
8	Tuning Pack-Processor Perpetual	48	Full	Processor	20597802
9	Partitioning - Processor Perpetual	40	Full	Processor	20597802
10	Diagnostic Pack- Processor Perpetual	42	Full	Processor	20597802
11	Oracle Advanced Security –Transparent Data Protection (TDE)	44	Full	Processor	22359203
12	Oracle Database Enterprise Edition-Processor Perpetual	20	Full	Processor	24892131
13	RAC – Processor Perpetual	20	Full	Processor	24892131
14	Tuning Pack-Processor Perpetual	20	Full	Processor	24892131
15	Partitioning - Processor Perpetual	20	Full	Processor	24892131
16	Diagnostic Pack- Processor Perpetual	20	Full	Processor	24892131
17	Oracle Advanced Security –Transparent Data Protection (TDE)	20	Full	Processor	24892131
18	BEA Weblogic Portal (CPU Perceptual)	4	Full	Processor	15960936
19	BEA Weblogic Portal Server (Processor Perpetual)	4	Full	Processor	15954095

The bidder must have good liaison with Oracle and must resolve any issue promptly with the help of Oracle support team.

Section F: Payment Terms

1. Payment terms for Renewal of Annual Technical Support (ATS) of Oracle Database licenses:

- a) The payment for renewal of Renewal of Annual Technical Support (ATS) will be on yearly basis in advance and not full payment for 3 years in advance in respect of Oracle Licenses (CSI number 15843499 , 20597802, 22359203 and 24892131) and full payment in advance in respect of 8 Weblogic licenses (CSI number 15960936 and 15954095).

2. Documents to be produced for release of payment, as applicable:-

- a) Invoice (with reference of Purchase Order, description of services delivered)
- b) The proof of payment of taxes (wherever applicable)
- c) Proof for Renewal of Annual Technical Support (ATS) Of Oracle Database Licenses, TDE Licenses and Weblogic licenses.

3. In addition to the above, the following general terms will also apply:

- a) 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 to the selected Vendor.
- b) The payment will be released by the IT /SD department, Central Office. Payment related objections, if raised after 3 months from the date of release of payment, would not be entertained. Such objection must be raised in writing.
- c) The vendor is also duty bound to report to LIC about any short recovery of taxes, cess, etc. at source. Such reporting to LIC should also happen at the earliest. In case, vendor fails to inform LIC about such short recoveries of tax, cess, etc. at source, LIC will have the right to recover all short recoveries of tax, related cess and surcharges, interest and penalties as per the demand note of Income Tax dept. or any other govt. body or regulator.
- d) The vendor shall be solely responsible to make payment to OEM Vendors.
- e) The payment will be released from IT department, Central Office, LIC of India, Mumbai.
- f) Payment will be subject to deduction of TDS.

4. Due Date for Payment

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

5. Expenses

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

5.1. Incorrect Invoices, under/over Payment

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

5.2. Prices and Taxes:

5.2.1. Prices

Prices payable to the Bidder will be fixed as derived from the Final L1 quote after Online Reverse Auction and will be exclusive of GST, Taxes and Octroi/LBT. Prices once fixed will be valid throughout the entire contract period.

Escalation of Costs: The Bidder 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.

5.2.2. Taxes and Duties

Bidders will be entirely responsible for all taxes, duties, license fees, road permits, and transit insurance etc., except GST, and Octroi/LBT incurred until delivery of the contracted services to LIC. GST and Octroi/LBT, if any, will be reimbursed only at actual on production of appropriate receipts within 15 days of such tax payment to the respective authorities by the Bidder.

5.2.3. Deduction of Taxes at Source

LIC will deduct taxes from the amounts due and payable to the Bidder wherever applicable. LIC will provide Bidder with the statement of any taxes deducted by LIC on payments under the contract. The Bidder 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 Bidder.

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 Bidder. Any changes in law, taxes and policies shall be governed through the provision of above under the head "Prices and Taxes".

EXECUTIVE DIRECTOR (IT/SD)

Section-G: ANNEXURES

Annexure-I: Covering letter

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

Sir,

Re.: RFP for Renewal of Annual Technical Support (ATS) Of Oracle Database and TDE licenses and Weblogic Licenses

Ref. No.: LIC/CO/IT-SD/2022-23/ODS/04 dated 27th February 2023.

Having examined the RFP document, terms and conditions including all Annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Renewal of Annual Technical Support (ATS) Of Oracle Database and TDE licenses and Weblogic Licenses**, in conformity with the said RFP documents in accordance with 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 27th February 2023 and also subsequent modifications / clarifications / corrigenda.

We understand that,

- 1) 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 and notification of award shall constitute a binding contract between us.
- 2) We agree to abide by this Tender Offer for 6 months from date of Tender (Eligibility Bid) opening and our offer shall remain binding on us and may be accepted by LIC at any time before expiry of the offer.
- 3) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 4) We agree that LIC is not bound to accept the lowest or any Bid that LIC may receive and LIC may reject any bid, or accept or entrust the entire work to any Bidder without assigning any reasons or giving any explanation whatsoever.
- 5) We certify that we have provided all the information requested by LIC in the format requested for. We also understand that LIC has the exclusive right to reject this offer in case LIC is of the opinion that the required information is not provided or is provided in a different format.
- 6) We 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 Bidder'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.
- 7) We confirm that the contents of the CDs/DVDs/Pen Drive submitted are the same as provided in the hard copies submitted by way of bid response under this RFP.

Dated at _____ this _____ day of _____ 2023

Thanking you,
Yours faithfully

Authorized Signatory,
For _____ (Company name)

Annexure-II: Company profile and other information**Company Profile**

Re.: RFP for Renewal of Annual Technical Support (ATS) Of Oracle Database and TDE licenses and Weblogic Licenses

Ref. No.: LIC/CO/IT-SD/2022-23/ODS/04 dated 27th February 2023.

1	Name of the Company	
2	Whether OEM, System Integrator or Authorized Channel Partner of OEM with Gold/Tier-1 or Silver/Tier2 partnership with the proposed product OEM (Partnership level to be stated)	
3	Company Registered as [Public Limited/Private Limited]	
4	Date of Incorporation	
5	Address of Corporate/ Registered Office	
	Line 1	
	Line 2	
	Name Of City	
	State	
	Postal Code	
	Email id	
	Phone no./ FAX no.	
6	GST Registration No. and Date of registration	
7	Names of the States for which the bidder has GST Registration No. (including all Billing offices) (Attach registration Certificates)	
8	PAN No. (Attach certified copy of PAN)	
9	Turnover of the Company:	
	Financial Year : (INR in Crores)	
	2019-2020	
	2020-2021	
	2021-2022	
10	Profit of the Company after Tax	
	Financial Year : (INR in Crores)	
	2019-2020	
	2020-2021	
	2021-2022	
11	Bidder's Address for communication :	
	Line 1	

	Line 2	
	Name Of City	
	State	
	Postal Code	
	Email id	
	Phone no./ FAX no.	
12	Bank Details	
	Name of Bank	
	Branch	
	MICR Code	
	Type of A/C	
	Account No.	
	IFSC Code	
13	Bidder`s Official Web Site (URL)	
14	Any other relevant information not covered in the above points :	
15	We hereby confirm that we, M/s _____ have not been debarred / banned by Govt/LIC/Leading Pvt Sector, as on date of submission of the bid.	

Enclosures:

- GST Registration, PAN, Certificate of Incorporation, Profit & Loss Statement, Audited Balance sheet, and latest IT Returns and Sales Tax duly signed/ attested by the authorities mentioned in the Tender.
- Power of Attorney or the copy of the Board Resolution appointing the Authorized Signatory
- Cancelled cheque-leaf of the mentioned Bank Account.

Date:
Place:

Signature of the Authorized Signatory
Name:
Designation:
Name & Address of the company:
Seal of the Company

Annexure-III: Declaration regarding non-Blacklisting

Re.: Renewal of Annual Technical Support (ATS) Of Oracle Database and TDE licenses and Weblogic Licenses
Ref. No.: LIC/CO/IT-SD/2022-23/ODS/04 dated 27th February 2023.

To,

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

This has reference to the LIC's RFP Reference No: **LIC/CO/IT-SD/2022-23/ODS/04 dated 27th February 2023**, for **Renewal of Annual Technical Support (ATS) Of Oracle Database and TDE licenses and Weblogic Licenses**. 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 three years.

We also confirm that there is no legal action being taken against us for any cause in any legal jurisdiction.

SIGNATURE

Name:

Designation:

Authorized Signatory

Date: _____/ 2023

Place:

Company Seal

Annexure-IV: Manufacturer's Authorization Form (MAF)

Date:

To
Executive Director (IT/SD)
Life Insurance Corporation of India,
Central Office, Mumbai.

RFP Ref: LIC/CO/IT-SD/2022-23/ODS/04 dated 27th February 2023

Dear Sir/ Madam,

This is to confirm **M/s.** _____ is an Oracle Partner Network member (Or an Oracle Authorized Support Renewal Partner) and hence they are authorized to resell Oracle Premier Support for Softwares in India.

We hereby authorize **M/s.** _____ to participate in the subject mentioned RFP Ref.: **LIC/CO/IT-SD/2022-23/ODS/04 dated 27th February 2023** for Renewal of Annual Technical Support (ATS) Of Oracle Database and TDE licenses and Weblogic Licenses with Life Insurance Corporation of India.

We, as OEM, commit ourselves to provide support and upgrades/ updates to Life Insurance Corporation of India for our products during the AMC period, subject to the Premier Support for Oracle Software is back lined with Oracle, if the subject mentioned Tender is awarded to M/s. _____

Kindly consider this letter as an Authorization for the Participation in the subject mentioned RFP Ref. No.: **LIC/CO/IT-SD/2022-23/ODS/04 dated 27th February 2023** for Renewal of Annual Technical Support (ATS) Of Oracle Database and TDE licenses and Weblogic Licenses with Life Insurance Corporation of India.

Yours faithfully,

For Oracle India Private Limited

Annexure–V: Authorization for signing all the documents related to RFP

[Either (a) or (b) on bidder's letterhead]

(a) To be signed by the bidder company's Board / Director / Managing Director

Date:

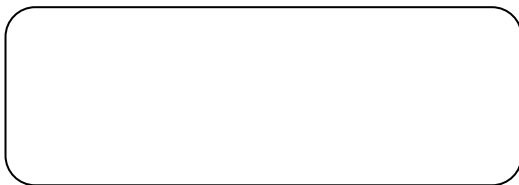
To,
The Executive Director (IT/SD),
Life Insurance Corporation of India,
Central Office, Information Technology - SD Department,
2nd Floor, South Wing, "Jeevan Seva Annexe",
Santacruz (W), S.V.Road, Mumbai – 400054.

Sir,

SUB: Authorization to sign on behalf of the Company for LIC RFP for **Renewal of Annual Technical Support (ATS) Of Oracle Database and TDE licenses and Weblogic Licenses**
Ref. No.: LIC/CO/IT-SD/2022-23/ODS/04 dated 27th February 2023

I / We, _____ (name & designation), by the powers vested in me / us, hereby authorize Mr./ Mrs./ Ms. _____ to sign the documents to be submitted for participation in the above referred RFP, and its subsequent modifications/clarifications, as "Authorized Signatory" on behalf of our company.

The signature of Mr. / Mrs. / Ms. _____ is as below.



(Sample Signatures of the Authorized Signatory)

Dated at _____ this _____ day of _____ 2023.

Yours faithfully,

Signature(s):

Name(s):

Designation:

Name & Address of the company:

Seal of the Company

Contd.....

(b) To be signed by the bidder's Company Secretary

Date:

To,
The Executive Director (IT/SD),
Life Insurance Corporation of India,
Central Office, Information Technology - SD Department,
2nd Floor, South Wing, "Jeevan Seva Annexe",
Santacruz (W), S. V. Road, Mumbai – 400054.

Sir,

SUB: Authorization to sign on behalf of the Company for LIC RFP for **Renewal of Annual Technical Support (ATS) Of Oracle Database and TDE licenses and Weblogic Licenses**
Ref. No.: LIC/CO/IT-SD/2022-23/ODS/04 dated 27th February 2023

Mr./ Mrs./ Ms. _____ has been authorized by our Company Board/
Director/ Managing Director to sign the documents to be submitted for participation in the above referred RFP,
and its subsequent modifications/clarifications, as "Authorized Signatory" on behalf of our company. The copy
of our board resolution is enclosed herewith.

The signature of Mr. / Mrs./ Ms. _____ is as below.



(Sample Signatures of the Authorized Signatory)

Dated at _____ this _____ day of _____ 2023.

Yours faithfully,

Signature(s):

Name(s):

Designation:

Name & Address of the company:

Enclosures:

Annexure-VI: Commercial Bid (indicative) Format

RFP for Renewal of Annual Technical Support (ATS) Of Oracle Database and TDE licenses and Weblogic Licenses

Ref. No.: LIC/CO/IT-SD/2022-23/ODS/04 dated 27th February 2023

Sl. No	Item Description, License Metrics & CSI No.	Qty.	Software Update(A) & Product Support (B) Year 1	Software Update(A) & Product Support (B) Year 2	Software Update(A) & Product Support (B) Year 3	Total Cost (at Actuals) (I+II+III)	Total Cost (at NPV i.e. Net Present Value) (I)+(II*0.90909) +(III*0.82645)
			(I)	(II)	(III)		
1	Oracle Database EE (Processor Perpetual) 20597802	44	(A) (B) (A+B)	(A) (B) (A+B)	(A) (B) (A+B)		
2	RAC (Processor Perpetual) 20597802	38	(A) (B) (A+B)	(A) (B) (A+B)	(A) (B) (A+B)		
3	Tuning Pack (Processor Perpetual) 20597802	48	(A) (B) (A+B)	(A) (B) (A+B)	(A) (B) (A+B)		
4	Partitioning (Processor Perpetual) 20597802	40	(A) (B) (A+B)	(A) (B) (A+B)	(A) (B) (A+B)		
5	Diagnostic Pack (Processor Perpetual) 20597802	42	(A) (B) (A+B)	(A) (B) (A+B)	(A) (B) (A+B)		
6	Oracle Database EE (Processor Perpetual) 15843499	10	(A) (B) (A+B)	(A) (B) (A+B)	(A) (B) (A+B)		
7	RAC (Processor Perpetual) 15843499	16	(A) (B) (A+B)	(A) (B) (A+B)	(A) (B) (A+B)		
8	Tuning Pack (Processor Perpetual) 15843499	6	(A) (B) (A+B)	(A) (B) (A+B)	(A) (B) (A+B)		
9	Partitioning (Processor Perpetual) 15843499	14	(A) (B) (A+B)	(A) (B) (A+B)	(A) (B) (A+B)		
10	Diagnostic Pack (Processor Perpetual) 15843499	12	(A) (B) (A+B)	(A) (B) (A+B)	(A) (B) (A+B)		
11	Oracle Advanced Security Licenses (Processor Perpetual) TDE 22359203	44	(A) (B) (A+B)	(A) (B) (A+B)	(A) (B) (A+B)		
12	Oracle Database Enterprise Edition-Processor Perpetual 24892131	20	(A) (B) (A+B)	(A) (B) (A+B)	(A) (B) (A+B)		

13	RAC – Processor Perpetual 24892131	20	(A) (B) (A+B)	(A) (B) (A+B)	(A) (B) (A+B)		
14	Tuning Pack- Processor Perpetual 24892131	20	(A) (B) (A+B)	(A) (B) (A+B)	(A) (B) (A+B)		
15	Partitioning - Processor Perpetual 24892131	20	(A) (B) (A+B)	(A) (B) (A+B)	(A) (B) (A+B)		
16	Diagnostic Pack- Processor Perpetual 24892131	20	(A) (B) (A+B)	(A) (B) (A+B)	(A) (B) (A+B)		
17	Oracle Advanced Security – Transparent Data Protection (TDE) 24892131	20	(A) (B) (A+B)	(A) (B) (A+B)	(A) (B) (A+B)		
18	BEA WebLogic Portal (Processor) 15960936	4	(A) (B) (A+B)	X	X		
19	BEA WebLogic Portal Server 8.1 (Processor) 15954095	4	(A) (B) (A+B)	X	X		
	Grand Total						

Grand Total Cost (NPV) - Figures will be used for Comparison as per RFP point No. 22(e) of SECTION–C: INSTRUCTIONS TO BIDDERS i.e. Price Variation Factor and H1 Elimination clause. Also NPV Figure is to be quoted in Online Reverse Auction.

Note: Bidders are requested to note the following:

- Grand total cost (NPV) should be exclusive of GST.**
- LIC would reimburse GST to the vendor at the actual rate.
- While Online Reverse Auction will be on the basis of **Grand total cost (NPV), the Purchase Order will be given for Total Cost (Actuals).**
- All the payments will be made by LIC, Central Office Mumbai electronically through RTGS / NEFT by crediting the same in vendor's bank a/c as per details furnished in the Company Profile i.e. **Annexure II.**
- TDS will be deducted as per rules applicable.
- Change in Tax structure at the time of actual invoicing : While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of the quotation/rates shall be borne by LIC, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to LIC in its favour.

Date:

Signature of Authorised Signatory ...

Place:

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation

Seal...

PRE CONTRACT INTEGRITY PACT
(To be printed on stamp paper of Rs.300/-)

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2023 , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at "Yogakshema" Jeevan Bima Marg Mumbai 400021. (here in after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented by Shri..... .(Hereinafter called the "BIDDER /SELLER/SERVICE PROVIDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFORE,

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

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

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

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

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the “**Chief Vigilance Officer**” of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
 - 3.3 Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
 - 3.7 The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

4. Previous Transgression

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

5. Sanctions for Violations:

- 5.1** Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (v) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which may be further extended at the discretion of the BUYER.
 - (vi) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- 5.2** The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

6. Independent Monitors:

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

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

* Shri Rajni Kant Mishra, IPS(Retd.), Ex Director General BSF B-1801 Amrapalli Sapphire Sector-45 Noida U.P. PIN – 201303 Email:rkmishra84@gmail.com Mobile No-9717328500

* Shri Arun Chandra Verma IPS(Retd.), Flat No. C-1204 C Tower Amrapali Platinum Complex, Sector 119 Noida U.P. Mobile No-8130386387
Email: acverma1@gmail.com

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

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

6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the **Executive Director (E&OS), LIC.**

6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, LIC and recues himself / herself from that case.

6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8 The Monitor will submit a written report to the **Chairman, LIC** within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

6.9 If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

7. Facilitation of Investigation:

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The



BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

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

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

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

10. Validity:

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

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

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

BUYER

BIDDER

Name of the Officer:

CEO:

Designation

Deptt./

Witness

1.....

1.....

2.....

2.....

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

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

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