



Request for Proposal for Supply, Implementation and Maintenance of Power Saving Solution for Desktops

[Ref: LIC/CO/IT-BPR/HW/Power Saving/2023-24/03 Dated **07.09.2023**]

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

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Contents

A.	Definitions & Abbreviations:	4
B.	Invitation to Bid	7
C.	Activity Schedule:.....	7
D.	Eligibility Criteria:.....	7
E.	General Information and Instructions to the Bidders:	9
1.	Compliant Bids / Completeness of Response:.....	9
2.	Cost of Bidding:	9
3.	Pre-Bid Meeting & Clarifications.....	9
4.	Instructions for Bid Submission.....	10
5.	Bid Currencies:	11
6.	Late Bids:	11
7.	Rejection of non-compliant bid	11
8.	Right to terminate the Process:.....	12
9.	Modification and Withdrawal of the Bids:	12
10.	Pricing & Taxes:	12
11.	Earnest Money Deposit.....	13
12.	Evaluation of Bids	13
13.	Online Reverse Auction (ORA):	14
14.	Preference to Micro and Small Enterprises (MSE):.....	15
15.	Guidelines on Public Procurement (Preference to Make in India), Order 2017	15
16.	Bid Validity Period.....	16
17.	Land Border Clause:	16
18.	Pre-Contract Integrity Pact	16
F.	Scope of Work:.....	16
G.	Standard Terms & Conditions:.....	18
1.	General Terms And Conditions	18
2.	Project Duration	18
3.	Non-Disclosure Agreement (NDA):	19
4.	Performance Bank Guarantee (PBG).....	19
5.	Obligations of the Selected Vendor:.....	19
6.	Deliverables and Timelines:	20
7.	General obligations of the Vendor.....	20
8.	Warranties	20
9.	Access to LIC's Premises.....	20
10.	Conduct at LIC's Premises.....	20
11.	Subcontracting	20
12.	Monitoring Progress	21
13.	Performance Assessment.....	21
14.	Personnel.....	21
15.	Intellectual Property Rights (IPR).....	21
16.	Termination.....	23
17.	Indemnity:.....	25
18.	Support & Maintenance (Warranty) Terms and Conditions:.....	26
19.	Force Majeure Clause:.....	26
20.	Limitation of Liability:	27
21.	Disputes:	27
22.	Conflict of interest:.....	27

23. Fraud and Corrupt Practices	28
24. Consequences of Termination of Selected Bidder:	29
25. Information Security related Conditions of LIC:	30
H. Payment Terms:	31
I. Service Level Agreement (SLA), Penalties	32
Annexure-I- Company Profile	33
Annexure-II- Format for Submission of Performance Certificate.....	35
Annexure-III- Certificate of Local Content.....	36
Annexure-IV- Technical Bid.....	37
Annexure-V - Indicative Commercial Bid Format	38
Annexure-VI- Online Tendering Guidelines	39
Annexure-VII- LICBankAccountDetails	42
Annexure-VIII- Non-Disclosure Agreement	43
Annexure-IX- Format for Performance Bank Guarantee (PBG).....	47
Annexure-X- Service Level Agreement	48
Annexure-XI- PRE CONTRACT INTEGRITY PACT.....	49
Annexure-XII- Manufacturer Authorization form	54
Annexure- XIII- Format for Bank Guarantee/EMD	55
Annexure-XIV: Declaration pertaining to Land Border clause.....	56
Annexure-XV - Business Rules, terms & conditions of Online Reverse Auction	57
Annexure XVI – Format of Agreement	61

A. Definitions & Abbreviations:

LIC	means without limitation the “Life Insurance Corporation of India” (LIC), a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act 31 of 1956) having its Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai 400 021
Bidder	System Integrator /Original Equipment Manufacturer/ Company in its individual right.
Agreement	The written contract signed between the LIC and the Selected vendor with respect to any/all deliverables or services contemplated by this RFP and all the attached documents. The “Agreement” includes the RFP, all addenda/corrigenda issued by LIC subsequent modifications to the RFP, Response of the selected vendor to the RFP and the contract document itself.
Authorized Signatory	The person authorized by the company’s Board/ Managing Director/Director for signing the bid documents on behalf of the company
Total Cost of Operations	The grand total of the L1 quote after conclusion of Online Reverse Auction i.e. Cost of the solution is inclusive of all the taxes and exclusive of GST only.
Working Day	shall be construed as a day excluding Sundays, Saturdays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned State Governments or Central Government of India
Day	Calendar Day
Clarifications	Means Addenda, corrigenda and clarifications to the RFP
L1 quote	Lowest price discovered through Online Reverse Auction Commercial Bid 1. If Online Reverse Auction is held as per the conditions of the RFP – Lowest price discovered through Online Reverse Auction 2. If Online Reverse Auction is not held as per the conditions of the RFP - Lowest price discovered through Commercial Bid
L1 Bidder	Bidder with L1 quote i.e. lowest quote
RFP	This Request for Proposal Ref: LIC/CO/IT-BPR/HW/Power Saving/2023-24/03 Dated 07.09.2023, inclusive of any clarifications/corrigenda/ addenda to this RFP that may be issued by LIC.

Abbreviations	Description	Abbreviations	Description
#	Serial Number	NDA	Non-Disclosure Agreement
CA	Chartered Accountant	OEM	Original Equipment Manufacturer
CD	Compact Disk	OS	Operating System
CO	Central Office, LIC	ORA	Online Reverse Auction
DME	Domestically Manufactured Equipment	PBG	Performance Bank Guarantee
DO	Divisional Office, LIC	PDI	Pre Dispatch Factory Inspection
DR	Disaster Recovery	PO	Purchase Order
EMD	Earnest Money Deposit	PO VALUE	Purchase Order Value
HCTM	Hardware Complaint Tracking Module	RFP	Request for Proposal
SSV	Supply & Service Vendor	RHEL	Red Hat Enterprise Linux
HSV	Hardware Servicing Vendor	RM (IT)	Regional Manager (IT), ZO, LIC
IM	Introductory Meeting	TCO	Total Cost of Operations
MAF	Manufacturers' Authorization Form	SI	System Integrator
Manager(IT)	Manager (IT), DO, LIC	SLA	Service Level Agreement
MS SQL	Microsoft structured query language	SNR	Site Not Ready
MSE	Micro and Small Enterprises	PPP-MII	Public Procurement (Preference to Make in India)
ECZ	East Central Zone	SPOC	Single Point of Contact
NZ	Northern Zone	UDIN	Unique Document Identification Number
NCZ	North Central Zone	UAT	User Acceptance Testing
SZ	Southern Zone	ZO	Zonal Office, LIC
WZ	Western Zone	GST	Goods and Service Tax
PAN	Permanent Account Number		
INR	Indian National Rupee		
PMA	Preferential Market Access		
IT	Information Technology		

Disclaimer:

1. The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.

2. This RFP is not an Agreement and is neither an offer nor an invitation by the Purchaser to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

3. While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies there to and all matters pertaining to the Purchaser and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP

4. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of the Purchaser. In case any major revisions to this RFP are made by the Purchaser within seven days preceding the last date of submission of the Proposals, the Purchaser may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither the Purchaser nor any of its officers, employees nor any advisors nor Consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

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

B. Invitation 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 (Act 31 of 1956) and having its Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai – 400021, hereby invites online bids through online e-tendering portal <https://www.tenderwizard.com/LIC>, for **RFP for Supply, Implementation and Maintenance of Power Saving Solution for Desktops** to meet the requirements set out in this RFP document.

C. Activity Schedule:

1	RFP Reference	Ref: LIC/CO/IT-BPR/HW/Power Saving /2023-24/03 Dated 07.09.2023
2	RFP for	Supply, Implementation and Maintenance of Power Saving Solution for Desktops
3	Bid Processing Fee (Non-refundable)	Non Refundable fee of INR 5,000 + GST (@ 18%) = Total 5,900 MSEs are exempted from Bid processing fee.
4	Earnest Money Deposit (EMD)	Rs 20,00,000 i.e. Rupees Twenty lakhs only in the form of Bank Guarantee from Nationalized/ Scheduled Bank (as per format given in Annexure -XIII). MSEs are exempted from EMD.
5	Performance Security by Successful Bidder	10% of L1 prices of total project Contract Value.
6	Date of Issue of RFP	07.09.2023
7	Last date of submission of Pre-Bid Queries	14.09.2023
8	Date of Pre-Bid meeting	18.09.2023
9	Last date and time for Bid Submission	11.10.2023 up to 3:00 pm
10	Opening of Bid	11.10.2023 up to 3:30 pm
11	Opening of commercial Bid	<To be communicated later to the eligible bidders >
12	Address for communication	Life Insurance Corporation of India, Central Office, IT/BPR Department, Hardware Section, “Jeevan Seva” Annexe, II Floor, S V Road, Santacruz (W), Mumbai – 400054.
13	Contact Numbers	022- 67090453 / 67090321
14	Email Id	co_ithw@licindia.com
15	Mode of Bid Submission	Online (https://www.tenderwizard.com/LIC)

D. Eligibility Criteria:

The Bidder has to submit the documents substantiating eligibility criteria as mentioned in the following table.

Bidder could be a System Integrator or Original Equipment Manufacturer (OEM). If any Bidder submits a bid on behalf of an OEM, the same Bidder shall not submit a bid on behalf of another OEM under the RFP.

S. No.	Eligibility Criteria	Documents to be submitted
1	The Bidder must be an Indian Company/ Partnership firm registered under the applicable Act in India.	Certificate of Incorporation issued by Registrar of Companies/ any other relevant authority with full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed, Copies of valid certificates for GST, Copy of PAN attested by authorized signatory of the company
2	The Bidder must have an average turnover of minimum Rs. 3 crores during three out of last five financial years i.e. FY22-23, FY21-22, FY20-21, FY19-20 and FY18-19.	<ul style="list-style-type: none"> • Details in the format given in Annexure-I • Copies of Audited Balance Sheet, Profit & Loss statement/ Certificate from Chartered Accountant for the last five financial years.
3	The Bidder should be a profitable organization on the basis of profit before tax (PBT) for at least 2 out of last 3 financial years mentioned in para 2 above.	If CA Certificate is submitted, UDIN number should be mandatorily included in it.
4	Bidder should have experience of minimum 5 years in providing the Software Solution/ services.	Copies of Purchase Orders or Certificate of completion of work.
5	The proposed solution should be implemented in at least 2 organisations in minimum of 25000 desktops in each organisation	Copies of Purchase Orders or performance certificate as per Annexure-II .
6	The Bidder (including its OEM, if any) should either be Class-I or Class- II local supplier as defined under this RFP.	Certificate of local content to be submitted as per Annexure-III .
7	Certificate confirming back to back arrangement with the OEM.	Copy of the Valid Certificates to be provided.
8	Status of past/ pending litigation, if any, by the bidder or against the bidder, indicating the up to date, correct and current status of the case	Brief details of litigations, disputes related to product/ services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/ blacklisting for breach of contract/ fraud/ corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head signed by authorized signatory. If no details are given, it will be treated as no-litigation or dispute and if any litigation/ dispute comes to light at a later date, appropriate action will be taken against the bidder.
9	Bidders should not be under debarment/ blacklist period for breach of contract/ fraud/ corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.	Bidder should give declaration in Annexure-I in this regard.

10	The bidder should submit an Authorization for the signatory nominated for signing of all the documents submitted in this RFP.	Copy of Board resolution appointing the authorized signatory and Power of Attorney, if required.
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All the documents/ proforma(s)/ Certificates should be signed/ attested by the Signatory of the Company authorized as per the Power of Attorney or as per the copy of the Board resolution appointing the authorized signatory.

Documentary evidence must be furnished against each of the above criteria along with an index. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

E. General Information and Instructions to the Bidders:

1. Compliant Bids / Completeness of Response:

- a) Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the bidder to all the terms and conditions mentioned in the RFP. All the terms and conditions of the RFP along with the Annexure(s), clarifications/ corrigendum(s) issued will be binding on the bidder and will also form a part of the purchase orders/ any resulting contracts, to be issued to the successful bidder as an outcome of this RFP Process.
- b) The responses to this RFP must be complete and comprehensive with explicit documentary evidence in support and the information should be submitted in the same format as per the Annexure(s) attached.
- c) Failure to comply with the requirements as set out within the RFP and failure to submit the bid as detailed in the RFP may render the bid non-compliant and the bid may be rejected.
- d) Rejection of non-compliant bid:
 - 1) LIC reserves the right to reject any or all bids on the basis of any deviation(s).
 - 2) 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.

2. Cost of Bidding:

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

3. Pre-Bid Meeting & Clarifications

- a) LIC shall hold a pre-bid meeting with the prospective bidders as stated in Activity Schedule. Maximum two representatives per bidder will be allowed to attend the meeting and the names of the attendees will have to be informed to LIC by the prospective bidder through the mail id for correspondence as mentioned in the Activity Schedule, two working days in advance. Representatives of the bidder(s) attending the pre-bid meeting will have to bring their company Identity Cards at the time of pre-bid meeting for verification.
- b) The Bidders will have to ensure that all their queries are submitted in one consolidated mail in a single excel sheet as per the format below, latest by the date & time mentioned in the Activity Schedule. Kindly note that file size should not exceed 1MB.

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

- c) Clarifications, if any, regarding the terms & conditions of this RFP, any error, omission or discrepancy found in this RFP document have to be obtained by the bidder till the pre-bid meeting 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.
- d) 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.
- 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 by issuing clarifications/ corrigenda.

Clarifications (if any) issued by LIC at any time before the due date of submission of the bid will become a part of the RFP document and would be notified on the official web-site of LIC (<http://www.licindia.in/Bottom-Links/Tenders.aspx>).

- f) In order to provide prospective bidders reasonable time for taking the clarifications into account, LIC may, at any time prior to the date of bid submission extend the date for the submission of Bids.
- g) Verbal Requests for clarification will not be entertained.

4. Instructions for Bid Submission

This is an E – Tender and hence Bids must be submitted “ON LINE”. The bidders should submit their Eligibility and Technical bids online i.e. through <https://www.tenderwizard.com/LIC> .The vendor must register for submission of their bid as specified in this document (**Annexure-VI**).

Bid Processing Fee as mentioned in the Activity Schedule must be deposited through online NEFT/RTGS to Account of “Life Insurance Corporation of India”. The bank details are given in Annexure-VII. The details of the transaction viz. scanned copy of the receipt of making transaction-UTR No and date of Transaction is required to be uploaded on e-procurement website at the time of “final online bid submission”.

The RFP response without the accompanying amount towards Bid Processing Fee is liable to be rejected. Registered MSEs are exempted from payment of bid processing fee, on submission of relevant documents to prove their eligibility for exemption.

If the submission to this RFP does not include all the documents and information required or is incomplete, the RFP is liable to be summarily rejected. The Bidder should submit their Bids along with required Annexures, Certificates and other required documents etc. as stated in the Section “Eligibility Criteria” or elsewhere in the RFP.

The bid including all documents and Annexure submitted as a part of bid or called for by LIC must be serially numbered, duly signed and stamped on each page of the bid document. Bid shall be signed by the duly Authorised 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.

Participation in this tender will mean that the bidder has accepted all terms and conditions and clauses of this RFP/ tender and subsequent modification(s) to this tender, if any.

The indicative prices are ONLY to be quoted in the commercial bid.

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

The Bidder should certify that the contents of the uploaded bid are the same as that provided by way of hard copy. In the event of a discrepancy, the uploaded copy details would prevail.

i. Eligibility Bid:

Documents required for Eligibility bid submission:

1	Non-refundable Bid Processing Fee Rs. 5,900.00(Rs.5,000.00+ GST 18 %) as per
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	Annexure-VII (bank account details for bid processing fee). MSEs are exempted from Bid processing fee.
2	Annexure-I along with the enclosures
3	Copy of Board resolution and Power of Attorney authorizing the signatory for signing the Bid
4	Pre Contract Integrity Pact in the format given as per Annexure-XI
5	Copies of Purchase Orders or performance certificate as per Annexure-II
6	Certificate of local content to be submitted as per Annexure-III .
7	EMD as per Annexure-XIII
8	Land Border declaration, as per format given in Annexure-XIV
9	Non-Disclosure Agreement (NDA) as per Annexure-VIII
10	Certificate of Incorporation issued by Registrar of Companies/ any other relevant authority with full address of the registered office along with Memorandum & Articles of Association/Partnership Deed attested by authorized signatory of the bidder
11	Copy of valid GST Certificate and PAN attested by authorized signatory of the bidder.

ii. **Technical Bid:**

Technical bid should be submitted as per format given in **Annexure-IV**. All documents submitted shall be signed by the authorized signatory.

Documents required for Technical bid submission:

1	Technical Bids (Annexure - IV) along with relevant brochures, certifications, undertakings, declarations.
2	Manufacturer's Authorization Form (MAF) in format given in Annexure-XII
3	Certificate from the Authorized 3rd Party for power saving solution

iii. **Indicative Commercial bid:**

The Indicative Commercial bid should be submitted as per format given in **Annexure-V**. All documents submitted shall be signed by the authorized signatory.

The price quoted under serial no. 1 of the Commercial Bid should be inclusive as a single license cost covering all the deliverables in the Scope of Work. Operating system and database licenses, other than those that will be provided by LIC should be included in the same. The cost should also include any other licenses which may be required during the contract period of 5 years, and the cost of the on-site resource. To arrive at the Total Cost of Operation (TCO), the price is to be quoted for 85,000 systems/ licenses for a period of five years.

The notional cost of the hardware resources, as given in the Indicative Commercial bid format, will be taken into account only to arrive at the Total Cost of Operations (TCO). No payment will be made for this line item.

5. Bid Currencies:

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

6. Late Bids:

Bids received after the date and time specified in the Activity Schedule will not be considered and will be rejected. LIC may, at its sole discretion change the date/ time of submission and LIC's decision in this matter will be final. LIC will not be responsible for non-receipt of Bids within the specified date and time due to any reason

7. Rejection of non-compliant bid

LIC reserves the right to reject any or all bids on the basis of any deviation(s). At any stage of Bid evaluation 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.

8. 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/ may not 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 prior to award of agreement without assigning any reason whatsoever without thereby incurring any liability to the affected Vendor(s) or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action. Reasons for cancellation will be determined by LIC at its sole discretion.
- d. LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. Decision of LIC will be final in this matter.
- e. 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.

Disqualifications

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

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

9. 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.

10. Pricing & Taxes:

- a. Price shall be **an all-inclusive price** exclusive of GST. Applicable GST will be reimbursed to the successful bidder in proof of having paid the said taxes on behalf of LIC. Vendor shall be entirely responsible for upfront payment of all applicable taxes and compliance with the respective tax authorities, in connection with delivery of products at site.
- b. The Vendor should not, under any circumstances, request for an increase in the prices once prices are approved by LIC. No price variation relating to increases in Government levies/ taxes/ cess/ customs duty & excise duty including any newly introduced taxes shall be permitted.
- c. Vendor will be entirely responsible for upfront payment of all applicable taxes like Central/ State levies, sales tax, excise duty, cess, license fees, road permits, service tax etc. in connection with the delivery of products at the site.
- d. GST shall be mentioned in the Invoices and shall be reimbursed as per actual on production of the original receipt in proof of having paid the said taxes on behalf of LIC.

- e. LIC will deduct taxes from the amounts due and payable to Bidder(s), wherever applicable.. Bidder(s) 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.
- f. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

11. Earnest Money Deposit

Bidders shall submit, along with the Eligibility Bid, Earnest Money Deposit (EMD) of Rs. 20 lakhs in the form of unconditional and irrevocable Bank Guarantee payable at Mumbai, which should be executed by a Nationalized/Scheduled Bank in the format given in Annexure -XIII valid for a period of 150 days from the date of opening of the Eligibility bid.

- EMD will be refunded to the selected Vendors only after submission of PBG by the selected vendors. No interest will be paid on the EMD.
- Relaxations to MSEs regarding submission of EMD will be applicable as per government guidelines. Preferences/benefits shall be given to MSEs in line with Public procurement policy for Micro and Small Enterprises (MSEs), 2012. To be eligible for the preference, supporting documents to prove eligibility for exemption must be uploaded for evaluation by the bidder
- The EMD of those Bidders who do not qualify for the supply of hardware, will be refunded to them without interest after the procedure for selection of Vendor is completed.
- The EMD submitted by the bidder may be forfeited in full or part , as decided by LIC, if:
 - a. The bidder qualifies and backs out of the L1 quotes.
 - b. The soft/ hard copies of the item specifications (technical and commercial) are not submitted or are not readable or only blank CD is submitted.
 - c. The bidder is found to be indulging in Fraudulent & Corrupt practices as defined in the relevant Clause mentioned in this RFP.
- Bids submitted without EMD or EMD not submitted conforming to above criteria, will be treated as nonresponsive and will be summarily rejected by LIC, if the Bidder fails
 - i. To sign the Contract; or
 - ii. To furnish unconditional and irrevocable LIC Guarantee towards the Performance Guarantee as mentioned in this RFP or
 - iii. To furnish Non-Disclosure Agreement (NDA) as per LIC's format (**Annexure VIII**).
- The Bidder withdraws or amends its Bid during the period of Bid validity.

12. Evaluation of Bids

The evaluation shall be done in two stages:

- ▶ Stage 1 – Eligibility and Technical bid evaluation
- ▶ Stage 2- Commercial Bid Evaluation

a) Eligibility and Technical Bid Evaluation:

- The bidders submitting all the required documents will be eligible for Commercial bid evaluation, only if all the documents are submitted and found to be in order.

During evaluation of the Tenders, the LIC, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted

The LIC reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the LIC shall be final and binding on all the vendors to this document and LIC will not entertain any correspondence in this regard.

- Technical bid evaluation will include technical information submitted as per technical Bid format, presentation of proposed Software Solution/ services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/ superior features of their Software Solution/ services. The Bidder will demonstrate/ substantiate all claims made in the technical Bid along with supporting documents to the LIC, wherever called for, the capability of the Software Solution/ services to support all the required functionalities at their cost in their lab or those at other organizations where similar Software Solution/ services is in use.
- During Bid evaluation, if any deviation is observed, LIC may call for clarifications/ confirmations and may decide to accept any deviation at its discretion and the decision of LIC in this matter will be final. However, this will be done before opening of indicative commercial bids.

b) Commercial Bid Evaluation:

- The commercial Bid of only those Bidders, who are short-listed after technical evaluation, would be opened.
- The quotes, have to be submitted in the Commercial bid format. Bidder should note that quotes should be in integer only (i.e. non decimal).
- The Bidder will have to compulsorily quote price for comprehensive software solution and all the related expenses.
- **Highest Bid (H1) Elimination Clause:**-If the number of bidders qualified in the commercial bid evaluation is more than three then bidder who has quoted highest amount (whose quote is highest in the Indicative Commercial bid) will be disqualified from participating in the ORA. In case of two or three qualified bidders, there shall be no elimination of H1 bidder. However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, irrespective of the number of bidders qualifying in the commercial bid.

13. Online Reverse Auction (ORA):

ORA will be conducted after the opening of the Indicative Commercial Bid. The date and time of the ORA will be informed to the eligible bidders subsequently. The business rules are given in **Annexure-XIV**.

- i. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by LIC's authorized service provider.
- ii. Shortlisted Bidders must have a valid digital signature certificate. Such Bidders will be trained by authorized e-Procurement agency for this purpose. Bidders shall also be willing to abide by the business rules for reverse auction. The details of business rules, processes and procedures will be provided to the short-listed Bidders.
- iii. The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the Reverse Auction.
- iv. Errors, if any, in the price breakup format will be rectified as under:
 - a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
 - b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
 - c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond

to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

- d) The Bidder should quote for all the items/ services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and/ or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the LIC reserves the right to reject all such incomplete Bids.

14. Preference to Micro and Small Enterprises (MSE):

Preference will be given to registered MSEs as per the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012. To be eligible for the preference, supporting documents to prove eligibility for exemption must be uploaded for evaluation by the bidder.

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

LIC will follow all the guidelines/notifications for public procurement by Government of India and CVC.

Preference to Make in India Guidelines on Public Procurement (Preference to Make in India), Order 2017;(PPP-MII Order) and revised order issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P45021/2/2017-PP(BE-II) dated 16.09.2020 will be applicable for this RFP.

Salient points of the order are reproduced below:

- I. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- II. If L1 is not a 'Class-I local supplier', the lowest bidder among the 'Class I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- III. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-1 local supplier' with next higher bid within the margin of purchase preference shall be invited to match the L1 Price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price; the contract may be awarded to the L1 bidder.
- IV. "Class-II local supplier" will not get purchase preference in any procurement.

A. Definitions

- a. "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percentage.
- b. "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
- c. "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.
- d. "Margin of purchase preference" means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.
- e. It is mandatory to submit **Annexure-III**: Certificate of Local Content as per Preference to Make in India. Bidder must be Class I or Class II or Class III local supplier for

participating in this tender.

B. Verification of local content

The 'Class-I local supplier'1 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification as per **Annexure-III** that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

16. Bid Validity Period

Bids shall remain valid for **120 days** after the date of Eligibility bid opening prescribed by LIC, in the Activity Schedule. However, LIC reserves the right to seek bidder's consent for extension of the period of Bid validity any time before the expiry of validity period as stated above. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended by the bidder. Such extension will not require modification of the bids already submitted.

17. Land Border Clause:

The land border clause is governed by the Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India. Bidders have to submit a self-declaration for land border clause, as per format given in **Annexure-XIV**, which shall form a part of eligibility criteria specified in this RFP.

18. Pre-Contract Integrity Pact

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP). The pact essentially envisages an agreement between the prospective bidders/vendors and LIC committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed in **Annexure-XI**.

Signing of the Integrity Pact with LIC on stamp paper of requisite value would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualifications for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/ bidder not signed the document or refusing to sign shall be disqualified in the bidding process.

F. Scope of Work:

The scope of work for this RFP includes supply, installation, testing, implementation and maintenance of the power saving solution along with other peripherals/ software components including third party components (if any), with all relevant licenses. The scope of work comprises of following points:

- a) **Hardware:** Computing resource (server) for implementing the solution shall be provided at LIC's on-premise Private Cloud on which per node physical cores are **48**.
- b) Operating system and database licenses, **other than the following** should be supplied by the vendor and cost should be included in the commercials.

Licenses available with LIC:

- RHEL Enterprise wide unlimited licenses
- MYSQL Enterprise wide unlimited licenses

The cost should include any other licenses which may be required during the contract period of 5 years, and also the cost of the on-site resource.

- c) The selected bidder has to provide the solution as per the technical specifications. Specifications

given are not exhaustive and he may quote higher configuration. However no weightage would be given for higher configuration.

- d) The agent deployment is to be done on maximum 85,000 devices (28000 Windows desktops and 57000 RHEL desktops) initially. The number may increase upto 25% during the project/ contract period. The payment will be made for the actual number of devices serviced during the period for which payment is being made.
- e) Support of One resident engineer is required at IT/BPR Department, Vile Parle, Mumbai on all working days during working hours of LIC to manage daily operations related to application and support.

The Engineer should be on the rolls of the vendor and proof of Provident Fund and other statutory remittances to the respective authorities should be submitted to LIC at the time of deployment of the Engineer.

In case of leave of resident Engineer, a backup resource should be available at LIC, failing which penalty as per SLA will become applicable.

f) Services to be delivered listed are listed below. These are not exhaustive and not limited to the following:

- i. Implementation of power saving solution.
- ii. Deployment of agents on all the desktops located in all the offices of LIC.
- iii. Support and Maintenance of all the related activities (Backup, Restoration & Troubleshooting of application, Middleware, Database, Operating system and other peripherals/software components including third party components (if any))
- iv. All system components, including third-party components, will be upgraded in a timely manner. Any necessary software changes will also be made at no additional cost to the organization.
- v. Issues should be resolved within 4 hours.
- vi. The bidder's support staff should be able to answer questions and resolve issues quickly and efficiently.
- vii. Training and knowledge sharing
- viii. Change and patch management
- ix. Meeting the Security, Compliance and Audit requirements in a timely manner including compliances to all security audits such as Configuration Audit, Vulnerability Assessment, Penetration Testing, etc.
- x. Documentation of SOPs, manuals, reports etc. pertaining to all components including third-party components (if any) as per the requirement of the organization
- xi. Daily health monitoring and report generation
- xii. BCP planning and conduct of DR activity
- xiii. Overall responsibility of monitoring and maintenance of software solution and the related infrastructure.

g) Requirements for integrating with existing infrastructure

Power saving solution provided by the bidder should be integrated with existing LIC IT infrastructure and operations. If at any point of time, it is observed that the solution violates the organization's cyber security policy, LIC may, at its discretion, disqualify the bidder and impose a heavy penalty. Bidder should ensure the compliance with the following points:

- o **Compatibility:** The power saving solution must be compatible with the existing system and infrastructure. This means that the solution must be able to communicate with the existing systems and devices, and it must be able to use the existing data and information.
- o **Security:** The solution must protect sensitive data, and it must prevent unauthorized access to the system. It should be non-intrusive.
- o **Scalability:** The solution must be able to be easily adapted to changes in the organization's needs.

- **Usability:** This means that the solution must be user-friendly, and it must be easy to learn and operate. It should not hinder the day to day operation of the user of the system
 - **Support:** The bidder must provide documentation, training, and support for the solution. An escalation matrix should be provided for escalation of issues to the vendor.
- h) **Deployment-**Production will have Primary and DR systems. One UAT setup has to be deployed for testing requirements of future system related changes, upgrades, application bug-fixes and new releases.
- i) **Place of Service-** Deployment of the solution and the Services of support engineer will be required at:
LIC of India, IT/BPR Department, Jeevan Seva Annex, Vile Parle(w), Mumbai - 400054.
- j) **Acceptance Testing and signoff:** The entire system will be tested, to ensure that the system is capable of catering to all the requirements mentioned in this RFP. After implementation, all the features specified in the scope of work, expected deliverables would be tested and acceptance would be given by LIC.
- k) **Training:** Bidder shall train specified LIC employees for operational management of the system. The Training shall be imparted at a location suggested by Central office IT Department (likely to be at Mumbai) for a team of around 10 persons. While all arrangements for the LIC employees will be made by LIC, the Bidder will have to ensure that training is imparted in a professional manner and proper course-ware is given to every personnel attending the training.
- l) **Documentation:**
- The bidder provide documentation covering Operation, System management, Configuration and Troubleshooting.
 - Bidder shall supply detailed "As Installed Drawings" after the completion of the project. This will also include a Printout of important configuration settings. The bidder shall supply an integrated manual for administration of the Power Saving Solution.
 - The documentation shall be updated as per the approved change/ configuration management and shall be submitted.
- m) **Audit, Inspection and Testing of Infrastructure and facilities of the bidder:** The bidder shall make available all necessary and relevant records, facilities access to their relevant systems and access to personnel for audit by the LIC or any representative authorized by LIC.
- n) The selected vendor shall provide the services of an authorized 3rd party power saving auditor to verify that the deployed solution is providing more than 20% power savings in desktops. And they must submit a quarterly report by an authorized third-party power saving auditor on the total power savings achieved.
- o) The requirement for, and participation in, audits and Inspection does not in any way reduce Bidders' responsibility to perform its obligations in accordance with the Contract
- p) This clause applies for the Contract Period including any extension period or till the termination or expiry of the Contract

G. Standard Terms & Conditions:

1. 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.

2. Project Duration

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

will be permitted.

The project duration may be extended by LIC for duration of 2 years with maximum two such extensions. The prices during the extended period may be fixed with the mutual consent of LIC and the vendor.

3. Non-Disclosure Agreement (NDA):

(To be submitted by the Successful Bidder Only): Successful bidder shall submit a duly notarized Non-Disclosure agreement on a stamp paper of INR 500/- (Rupees five hundred only) as per the format given in **Annexure-VIII** duly signed by the Authorized Signatory of the Company. **NDA is not required to be submitted at the bid submission stage.**

4. Performance Bank Guarantee (PBG)

- i. Unconditional & irrevocable PBG (As per **Annexure-IX**) to the tune of 10% of the L1 prices of total project cost approved shall be submitted by the selected bidder.
- ii. The Performance Bank Guarantee shall be submitted within 15 days from the date of intimation.
- iii. The PBG should be valid for the period **75 months**, including claim period of twelve months, from the date of submission of PBG. The PBG/ part thereof may be invoked for an amount that will be decided by LIC, when the bidder backs-out of any of his obligations as per this RFP.
- iv. The PBG will not carry any interest.
- v. In the event of any contract amendment, the Vendor shall, within seven days of agreeing to such amendment, furnish the amended PBG, valid for the duration of the Contract as amended, including warranty obligations contract as per the agreed terms & conditions.
- vi. In case of extension of the contract by LIC, the vendor should submit fresh PBG of the same amount or extend the validity period of the submitted PBG to cover the extended validity period of the tender within one month prior to the expiry of the earlier PBG, unless otherwise intimated by LIC
- vii. The PBG will be invoked in full or part (to be decided by LIC) in any of following eventualities Vendor's performance obligations including any warranty obligations under the contract during the period of contract:
 - The bidder fails to honor expected deliverables or part as per this RFP after issuance of PO.
 - Any legal action is taken against the bidder restricting its operations.
 - Any action taken by statutory, legal or regulatory authorities for any breach or lapses which are directly attributable to the bidder.
 - LIC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions
- viii. The performance guarantee will be discharged by LIC and returned to the issuing bank with intimation to the Vendor not later than 60 days following the date of completion of the Vendor's performance obligations including any warranty obligations under the contract.
- ix. PBG may be required to be submitted in multiple numbers, if required by LIC. In case the selected bidder fails to submit performance guarantee within the time stipulated, LIC at its discretion may cancel the notification placed on the selected bidder without giving any notice.

5. Obligations of the Selected Vendor:

The Vendor will supply the Services:

- i. With due care and to the best of the Vendor's knowledge and experience;
- ii. In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines;
- iii. In accordance with all applicable Laws;
- iv. In accordance with any reasonable directions given by LIC in relation to the Services;
- v. So as to meet the dates specified, promptly and without delay.
- vi. At Mumbai and other locations as required by LIC.

6. Deliverables and Timelines:

The Service levels under this RFP is mentioned in **Annexure-X-Service Level Agreement**.

7. General obligations of the Vendor

The Selected vendor will, at all times:

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

8. Warranties

The Vendor will have to represent and warrant that:

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

9. Access to LIC's Premises

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

10. Conduct at LIC's Premises

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

11. Subcontracting

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

12. Monitoring Progress

a) Progress Meetings

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

b) Reporting

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

13. Performance Assessment

a) Assessment of Services

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

b) Notice of non-compliant Services

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

c) Rectification of non-compliant Services

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

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

14. Personnel

a) Use of Specified Personnel

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

b) If the Specified Personnel are not available

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

The Vendor will:

- If requested by LIC, provide a replacement person of suitable ability and qualifications, having appropriate technical qualifications and experience equivalent or more than the replaced person, at no additional charge and at the earliest opportunity; and
- Obtain LIC's written consent prior to appointing any such replacement person.

c) LIC may Request Replacement of Personnel

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

15. Intellectual Property Rights (IPR)

a) Third Party Material

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

b) Rights in Vendor's Pre-existing IPR

All IPR including the existing documents and materials developed or otherwise obtained independent of the efforts of a party under this Agreement ("pre-existing work") including

any enhancement or modification thereto shall remain the sole property of that party.

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

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

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

Responsibility of the successful bidder

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

Liability of the successful bidder

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

i. IPR Warranty

The Vendor will warrant that:

- The Warranted Materials and LIC's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and
- It has the necessary rights to vest the Intellectual Property Rights and grant the licenses.
- There shall be no assignment or transfer of any Vendor's pre-existing IPRs (including any amendments, modifications or enhancements thereto) pursuant to this Agreement.

ii. Remedy for breach of warranty

If someone claims, or LIC reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights, the Vendor will ensure following, at the their expense:

- 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
- 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.
- The Vendor will indemnify LIC against all third-party claims of infringement of patent, Intellectual Property Rights, trademark, copy right or industrial design rights arising from use of the Vendor's Solution or any part thereof throughout the Offices of LIC, including but not

limited to the legal actions by any third party against LIC.

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

iii. Patent Rights and other litigation costs

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

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

16. Termination

a) Right to terminate

If Vendor fails to comply with the performance criteria defined in this RFP and, if any part of the service does not meet the specifications on three or more occasions, LIC may (in addition to its other remedies) terminate the Contract immediately by giving the Vendor written notice of 30 days.

b) Termination and reduction for convenience

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

c) Termination by LIC for default

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

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

d) Termination for Insolvency

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

compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to LIC.

In the event of termination under this clause, the office shall be liable to pay the vendor for all services performed up to the effective date of termination, less any penalties that may be due.

e) After termination

On termination of the contract the Vendor must:

- i. Stop work on the Services;
- ii. deal with LIC material as directed by LIC; and
- iii. return all LIC's Confidential Information to LIC

f) 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.

g) Termination does not affect accrued rights

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

i. Consequences of Termination of the Selected Bidder:

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

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

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

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

ii. Business continuity beyond contract period

At the end of the contract period the vendor shall support takeover of the solution by LIC or a new vendor selected by LIC for business continuity. Vendor will provide an export facility to obtain the data /knowledge in a usable format. The vendor shall render all reasonable assistance and help LIC and any new service provider engaged by LIC for smooth switch over and continuity of service.

h) Knowledge transfer

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

- i. Transferring or providing access to LIC to all information stored by whatever means held by the Vendor or under the control of the Vendor in connection with the contract; and
- ii. Making Specified Personnel and Vendor Personnel available for discussions with LIC as may be required. The time, length and subject of these discussions will be at the sole discretion

of LIC, provided that any matter discussed is not considered to reveal any Commercial-in-Confidence' information of the Vendor.

iii. The Parties agree that duration of Knowledge transfer will not be more than 90 days.

17. Indemnity:

a. Subject to Clause (b) below, Vendor 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 Vendor's negligence or willful default in performance or non-performance under the contract. If LIC promptly notifies Vendor in writing of a third party claim against LIC that any Service provided by the Vendor infringes a copyright, trade secret or Indian patents of any third party, Vendor will defend such claim at its own expense and will pay any costs or damages that may be finally awarded against LIC. Vendor will not indemnify LIC, however, if the claim of infringement is caused by:

- i. LIC's misuse or modification of the service;
- ii. LIC's failure to use corrections or enhancements made available by the Vendor;
- iii. LIC's use of the Service in combination with any product or information owned or developed by Vendor; or
- iv. 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, Vendor will at its expense and option either

- i. Procure the right for LIC to continue using it, or
- ii. Replace it with a non-infringing equivalent, or
- iii. Modify it to make it non-infringing.

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

b. The indemnities set out in Clause (a) shall be subject to the following conditions:

- i. LIC as promptly as practicable informs the Vendor in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- ii. LIC will, at the cost of the Vendor, give the Vendor all reasonable assistance in the 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;
- iii. If the Vendor does not assume full control over the defence of a claim as provided in this Article, the Vendor may participate in such defence at its sole cost and expense, and LIC will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of LIC will be included in losses to be indemnified by the vendor;
- iv. LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Vendor;

v. All settlements of claims subject to indemnification under this Clause will:

- 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
- include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

vi. LIC will account to the Vendor for all awards, settlements, damages and costs (if any) finally awarded in favour of LIC which are to be paid to it in connection with any such claim or proceedings;

vii. LIC will take steps that the Vendor may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

viii. in the event that the Vendor is obligated to indemnify LIC pursuant to this clause, the Vendor will, upon payment of such Indemnity in full, be subrogated to all rights and defences of LIC with respect to the claims to which such indemnification relates; and

ix. if a Party makes a claim under the indemnity set out under Clause (a) 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).

18. Support & Maintenance (Warranty) Terms and Conditions:

- i. Service Provider ensures that the technical quality and performance of the Services provided will be consistent with the mutually agreed standards. Support and maintenance for the solution shall be for a period of Five years from the date of acceptance.
- ii. Any defect found will be evaluated mutually to establish the exact cause of the defect. And Service Provider have to provide technical support to the office for related deficiencies.
- iii. It is the responsibility of the service provider at the time of delivery the Software or its component is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/ software being delivered as well as any subsequent versions/modifications delivered).
- iv. The Service Provider guarantees that it will be solely responsible for complying with all applicable labor laws in relation to its employees, agents, representatives, and subcontractors (if permitted). This includes laws relating to terminal benefits such as pension, gratuity, provident fund, bonus, or other benefits to which they may be entitled, as well as laws relating to contract labor, minimum wages, etc. LIC will have no liability in this regard.
- v. The Service Provider guarantees that it has full ownership of all intellectual property rights (IPR) in the software, copyrights, trade names, trademarks, service marks, logos, symbols, and other proprietary marks (collectively, "IPR") that it provides for use in connection with the Services to be provided under this Agreement. This includes any IPR owned by any of the Service Provider's vendors, affiliates, or subcontractors, to the extent that the Service Provider has the right to use such IPR.
- vi. Service Provider shall duly intimate to the LIC immediately, the changes, if any in the constitution of Service Provider.
- vii. The Service Provider guarantees that, to the best of its knowledge, as of the Effective Date of this Agreement, the Software does not infringe any third-party patents, copyrights, trademarks, trade secrets, or other intellectual property rights.
- viii. The Service Provider must ensure that all individuals who are engaged by or subcontracted to the Service Provider to provide the Services under this Agreement have undergone a thorough background check, police verification, and other necessary due diligence checks to examine their background and ensure that they are suitable for such engagement. No individual will be engaged by the Service Provider unless they are found to be suitable in such verification. The Service Provider must retain the records of such verification and must produce them to the IT/BPR department upon request.
- ix. During the Warranty Period if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance not due to causes external to the software, Service provider shall, at the LIC's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the LIC's operations within agreed time frame.

19. Force Majeure Clause:

- i. The Vendor shall be liable for any delay in execution or failure of their respective obligations under this agreement except for delay caused by occurrence of events beyond control of the Vendor((other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Vendor only), including but not limited to natural calamities, fire, explosions, floods, power shortages, acts of God, hostility, acts of public enemy, wars, riots, pandemic, strikes, sabotage, order/ action or regulations of government, local or other public authorities.
- ii. In case a Force Majeure situation arises, the Vendor shall immediately notify LIC in writing of such conditions and the cause thereof within one week and prove that such is beyond the control and affect the execution of the Purchase Order.
- iii. Unless otherwise directed by LIC in writing, the Vendor shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable

means for performance not prevented by the Force Majeure event.

- iv. If non-performance or diminished performance by the Affected Party due to the circumstances as per b) above continues for a period of more than 30 consecutive days, the other party may terminate the Contract immediately by giving the Affected Party written notice of 30 days.
- v. If the contract is terminated:
 - Each party will bear its own costs and neither party will incur further liability to the other
 - Where the Vendor is the Affected party, it will be entitled to payment for services Accepted or work performed prior to the date of termination of the contract.

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

20. Limitation of Liability:

Except in cases of criminal negligence or willful misconduct and in case of infringement of intellectual property rights, patent, trademark, copy right or industrial design rights arising from use of the Solution or any part thereof in any of the services supplied by the vendor and used/consumed by LIC both parties shall not be liable, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/ Vendor to pay liquidated damages to LIC and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract price with LIC under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

21. Disputes:

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

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. Parties agree that neither party shall be entitled for any preference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

In the event of any dispute or disagreement over the interpretation of any of the terms herein above, clarifications, annexure(s), etc. contained or claim of liability the same will be referred in writing to an arbitrator appointed by mutual consent of both the parties, whose decision shall be final and binding upon both the parties. Such reference shall be deemed to be a submission to arbitration under the Arbitrations and Conciliations Act 1996. The venue of arbitration shall be Mumbai. Subject here to the court in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts.

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.

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

22. 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.

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

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

Ambiguities within the Document

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

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

23. Fraud and Corrupt Practices

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

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

- i. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- ii. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- iii. "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

- iv. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Vendors with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- v. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of LIC who is or has been associated in any matter, directly or indirectly with the Selection Process or the Letter of Notification of Award or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of LIC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Letter of Notification of Award or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical bidder/ adviser of LIC in relation to any matter concerning the Project

24. Consequences of Termination of Selected Bidder:

LIC may, at any time, by a prior written notice of 30 days, terminate the contract or reduce the scope of the Services for non-performance or diminished performance or if any part of the service does not meet the specifications on three or more occasions.

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

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

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

If the scope of services is reduced, LIC's liability to pay the service charges or to provide LIC Material abates in accordance with the reduction in the scope of services

On termination of the contract the Vendor must:

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

Knowledge transfer-

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

a. Transferring to or providing LIC access to all information stored by whatever means held by the Vendor or under the control of the Vendor in connection with the contract; and

Survival

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

- Intellectual Property Rights;
- Indemnity;
- Security;
- Audit and access
- Knowledge transfer
- Warranty
- Insurance
- Confidentiality and privacy
- Protection of personal information

25. Information Security related Conditions of LIC:

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

I) Some of the key areas are as under:

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

II) Right to Audit:

- i. The selected vendor shall agree to get itself annually audited by external empanelled Auditors appointed by LIC/ inspecting official from the IRDAI or any regulatory authority, covering the risk parameters finalized by LIC/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to LIC and the vendor shall submit such certification by such Auditors to LIC. The vendor and or his / their outsourced agents /sub – contractors (if allowed by LIC) shall facilitate the same. LIC can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by LIC.

- ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by LIC or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to LIC regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies were observed. All costs for such audit shall be borne by the service provider/vendor. However, the travel and stay cost for LIC officials will be borne by LIC.
- iii. Service Provider further agrees that whenever required by LIC, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the LIC/ IRDAI and or any regulatory authority required for conducting the audit. LIC reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) & findings made on the Service Provider in conjunction with the services provided to LIC.
- iv. The requirement for, and participation in, audits does not in any way reduce Bidders' responsibility to perform its obligations in accordance with the Contract.
- v. This clause applies for the Contract Period including any extension period or till the termination or expiry of the Contract.

III) Security clearance

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

IV) Removal of LIC Data

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

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

V) Books and records

The Vendor will:

- a. Keep adequate books and records, in accordance with Indian Accounting Standards, insufficient detail, to enable the amounts payable by LIC under the contract to be determined;
- b. Also maintain and retain books and records as mandated by any other law and the same would be made available to LIC
- c. The Vendor will bear the costs of complying with the clause of books & records

H. Payment Terms:

1. The payment will be made through NEFT only. 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.
2. GST, wherever applicable, shall be mentioned in the Invoices submitted and shall be reimbursed as per actual on production of the original receipt in proof of having paid the

said taxes on behalf of LIC.

3. Payments will be made only on vendor completing all activities as per the SLA and submission of third party report on power saving.
4. The payment shall be made quarterly in arrears based on the number of desktops providing power savings as per the stipulated criteria. **The actual amount payable every quarter will be for the number of desktops serviced during that quarter.** This information should be available in the central console. Payment shall be made after adjusting the penalties, if any.
5. A report by an 3rd party audit firm of global repute/ Government organization certifying the accuracy of energy metering to be at least 90% accurate should be submitted, as and when required by LIC.
6. LIC reserves the right to temporarily withhold payments and impose penalty, if it is not satisfied with progress made during that period or if there is a delay in activity timelines.
7. Payment related objection must be raised in writing within 30 days from the date of release of payment. No such objection would be entertained beyond that period.
8. If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Vendor, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by LIC to the Vendor under the contract in case of over payment.

I. Service Level Agreement (SLA), Penalties

Successful vendor will have to agree to SLA and penalty clauses as given in **Annexure-X**. It will form part of the contract.

The penalty so calculated will either be adjusted with the payments or will be separately realized from the bidder.

The liquidated damages (LD)/penalties shall be deducted / recovered by LIC from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to LIC s right to levy any other penalty where provided for under the contract.

All the above are independent of each other and are applicable separately and concurrently. LD/penalty is not applicable for the reasons attributable to LIC and Force Majeure.

Executive Director (IT/BPR)

Annexure-I- Company Profile

RFP for Supply, Implementation and Maintenance of Power Saving Solution for Desktops
[Ref: LIC/CO/IT-BPR/HW/Power Saving/2023-24/03 Dated 07.09.2023]

1	Name of the Company				
2	Whether OEM, System Integrator, Hardware/Software Service Vendor?				
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.				
6	Date of registration of the Company alongwith the certificate.				
7	GST registration No. and date of registration				
8	PAN No. (Attach certified copy of PAN)				
9	Turnover of the Company:				
	Financial Year : (in Crores)				
	2022-2023				
	2021-2022				
	2020-2021				
	2019-2020				
	2018-2019				
	In the Power Saving related business since last 5 years (Yes/No). Please state the year from which in Power Saving business.				
10	Profit before Tax of the Company				
	Financial Year : (in Crores)				
	2022-2023				
	2021-2022				
11	Details of 2 organizations in which proposed solution is implemented(minimum of 25000 desktops in each organization)		Customer 1	Customer 2	
	Name of the Customer				
	Name of the Contact Person				
	Contact number				
	Total Number of Desktops Serviced				
	Year of implementation of the Project				
12	Details of Power Saving Solution Implemented				
	Name of the vendor who has implemented the solution proposed in	Name of the clients	Name and contact details of Sr. officer representing the client for the purpose of	Number of Desktops in which solution is installed	Whether the Project has been successfully executed as on date of bid submission (Date of completion of the Project)

	this bid		reference		
		1			
		2			
		3			
		4			
		5			
13	Bidder's Address for communication :				
	Line 1				
	Line 2				
	Name Of City				
	State				
	Postal Code				
	Email id				
	Phone no./ FAX no.				
14	Bank Details				
	Name of Bank				
	Branch				
	MICR Code				
	Type of A/C				
	Account No.				
	IFSC Code				
15	Bidder's Official Web Site (URL)				
16	Details about Certifications				
17	Any other relevant information not covered in the above points :				
18	We hereby confirm that we, M/s _____ have not been debarred by LIC or any public Sector organization as on date of submission of the bid.				
Enclosures:					
a). Attested Copies of the Purchase Orders along with the Certificate from the customers for the Purchase Orders attached.					
b). Power of Attorney or the copy of the Board Resolution appointing the Authorized Signatory.					
c) Cancelled cheque of the Bank Account along with the NEFT details.					

Annexure-II- Format for Submission of Performance Certificate

< Format of the Performance Certificate to be given by the Customer for the Purchase Orders placed with the Bidder to be submitted on the Letter Head of the Company.>

To whosoever it may concern

Particulars	Details
Company Details	
Company Name	
Company address	
Name of the contact person and designation	
Phone number of the contact person	
E-mail address of the contact person	
Project Details	
Name of the Project	
Start Date	
End Date	
Current Status (In Progress / Completed)	
Size of Project	
Number of desktops in which the solution is implemented	
Value of Work Order (In Lakh) (only single work order)	

Name & Signature of authorised signatory

Seal of Company

Annexure-III- Certificate of Local Content

<Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.>

Date:

To,

Dear Sir,

RFP Ref : LIC/CO/IT-BPR/HW/Power Saving/2023-24/03 Dated 07.09.2023

1. This is to certify that proposed _____ <product details> is having the local content of _____% as defined in the above mentioned RFP.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

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

Signature of Statutory Auditor/Cost Auditor

Registration Number:

Seal

Counter-signed:

Bidder

OEM

< Certified copy of board resolution for appointment of statutory/cost auditor should also be enclosed with the certificate of local content.>

Annexure-IV- Technical Bid

In the Technical bid Evaluation, a Bidder must comply with all the requirements as listed in the table below. Bidder(s) must submit their response in yes or no only, any compliance with qualified statement shall be treated as non-compliance.

Technical specifications of the solution which are mandatory are given below:

Sr. No	Mandatory Required Functionalities/ Features	Compliance (Yes/No)
1	The power saving solution should be capable of saving power on all versions of Windows and Linux operating systems, with minimum 20% power savings on actual power consumption. The product should have been certified by reputable third-party auditing/ benchmarking institutions to save more than 20% energy. Copy of certificate should be submitted along with the bid.	
2	The energy savings reported by the proposed solution should be capable of being independently verified and audited.	
3	The power saving solution should be capable of being installed silently on computers and should not affect day to day operation of the user.	
4	The power saving solution should be able to save power on computers that are actively running without interrupting their work and without putting them in standby or hibernation mode.	
5	The power saving solution should be designed to work in the background, so that it does not disrupt the end user's work or cause any problems with their computer.	
6	The software solution should be capable of being managed by a central console.	
7	Group based power policy management	
8	The power saving solution should be able to dynamically adjust power savings policies based on changes in user activity and environmental conditions.	
9	Dashboard for power management health check and reporting	
10	The uptime of the solution for any given period should be available in the console	
11	Solution services should be deployable in virtual servers	
12	Bidder must have rights to supply and license the product Copy of MAF from OEM should be uploaded. Wet ink signed MAF from OEM should be submitted by the selected bidder.	
13	Alert mechanism for threshold monitoring/ incident handling for important application/ system related events for notifying over email	
14	Data of number of devices serviced for a specified period should be available in the console	
15	Data of percentage savings in power should be available for individual devices and group of devices for any specified period in the console	

Name & Signature of authorised signatory:

Seal of Company:

Annexure-V - Indicative Commercial Bid Format

The price quoted under Sr. No. 1 of the Indicative Commercial Bid should be inclusive as a single license cost covering all the deliverables in the Scope of Work.

Name of the Bidder:

Sr. No.	Item	Licenses Rate for per unit of Desktop per year (exclusive of GST)		Total Amount in Rupees (exclusive of GST)
(a)	(b)	(c)		(d) = (c) * 5 * 85000
1.	Cost of Software Solution as per specification inclusive of all services defined in the scope of work @			
2.	Requirements for Virtual Server #	Quantity (e)	Notional Cost per unit (f)	Total Amount in Rupees (g)=(e)*(f)
i.	Number of vCPU Cores		10000	
ii.	RAM (in GB)		15000	
iii.	Storage (in GB)		20	
Total Cost of Project[(d)+(g)]				

The total number of desktops is considered as 85,000 only to arrive at the project cost.

@ - Operating system and database licenses, other than the following should be supplied by the vendor and cost should be included in the commercials.

Enterprise Licenses available with LIC:

- RHEL Enterprise wide unlimited licenses
- MYSQL Enterprise wide unlimited licenses

The cost should include any other licenses which may be required during the contract period of 5 years, and the cost of the on-site resource.

- The Server required for deployment of the solution will be provided on LIC's on-premise Private Cloud on which per node physical cores are **48**.

The bidder has to quote the number of vCPU cores, RAM in GB and Storage required in GB required for the solution at Primary, DR and UAT. The **notional cost** of the hardware resources, as given above, will be taken into account only to arrive at the Total Cost of Operations (TCO). **Please note that no payment will be made for Sr. No. 2 above.**

Annexure-VI- Online Tendering Guidelines

Information and Instruction to the Bidders for using ONLINE ELECTRONIC TENDERING SYSTEM (e-TS)

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

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

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

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

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

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

Obtaining a Digital Certificate and its Usage:

- On e-Tendering System, the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key. The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) are issued by an approved Certifying Authority, by the Controller of Certifying Authorities (CCA India), Government of India.
- The contractors may obtain Class III digital certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities on the portal <http://cca.gov.in>. or may obtain information and application format and documents required for issue of digital certificate from our Service Provider for Electronic Tendering System (ETS):

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

Help Desk Contact Details:

E-mail& Mobile Numbers:

sushant.sp@antaressystems.com - +91 9731468511

lokesh.hr@antaressystems.com - +91 9686115304

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

Submission of Bid Processing fees: (When Applicable)

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

Submission of Earnest Money Deposit: (When applicable)

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

Tender Download:

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

Submission of online bids:

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

- The bidders are required to prepare their bids on online e-Tendering Portal as mentioned above. During bid preparation, the bidders have to send their Public Key of DSC hence they are advised to procure DSCs at earliest to participate in the e- Tender. They are required to upload the scan copies of Demand Draft for Tender Document Fees and Earnest Money Deposit. Also, bidders are required to scan and upload any other documents related to their credentials and submit wherever asked online. The bidders have to prepare their commercial bid online during in this stage only and seal (Encrypt) and digital sign the online bid with their Digital Signature Certificates. The Bidders should take note of any corrigendum being issued on the web portal on a regular basis. They should view and note down or take a printout the Bid Hash submitted and ensure that it matches during "Re- Encryption of Bids" stage. The bidders will not be able to change their technical details and offer (rates) after expiry of due date and time on online portal.
- **Generation of Super Hash:** After the time of submission of Bid Seal (Hash) by the Contractors/Bidders has lapsed, the bid round will be closed and a "Digitally signed tender Super-Hash" will be generated by concerned LIC Department official. This is equivalent to sealing the tender box.
- **Re-Encryption of Bids:** Once the Generation of Super Hash stage is completed the Contractors/bidders have to decrypt their bids as they are in encrypted mode by their DSC and re-encrypt with Department user's Public Key which will be included in the e-Tender. During this process they need use their DSC for decryption of Bids and signing of Bid Hash once again for security. The electronic bids of only those Contractors/bidders who have submitted their bid seals (hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A Contractor who does not submit his bid seal (hash) within the stipulated time will not be allowed to submit his bid (Re-Encryption). This stage could be considered as transfer of control to LIC Department user.
- Pre-bid discussion with all applicants as per key dates to clarify doubts of potential bidders in respect of this RFP. Any prospective bidder may, in writing seek clarification in respect of the bidding documents, However, last date of submitting clarification request shall be 2 (two) days before the schedule Pre-bid meeting

Opening of Tender (Electronic offers):

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

Annexure-VII- LIC Bank Account Details

For Bid Processing Fees:

Bank Name	UNION BANK OF INDIA [ERSTWHILE COPROPRATION BANK]
Bank Address	UNIT 4C, GROUND FLOOR, MITTAL COURT PREMISE, OPPOSITE OF VIDHAN BHAVAN, NARIMAN POINT-MUMBAI.
Title of BankAccount	Life Insurance Corporation of India
Type of BankAccount	Current
Bank AccountNumber	510101006085031
IFSC	UBIN0902217

For Bank Guarantee:

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

Annexure-VIII- Non-Disclosure Agreement

<To be submitted by only the selected bidder>

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

This Non-disclosure Agreement (“NDA”) is made and entered into this _____ day of _____ in the year ____ BY AND BETWEEN

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

AND

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

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

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

WHEREAS,

the Respondent is aware that while responding to LIC’s **RFP for Supply, Implementation and Maintenance of Power Saving Solution for Desktops [Ref: LIC/CO/IT-BPR/HW/Power Saving/2023-24/03 Dated 07.09.2023]**, the Respondent may be gathering information on LIC’s Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/ development plans etc., (“Proprietary Information”) indicated as confidential by LIC and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of LIC.

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

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

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

The Confidential Information means information which may be in any form including but not limited to oral, written or printed information or Information in electronic form, data, studies, consultants reports, trade secrets, proformas and other financial and trade/commercial information, computer models and programs, contracts, plant designs and configurations, plant performance data or other material of any kind or nature in whatever form. Wherever, information is given orally, within 48 hours, the receiving party should receive the information in writing along with the confidentiality statement from the other party. It may be noted that all the information shared as a part of said RFP in the form of project documents, discussions on system architecture, data shared for the sole purpose of evaluating and finalizing the system configuration onsite shall be the sole property of LIC and shall be treated with the same degree of confidentiality as that of the respondent. Respondent will ensure that no breach of confidentiality occurs at its own Formatted: Font: (Default) +Body, Complex Script Font: +Body RFP for Power Saving Solution 2023 Page 45 of 66 premises as well as during and after the onsite engagement as a part of this project engagement.

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

- Distribute or disclose to any other person any of the Confidential Information;
- Permit any other person to have access to the Confidential Information;

Use the Confidential Information for any purpose other than the Permitted Use; or disclose to any other person:

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

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

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

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

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

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

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

Information that either is legally in either party's possession or publicly available to either party prior to the disclosure of such information hereunder;

Information that, subsequent to its disclosure hereunder, becomes publicly available to either party without any violation of this Agreement by either party;

Information that becomes legally available to either party on a non-confidential basis from any third party, the disclosure of which to either party does not, to either party's knowledge, violate any contractual or legal obligation such third party has to either party with respect to such information;

Information that is independently acquired or developed by either party which can be evidenced by written records; or information that is explicitly approved for release by written authorization of LIC.

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

No license expressed or implied in the Confidential Information is granted to Respondent other than to

use the information in the manner as is permitted in RFP or by LIC.

Respondent agree that Confidential Information is and shall at all times remain the property of LIC. Respondent acknowledge that the Confidential Information is confidential and material to the interests, business and affairs of LIC and that the disclosure thereof (other than as permitted

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

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

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

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

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

Upon the request of LIC, the Respondent, will within 7 days of receipt of such request, return or destroy all Confidential Information and any notes, correspondence, analyses, documents or other records containing Confidential Information, including all copies thereof, then in the possession of Respondent or its Representatives and shall certify the fact of having destroyed the Confidential Information in writing to LIC. Such return, however, does not abrogate the continuing obligations of Respondent under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

For and on behalf of

<Respondent Company>

<Address of Respondent> Authorized Signatory:

Name:

Designation:

Office Seal:

Annexure-IX- Format for Performance Bank Guarantee (PBG)

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

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

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

This Bank Guarantee will be valid for a period up to <for a **period of 75 months, including** claim period of twelve months from the date of submission>.

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

This Guarantee shall not be affected by any change in the Constitution of the Bank or the Supplier.

We hereby confirm that we have the powers to issue this guarantee in your favor under the Constitution and business procedure of the Bank and the undersigned is/are the recipient of authority by express delegation of powers and has/have full powers to execute this performance bank guarantee

Dated at _____ this ____ day of _____ 2023.

Sealed & Signed by the Bank

Annexure-X- Service Level Agreement

- i. The vendor will have to guarantee a minimum uptime of 99% calculated on a quarterly basis. Application availability should be 99% on 24x7x365.
- ii. The power saving should be greater than 20% in any desktop calculated during the quarter under consideration.

1. Penalties for down time of Solution

S. No.	Uptime Range	Penalty
1.	>=98% and < 99%	2% of the quarterly bill
2.	>=97% and <98%	5% of the quarterly bill
3.	<97%	10% of the quarterly bill

The uptime percentage would be calculated on a quarterly basis and the calculated amount would be adjusted from the payment for that quarter. The SLA charges will be subject to an overall cap of 10% of the quarterly bill and thereafter, LIC has the discretion to cancel the contract. If the vendor materially fails to meet an uptime of 97% for three consecutive quarters, LIC may have the right to terminate the contract. In case if there are no pending invoices to be paid by LIC to the vendor, the vendor has to submit a pay order/ cheque payable at Mumbai in favour of Life Insurance Corporation of India for the same within 15 days from the notice period from LIC . LIC reserves the right to recover the penalty due amount from the performance bank guarantee also.

2. Penalties for non-achievement of required power savings

In case software solution is unable to save the desired power savings above 20% on any particular PC/ desktop in a quarter, no license or subscription fee will be paid for those desktops.

This penalty is not applicable under the following conditions

- i) During the base lining period and up to four weeks after the application of power policy
- ii) For up to four weeks after the installation of the agent on a new machine or OS reinstallation or software agent installation

3. Penalties for absence of on-site Engineer

Penalty for absence per day will be Rs.2000.

Annexure-XI- PRE CONTRACT INTEGRITY PACT

(To be submitted on a stamp paper of Rs. 500/- by the Bidders and each page to be signed by authorized signatory)

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on the day of the month of 2023 between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (31 of 1956) and having its Central office at "Yogakshema" Jeevan Bima Marg Mumbai 400021 (hereinafter called the "Buyer" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the first part And M/s represented by Shri (hereinafter called the "Bidder/ Seller" 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 **Power saving solution for desktops** and the Bidder/ Seller is willing to offer/ has offered the stores/ services and

WHEREAS the Bidder 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/ services at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Bidders 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, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.3** All the officials of the Buyer will report to the "**Chief Vigilance Officer**" of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.** In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary

disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

3. Commitments of Bidders

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

- 3.1** The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2** The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or 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) /Provision 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 the Bidder's exclusion from the tender process.

4.2 The Bidder agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of Bidder, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

5.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the Buyer to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- (v) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such cancellation/ recession and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (vi) To debar the Bidder from participating in the future bidding processes of LIC for a minimum period of five years which any be further extended at the discretion of the Buyer.
- (vii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

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

Fall Clause:

The Bidder undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems having same scope of work, payment terms and all other applicable terms and conditions, at a price lower than that offered in the present bid in respect of any other Ministry/Department of the

Government of India or PSU and if it is found at any stage of Bidding process that similar product/systems or sub systems/items was supplied by the Bidder to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded

6. Independent Monitors:

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

Name addresses of the Monitors:

1. Shri Rajni Kant Mishra, IPS (Retd.)
Ex Director General in BSF
B-1801, Amrapali Sapphire, Sector 45,
NOIDA, Uttar Pradesh - 201303
Email address: rkm592002@yahoo.co.in & rkmishra84@gmail.com
Mobile No. – (+91) 97173-28500

2. Shri Arun Chandra Verma, IPS (Retd.)
Flat No. C – 1204, Amrapali Platinum Complex,
Sector - 119, NOIDA, Uttar Pradesh
Email address: acverma1@gmail.com
Mobile No. – (+91) 8130386387

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

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

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

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the **Executive Director (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 Chairperson, LIC and recuse himself / herself from that case.

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

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

6.9 If the Monitor has reported to the Chairperson, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairperson 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.

8. 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.

9. Law and Place of Jurisdiction:

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

10. 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.

11 Validity:

11.1 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.

11.2 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.

12. The parties hereby sign this Integrity Pact at on

BUYER

BIDDER

Name of the Officer:

CEO/Principal Officer/Director:

Designation:

Department:

Witness

Witness

1.

1.

2.

2.

Annexure-XII- Manufacturer Authorization form

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

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

Dear Sir/Madam,

Manufacturer's Authorization Form (MAF)

We, M/s _____ who are established and reputed OEM of _____ having office at _____ do hereby authorize M/s _____ (Name and address of bidder) to offer their quotation, negotiate and conclude the contract with you against the above invitation for the Bid. We hereby extend our commitment/ standard guarantee and comprehensive warranty as per terms and conditions of the above referred RFP and the contract for our solution quoted/ services offered against this RFP with _____. We also extend our back to back service support and assurance as per terms and conditions of the RFP to the bidder M/s _____ for a period up to 31st December 2028.

Dated at _____ this _____ day of _____ 2023.

Signature of the Company Secretary

Signature Name:

Designation:

Name & Address of the company:

Seal of the Company

Annexure- XIII- Format for Bank Guarantee/EMD

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

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

Whereas incorporated under companies act having its registered office at _____ is participating in RFP..... for is submitting this guarantee under the terms & conditions of the said RFP.

LIC need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee. This Bank Guarantee will be valid for a period up to _____ (for a period of 5 months from the date of submission) The Bank hereby covenants and declares that the guarantee hereby given is an unconditional ,irrevocable one and shall not be revoked by a Notice or otherwise.

This Guarantee shall not be affected by any change in the Constitution of the Bank or the Supplier.

We hereby confirm that we have the powers to issue this guarantee in your favour under the Constitution and business procedure of the bank and the undersigned is/are the recipient of authority by express delegation of powers and has/have full powers to execute this performance bank guarantee.

Dated at _____ this _____ day of _____ 2023.

Sealed and Signed by the Bank

Annexure-XIV: Declaration pertaining to Land Border clause

(This letter should be on the letterheads of the Bidder duly signed by the authorized signatories of the bidder and the OEM)

To,
The Executive Director (IT/BPR)
Life Insurance Corporation of India
Jeevan Seva Annexe 2nd floor,
SV Road, Santacruz West,
Mumbai - 400054

Subject: RFP for Supply, Implementation and Maintenance of Power Saving Solution for Desktops [RFP Ref: LIC/CO/IT-BPR/HW/Power Saving/2023-24/03 Dated 07.09.2023]

Dear Sir/Madam,

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

Dated at _____ this _____ day of _____ 2023.

Authorized Signatory of the Bidder

Name:
Place:
Designation:
Date:

Authorized Signatory of the OEM

Name:
Place:
Designation:
Date:

Annexure-XV - Business Rules, terms & conditions of Online Reverse Auction

Reverse Auction Terms and Conditions

A. Introduction:

Consequent to the release of RFP for Supply, Implementation and Maintenance of Power Saving Solution for Desktops [Ref: LIC/CO/IT-BPR/HW/Power Saving/2023-24/03 Dated 07.09.2023] and the evaluation of the Eligibility and Technical Criteria of the bidders and opening of Commercial Bids of eligible bidders, Online Reverse Auction will be carried out among the Bidders who are found eligible for ORA, by providing opportunity to the Bidders to quote the price dynamically for the said RFP.

Online Reverse Auction Price Basis:

Pricing basis shall be as per RFP Ref: LIC/CO/IT-BPR/HW/Power Saving/2023-24/03 Dated 07.09.2023].

The objective of the ORA is to derive the lowest price, i.e. the Total Cost of Ownership (TCO) for Request for Proposal for Supply, Implementation and Maintenance of Power Saving Solution for Desktops.

B. Definitions:

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

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

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

D. Bidding Currency:

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

E. Base Price and Decrement Bid Value:

1. Opening Base Price for Online Reverse Auction will be available to the bidders on their bidding screen at the start of the Reverse Auction.
2. The bidders must start with an amount equal to or lower than the Opening Base Price. Any subsequent bid modification should be allowed only when the quoted price is lower than the earlier one quoted by the respective bidder.

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

- Opening Price
- Current lowest bid in the auction
- Last bid price placed by the respective bidder.

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

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

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

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

G. Conclusion of Online Reverse Auction Process

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

H. Bidder's Obligation:

1. Bidder will not involve himself or any of his representatives in price manipulation of any kind directly or indirectly with other suppliers/ bidders.
 2. Bidder will not divulge either his bid details or any other details of LIC to any other party without written permission from LIC.
- I. Change in Business Rules, Terms & Conditions of Online Reverse Auction:
1. LIC reserves the right to modify/ withdraw any of the Business Rules, Terms & Conditions of Online Reverse Auction at any point of time.
 2. Modifications of Business Rules, Terms & Conditions of Online Reverse Auction will be conveyed through email immediately.
 3. Modifications, if any, made during the running of Online Reverse Auction event will be advised to participating bidders immediately.

Annexure XVI – Format of Agreement

(To be signed by the selected vendor with LIC)

This Agreement is made on this _____ day of _____, 2023 between

LIFE INSURANCE CORPORATION OF INDIA, a Company formed under section III of the LIC Act, 1956 having its Central Office at “Yogakshema”, JB Marg, Mumbai - 400021, (*hereinafter referred to as “LIC” and shall include its heirs, successors or permitted assigns*) of the First Part,

and

_____ a company registered under the applicable Indian acts, having its registered office at _____, (*hereinafter referred to as “the vendor” and shall include its heirs, successors or permitted assigns*) of the Second Part

LIC and _____ are hereinafter individually referred to as “Party” and collectively as “Parties”)

WITNESSETH:

WHEREAS

LIC had issued a Request for Proposal (hereinafter referred to as “RFP”) inviting bids from eligible bidders for “**RFP for Supply, Implementation and Maintenance of Power Saving Solution for Desktops**” bearing Reference **Ref: LIC/CO/IT-BPR/HW/Power Saving/2023-24/03 Dated 07.09.2023**, and subsequent clarifications/ corrigenda, for the purposes specified in the RFP.

- A. The vendor being desirous of taking up the project submitted their bid in response to the above referred RFP and for that purpose has submitted its eligibility, technical and commercial bids vide their proposal dated _____, and subsequent documents.
- B. LIC has evaluated the proposals submitted by the bidders and selected _____ as Hardware/Software Supply and Servicing Vendor for “**RFP for Supply, Implementation and Maintenance of Power Saving Solution for Desktops**”.

NOW, THEREFORE, in consideration of the aforesaid premises, and mutual rights and obligations, it is proposed to enter into an Agreement, which shall set forth the mutually agreeable terms and conditions under which LIC shall procure from the vendor, and the vendor shall supply and/or provide to LIC, the services and deliverables for the said project.

NOW, THEREFORE, in conclusion of the foregoing and other good and valuable consideration, as well as the covenants and understanding hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows :

1. Project Reference Documents :

The following documents shall be read as forming part of this Agreement:

- a) The Request for Proposal for “**RFP for Supply, Implementation and Maintenance of Power Saving Solution for Desktops**” bearing Reference **Ref: LIC/CO/IT-BPR/HW/Power Saving/2023-24/03 Dated 07.09.2023** and all Annexures.
- b) Clarification and any Modification to the RFP
- c) Non-Disclosure Agreement submitted by Vendor _____.

2. Empanelment Duration, Scope of Work and Time Lines :

- a) The Empanelment will be valid upto **31.12.2028**. LIC may, at its discretion, extend/ reduce the validity period of the empanelment for a maximum period of one year.

- b) LIC may also decide, at its discretion, to undertake a fresh empanelment exercise any time before the expiry of validity period.
- c) All existing RFPs and extension, if applicable/ Annual Maintenance Contract (AMC), if any, will continue to be valid till the validity period of respective RFPs/ agreements/ extension period, irrespective of this empanelment exercise.
- d) The scope of work and timelines will be as per the RFP and corrigenda and clarifications published by LIC.
- e) The vendor shall deliver all the requirements as specified in the RFP.

3. Miscellaneous :

- a) Neither party shall publicize nor disclose to any third party, without the consent of the other party, the terms and conditions of this Agreement, except as may be necessary to comply with any laws or other obligations in this Agreement.
- b) This Agreement together with the project reference documents as stated in paragraph number 1 constitutes the entire agreement between LIC and the vendor.
- c) No variation in or modification of the terms of the Agreement shall be made except by written amendment signed by both the parties. Neither party's failure to exercise any of its rights under this Agreement shall constitute or be deemed a waiver or forfeiture of those rights.

"IN WITNESS WHEREOF" the party of the First part and party of the Second part have hereunto set and subscribed their hand and seals hereunto affixed the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED

By _____

Of the within named Life Insurance Corporation of India,
 The party of the first part above named

Dated at Mumbai, on the _____ day of _____ 2023.

In the presence of:

- 1)
- 2)

SIGNED, SEALED AND DELIVERED

By _____

The constituted and authorized representative of _____, the party of the second part above named

Dated at _____, on the _____ day of _____ 2023.

In the presence of:

- 1)
- 2)