



Request for Proposal

For

1.	Empanelment of Vendors for Supply, Installation and Maintenance of Desktop Computers, All-in-One Desktops.
2.	Supply, Installation and Maintenance of Desktop Computers, All-in-One Desktops.

RFP Ref: LIC/CO/IT-BPR/HW/2023-24/04 Dated: 27.03.2024

**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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A. Definitions & Abbreviations:

1. Definitions

LIC	Means without limitation the “Life Insurance Corporation of India” (LIC), a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act 31 of 1956) having its Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai 400 021
RFP	This Request for Proposal Ref: LIC/CO/IT-BPR/HW/2023-24/04 Dated: 27.03.2024, inclusive of any clarifications/ corrigenda/ addenda to this RFP that may be issued by LIC.
Bidder	System Integrator/ Original Equipment Manufacturer/ an entity in its individual right and fulfilling eligibility criteria and submitting a proposal in response to this RFP.
Bid	The Bidder’s written submissions in response to the RFP signed by Authorized Signatory of the bidder.
Hardware Supply & Servicing Vendor (HSSV)	Any Bidder qualifying for both supply and servicing of the Hardware under this RFP will be empanelled as Hardware Supply & Servicing Vendor.
Service Partner	A company/ firm in its individual right appointed by the Empanelled HSSV for servicing the hardware supplied to LIC
Agreement	The written contract signed between the LIC and the selected vendor with respect to any/ all deliverables or services contemplated in this RFP and all the attached documents. The “Agreement” includes the RFP, all clarifications; addenda/ corrigenda issued by LIC, subsequent mutually agreed modifications to the RFP, response of the selected vendor to the RFP and the contract document itself.
Authorized Signatory	The person authorized by the company’s Board/ Managing Director/ Director for signing the bid documents on behalf of the company
Cost of Hardware/ Software item	Cost of the Hardware and its peripherals/ Software which is inclusive of all taxes and exclusive of GST only.
Day	Calendar Day
Working Day	Shall be construed as a day excluding Saturdays, Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned Local Bodies, State Governments or Central Government of India as applicable to the concerned LIC office
Clarifications	Means Addenda, corrigenda and clarifications to the RFP
Contract Value	For Selected HSSV, the Contract Value will be calculated by multiplying the quantities of all the line items, with the approved L1 price of all the line items after ORA.
L1 quote	Lowest price discovered through Online Reverse Auction
L1 Bidder	Bidder with L1 quote
Successful Bidder	The Bidder to whom LIC notifies the award of contract.
Vendor	Means the successful Bidder/s with whom LIC signs the contract for rendering of services required in the RFP.

Specifications	Means all the functional, technical, operational performance or other characteristics required of a product or service found in this RFP or any of the annexures or addenda/ clarifications/ corrigenda to the RFP.
Party and Parties	Each of the parties i.e. LIC and Selected bidder are collectively referred to as the 'Parties' and individually as a 'Party'
Law	Shall mean any act, notification, byelaws, rules and regulations, directive, ordinance, order or instruction having the force of law, enacted or issued by the Central Government and/ or the Government of any state or any other Government or regulatory authority.
Requirements	Shall mean and include the Capability, Characteristics, Attribute or Quality of systems as per the schedules, details, description and statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified and implicitly necessitated in the RFP.
Timelines	Wherever timelines have been defined as days, weeks, months, they will mean calendar days, calendar weeks and calendar months.
H1 rate	Highest of the quoted rates
H1 bidder	Bidder quoting the H1 rate
H1 elimination	Elimination of the bidder(s) quoting the highest price in the Indicative Commercial bid, if the number of technically qualified bidders is more than five

2. Abbreviations

Abbreviation	Description
#	Serial Number
AIO	All-in-One Desktop
AMC	Annual Maintenance Contract
AS (IT)	Assistant Secretary (IT), LIC of India
B & AC	Banc assurance & Alternate Channel
BFR	Brominated flame retardant
BO	Branch Office, LIC
BOM	Bill of Material
CD	Compact Disk
CLIA	Chief Life Insurance Advisor
CO	Central Office
CPCB	Central Pollution Control Board
CSDC	Centralized Service Delivery Centre
CST	Central Sales Tax
CZ	Central Zone
CZee	Customer Zone
DME	Domestically Manufactured Equipment
DO	Divisional Office
ECZ	East Central Zone
EMD	Earnest Money Deposit
EZ	Eastern Zone
GST	Goods And Services Tax
HCTM	Hardware Complaint Tracking Module
HSSV	Hardware Supply & Service Vendor
IM	Introductory Meeting
INR	Indian National Rupee
IT	Information Technology
MAF	Manufacturers' Authorization Form
MASH	Metro Area Servicing Hub
MDC	Management Development Centre, LIC
MS	Microsoft

Abbreviation	Description
NCZ	North Central Zone
NDA	Non-Disclosure Agreement
NZ	Northern Zone
OEM	Original Equipment Manufacturer
ORA	Online Reverse Auction
OS	Operating System
P&GS	Pension and Group Schemes
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Personal Computer
PDI	Pre Dispatch Inspection
PMA	Preferential Market Access
PO	Purchase Order
POC	Proof Of Concept
PVC	Polyvinyl Chloride
RFP	Request for Proposal
RHEL	Red Hat Enterprise Linux
RM (IT)	Regional Manager (IT)
SCZ	South Central Zone
SI	System Integrator
SLA	Service Level Agreement
SNR	Site Not Ready
SO	Satellite Office
SPCB	State Pollution Control Board
SPOC	Single Point of Contact
STC	Sales Training Centre, LIC
SZ	Southern Zone
VAT	Value Added Tax
WZ	Western Zone
ZO	Zonal Office
ZTC	Zonal Training Centre

Disclaimer:

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

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

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

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

Subject to any law to the contrary and to the maximum extent permitted by law, LIC and its Directors, Officers, employees , agents disclaim all liability from any loss or damage suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document and any addendum/corrigendum to it or conduct ancillary to it whether or not the loss or damage arise 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 responses through GeM portal (hereinafter referred to as "Bids"), to this Request for Proposal ("RFP") from all eligible bidders to meet the requirements set out in this RFP document.

The participation can be from:

- Original Equipment Manufacturer (OEM) of the Computer Systems & Peripherals for hardware supply & maintenance
- System Integrator (Channel Partner of OEMs) for hardware supply & maintenance

Either the System Integrator or the OEM himself can bid but both cannot bid simultaneously for the same line item.

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

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

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

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

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

Tender Details:

1. Price Bids have to be submitted online in GeM Portal. Any terms and conditions, counter terms etc. stated by the Bidder in his bid will not be binding on the Corporation. Unsolicited/ conditional discounts if offered by any party will not be considered and offers of parties offering such unsolicited discounts are liable to be rejected.
2. Online bids should be submitted on or before the due date of this tender. Bids not in the prescribed format are liable to be rejected. LIC does not take any responsibility for any delay in submission of online bids due to connectivity problem or non-availability of site and/ or other documents/ instruments to be submitted in physical form due to postal delay. No claims on this account shall be entertained.
3. It shall be understood that every endeavor has been made to avoid error which can materially affect the basis of the tender and the successful Bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on its account thereof.
4. Bids are liable to be rejected if there is any deviation from the tender document and its attachments. LIC may be contacted if any clarifications are needed by the bidders before submitting the bids.

5. In case of any clarification pertaining to the tender, the following personnel can be contacted via email:

Name & Designation	Contact Details
Ms Shubhada Gaikwad	Email id: co_ithw@licindia.com Phone: 022-67090453

C. Instructions to the Bidders

1. Activity Schedule

#	Activity	Details
1	RFP Reference & date	LIC/CO/IT-BPR/HW/2023-24/04 Dated:27.03.2024
2	Bid Processing Fee (non-refundable)	Non-refundable bid processing fee of Rs. 11,800 (INR 10000 + GST @ 18%) must be deposited through online NEFT/RTGS to the account of Life Insurance Corporation of India. The bank details are given in Annexure-VII. Bid Processing Fee exemption will be given for Micro and Small Enterprises as defined in MSE Procurement Policy (MSEs) order 2012, issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department. Bidders should submit relevant MSME/ NSIC certificate to LIC.
3	Address of LIC office for submission of hard copies of documents/ Pre-bid meeting/ bid opening	The Executive Director (IT/BPR), LIC of India, Central Office, IT/BPR Department, Jeevan Seva Annexe 2 nd floor, SV Road, Santacruz West, Mumbai – 400 054.
4	Last date and time for receiving queries on Bid	Thursday, 4 th April 2024
5	Pre Bid meeting	On Friday, 5 th April 2024, from 11:30 am to 01:30 pm in the meeting room LIC of India, Conference Room, Central Office, IT Department, Jeevan Seva Annexe, 3rd floor, S V Road, Santacruz (W), Mumbai – 400054. Only 2 representatives of the bidder will be allowed to attend the meeting and the names of the attendees will have to be informed to the mail id given, two working days in advance.
6	Bid Submission Date & Time	On Tuesday, 30 th April 2024, latest by 3:00 pm
7	Eligibility Bid opening date/ time/ venue	The Eligibility Bids will be opened by the Tender opening committee of LIC in the presence of the bidders/ representatives who choose to attend, at 3.30 pm on Tuesday, 30 th April 2024, at the above mentioned address.
8	Technical Bid Opening	The Technical Bids of the bidders who were declared successful after the Eligibility Bid Evaluation will be opened by the Tender Opening Committee of LIC on the notified date.
9	Commercial Bid	The Commercial Bids of the technically qualified bidders will be opened by the Tender Opening Committee of LIC on the notified date.
10	Mail-id for correspondence	E-mail ID: co_ithw@licindia.com
11	LIC's Official website	http://www.licindia.in

Important: The above schedule is tentative only and subject to change. Any change in the activity schedule will be notified through LIC's official website.

2. Qualification Criteria

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

3. Terms and Conditions

Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder

to all the terms and conditions mentioned in this RFP document and the contents of the RFP along with the Annexures/ Appendices/ Addenda, clarifications, corrigenda issued, if any, and the same will be contractually binding on the bidders. All these terms and conditions and the contents of the RFP along with the Annexures/ Appendices/ Addenda, clarifications, corrigenda issued will form the part of the purchase orders/any resulting contracts, to be issued to the successful bidder/s from time to time as an outcome of this RFP Process.

4. Cost of Bidding

The bidder shall be responsible for and bear all the costs incurred in connection with participation in the RFP process, preparation and submission of its bid, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of 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.

5. Relationship between LIC and the bidders

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

6. Information provided in the RFP

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

7. Bid Processing Fee

Eligible and interested bidders shall download the soft copy of the bid document containing all the Annexures and remit except Micro and Small Enterprises (MSEs) the Bid Processing Fee (non-refundable) of **Rs. 10,000 + GST @ 18% = Rs. 11,800 (Rupees Eleven Thousand Eight Hundred only)** to Life Insurance Corporation of India through NEFT. The details of the bank account are provided in Annexure -VII. The details of the transaction viz. scanned copy of the receipt of making transaction, UTR no and date of Transaction are required to be uploaded on GeM portal at the time of "Bid submission". Any bid submitted without the Bid Processing Fee will be summarily rejected.

8. Pre Contract Integrity Pact

The bidder shall also execute, on Rs.500 Stamp paper, a Pre Contract Integrity Pact with LIC, as per the format given in Annexure-VIII. The bidder shall upload a scanned copy of the Pre Contract integrity pact along with the bid documents. The original hard copy shall be submitted to the LIC Office along with original EMD Bank Guarantee [except Micro and Small Enterprises (MSEs)]. **Any bid submitted without the Pre Contract Integrity Pact will summarily be rejected.**

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

9. Pre-Bid Meeting & Clarifications

- a) LIC shall hold a pre-bid meeting with the prospective bidders as stated in Activity Schedule. A maximum of 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 bidder/ prospective bidder by email to the mail id for correspondence mentioned in the Activity Schedule, two working days in advance. The representatives of the prospective bidder(s) attending the pre-bid meeting will have to bring their company Identity Cards 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) Prospective bidders must submit any inquiries regarding the terms and conditions, or report any errors, omissions, or discrepancies in this RFP document, before the last date stated. Later on if any issue arises, LIC will consider the matter on the merits of the case and decide on the same, prior to the opening of the 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 will not be entertained by LIC.
- e) At any time prior to the last date of 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.
- f) 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/tenders>).
- g) 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.
- h) Requests for clarification on telephone by the Bidders or OEMs will not be entertained by LIC.

10. Earnest Money Deposit

Bidders shall submit, along with the Eligibility Bid, Earnest Money Deposit (EMD) of Rs. 48,00,000 (Rupees forty eight lakhs only). The EMD shall be submitted by way of unconditional and irrevocable Bank Guarantee, payable at Mumbai, which should be executed by a Nationalized/ Scheduled bank as per the format given in Annexure-IV, valid for a period of 8 months from the date of submission of Bid. A scanned copy of Bank Guarantee against EMD should be uploaded mandatorily during Bid submission stage.

- a) EMD will be refunded to the selected vendor only after submission of Performance Bank Guarantee (PBG). No interest will be paid on the EMD.
- b) 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.
- c) 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.
- d) The EMD submitted by the bidder may be forfeited in full or part, as decided by LIC, if:
 - i. In the case of a successful Bidder, the bidder qualifies and backs out of the L1 quotes.
 - ii. If the bidder fails
 - To sign the contract; or
 - To furnish unconditional and irrevocable Performance Guarantee as mentioned in this RFP; or
 - To furnish Non-Disclosure Agreement(NDA) as per LIC's format- Annexure-XVI
 - iii. In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in the relevant clause mentioned in this RFP.
- e) Bids submitted without EMD or EMD not submitted conforming to the above criteria will be treated as non-responsive and will be summarily rejected by LIC
 - i. The Bidder withdraws or amends its Bid during the period of Bid validity; or
 - ii. The Bidder makes any written statement or encloses any form which turns out to be False/ incorrect at any time prior to signing of Contract;
 - iii. Bidder does not respond to requests for clarification of its proposal.
 - iv. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
- f) In exceptional circumstances, LIC may seek the Bidders' consent for extension of the period of validity of bids. The request and the responses thereto shall be made in writing. In such a case, the EMD provided shall also be suitably extended. In such a case, the bidder may refuse this request

without forfeiting its bid security (EMD) unless it is the successful bidder who has been notified by LIC that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid.

11. Certificate for Local content

The bidder, at the time of submission of bid, shall be required to provide a certificate from the statutory auditor/ accountant or cost auditor/ accountant of the OEM giving the percentage of local content in the format given in Annexure-XIV.

12. 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 GFR 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India. Bidders have to submit a self-declaration for land border clause in the form of Annexure-V which shall form a part of eligibility criteria specified in this RFP.

13. Instructions for Bid Submission

This is a tender through GeM and hence bids must be submitted "through GeM only". The bidders should submit their Eligibility, Technical and Commercial bids through GeM vide GeM Bid Number: GEM/2024/B/4821569 dated 27.03.2024.

Bidders should submit their bids only if they agree to all the terms and conditions mentioned in the tender document.

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.

By submitting a bid on GeM, the bidder certifies that in connection with this RFP:

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

The bidder should not respond to this RFP/ quote for this requirement in consortium with any other partner. All such consortium bids will be summarily rejected.

The Bidders should submit their Bid along with the required documents and Certificates as stated in the RFP. 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. Submission must be made as per the provided formats/ templates.

Any material deviations in the formats/ templates may result in the rejection of the Bid. During evaluation of the bids, if any deviation is observed, LIC may call for clarifications/ confirmations and may decide to accept any deviation at its discretion. If any compliance or clarification sought by LIC is not submitted within 5 business days of being called for, the bids are liable to be rejected. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final and binding. However, this will be done before opening of indicative commercial bids.

The bid (all the documents and Annexures submitted as a part of bid or called for by LIC) must be signed on each page and stamped on each page by the person duly authorized to do so. Authorization by the bidder for the signatory shall be in form of a Power of Attorney or a duly certified copy of the Board resolution appointing the authorized signatory. The person signing the bid shall sign all pages of the bid, except for unamended printed literature/ technical data-sheet available in the public domain. The bid may be treated as legally void and will be rejected if Bid is not signed by the duly authorized person.

Ordinarily the bid shall contain no overwriting. Any interlineations, erasures or overwriting shall be valid only if the person signing the bid countersigns them. Overwriting/ correction in the commercial

bids are not permitted and any such overwriting in indicative commercial bid will lead to its rejection.

The bid may be treated as legally void and may be rejected if:

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

Bids should be submitted well before the closing time. Submitting the bid online in the last few hours before the bid closing time should be avoided in the bidder's own interest. Neither the Service Provider nor LIC will be responsible for any lapses /failure on the part of the bidder, in such cases. The Corporation will not be responsible for non-receipt of bids within the specified date and time due to any reason.

The Bidder should upload their bids along with required Annexures, Certificates and other required documents etc. as stated in the Section "Eligibility Criteria" or elsewhere in the RFP, on the GeM Portal in the following manner:

Eligibility Bid: The Scanned copies of Eligibility Documents should be submitted under the Eligibility Section while uploading the Bid in the GeM Portal.

Technical Bid: The Scanned copies of Technical Documents should be submitted under the Eligibility Section while uploading the Bid in the GeM Portal.

- a) The Bidder will have to compulsorily give compliance for the specifications defined in Technical annexure for technical specifications of each of the Hardware/ Software items.
- b) Bidder should clearly specify the exact make and model in the technical bid. Change in make and model will not be allowed after bid submission, during bid evaluation period. In case make & model is not clearly stated in technical bid, the respective model may be disqualified. Models quoted as "XXX" or "YYY" will not be accepted.
- c) Bidders will have to compulsorily bid for all items under the **Part-I, Part-II and Buyback**. Bidders have an option of quoting maximum 2 models for all the Part-I Items.
- d) The Bidder should quote only those products which will not be declared end-of- life during 12 months from the date of submission of the bid. In case any of the model(s), quoted by the bidder and approved by LIC, becomes end of life during the price validity period, the bidder shall provide a model of equal or higher configuration, if approved by LIC, without any escalation in cost. However, such request for change of model can be considered on payment of evaluation fees of Rs.5,000. LIC reserves the right to evaluate the model before approving the same.
- e) Against each item in the Technical bid specifications, the requirements stated are of minimum specifications expected, compliance to which is mandatory. Any request for the change in the specifications of hardware below the minimum specifications along with the terms and conditions of the RFP document, will not be accepted by LIC. However, in case the Bidder wishes to supply higher specification, the deviation has to be clearly mentioned in the Technical bid under the column "Deviation" and this may be accepted by LIC after evaluation. **In case the bidder wishes to supply a higher processor, he has to submit equivalence Certificate given by the OEM.** In case of non-submission of certificate the model/s may be disqualified/ not accepted by LIC. This will also be applicable to deviations/ change for supply of Models at a later stage during the validity period of the RFP.
- f) The technical specifications should be thoroughly checked by the bidder before quoting any model.
- g) The bidder has to submit Technical Brochures of the products with required information properly highlighted along with the technical bid.

Indicative Commercial Bid: The Indicative Commercial bids should be submitted under the Commercial Bid Section while uploading the Bid in the GeM Portal.

- a) The estimated quantities are mentioned in Annexure-Commercial. The quantities are indicative and may vary to the extent of +/- 25 % under each of the line item. However, the actual quantities will be as reflected in the Purchase Orders placed. Any additional requirement of Hardware items mentioned in the Commercial Bid may also come up during the price validity of the RFP.
- b) The bidder will have to compulsorily quote price for each line item under **Part-I, Part II & Buyback**, for the exact specifications called for in the Technical Bid and quotes for buy-back items as stated in **Annexure-Commercial**.
- c) Bidders should note that amounts quoted in the Indicative Commercial bid should be in integer

only (i.e. non decimal).

At the time of uploading the bids, if there are no separate sections for uploading the Eligibility Documents and Technical Documents, both Eligibility Documents and Technical Documents may be uploaded under Eligibility Documents section on GeM portal. However, technical bids will only be evaluated for those bidders who are declared successful in the Eligibility Bid evaluation.

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

Please note that prices must not be indicated in the Technical Bid, failing which the bid may be rejected.

During scrutiny of the technical bid, if any technical specification/s of any item is/ are changed by mutual consent to meet the requirement of LIC, all the Bidders will be informed of the same and asked to submit fresh quotation for that/ those item/s if any, in a separate submission.

14. Documents to be uploaded:

Eligibility bid:

- i. Bidder Profile in the format given in Annexure-I, along with the documentary evidences required as indicated in the table given in the Section "Eligibility Criteria".
- ii. Duly certified copy of the Board resolution appointing the authorized signatory or Power of Attorney authorizing the signatory for signing the Bid.
- iii. Certificate of Incorporation issued by the 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.
- iv. Copy of valid GST Certificate attested by authorized signatory of the bidder.
- v. Copy of PAN attested by authorized signatory of the bidder.
- vi. Copy of cancelled cheque.
- vii. Copies of valid ISO Certificates - ISO 9001:2015 and ISO 20000, of the bidder.
- viii. Self-declaration by the bidder on non-debarment by LIC, State or Central Government or their agencies/ departments or any other PSU as on date of submission of bid.
- ix. Location-wise details of offices in the format given in Annexure-II.
- x. Copies of Purchase Orders from customers for all the projects undertaken as provided in serial number 14 of Annexure I. Wherever Purchase Orders are not submitted, letters from the customers, on their letter heads, can be submitted. A sample format of the letter is given as Annexure-III.
- xi. Copies of Purchase Orders from customers or letter from customer as proof of OEM experience.
- xii. Copies of Audited Balance Sheet and Profit and Loss Statement/ CA Certificate for the financial years 2022-23, 2021-22, 2020-21, 2019-20, 2018-19.
- xiii. Scanned copy of EMD BG as in the format given as Annexure-IV. **Original to be submitted in hard copy before the last date for bid submission at the address given in the Activity Schedule.**
- xiv. Scanned copy of Bid Processing Fee receipt.
- xv. Land Border declaration, in the format given as Annexure-V.
- xvi. Undertaking of Warranty and AMC duly signed and stamped, in the format given as Annexure-VI.
- xvii. Scanned copy of Pre Contract Integrity Pact (executed on Rs.500 stamp paper) as per in the format given as Annexure-VIII. Any bid submitted without the Pre Contract Integrity Pact will summarily be rejected. **Original to be submitted in hard copy before the last date for bid submission at the address given in the Activity Schedule.**
- xviii. Undertaking for supply of technically qualified model in the format given as Annexure-IX.
- xix. Escalation Matrix comprising of Details of the contact person i.e. Name, Phone Nos., e-Mail ID.
- xx. Certificate from the Authorized signatory, stating only the current status of the pending litigations, if any, and not the details of the case/s. In case, there is no pending litigation, a certificate with NIL status should be submitted.

Technical bid:

- i. Technical Bids (Annexure – Technical Specification) along with relevant brochures, certifications, undertakings, declarations as specified in the Annexure.
- ii. Copy of Manufacturer's Authorization Form (MAF) from the OEM in the format given in Annexure-X. **The original MAF, duly ink signed/ digitally signed by the Authorised Signatory of the OEM, should be submitted to LIC at the address given in the RFP document.**

- iii. Declaration for PVC BFR free model in the format given as Annexure-XI.
- iv. ISO Certifications - ISO 9001:2015 and ISO 14000 Certifications from the OEM for the Models quoted by the Vendor – copies of the certificates to be uploaded.
- v. An undertaking in the format given as Annexure XII for ensuring the continuity of the ISO certification during the entire contract period.
- vi. Certificate from the processor manufacturer in the format given as Annexure-XIII.
- vii. Certificate from Microsoft stating the originality and genuineness of the Windows software supplied with the hardware under this RFP. **The original hard copy to be submitted to LIC at the address given in the Activity Schedule.**
- viii. Declaration and Certificate of Local Content- As per Annexure-XIV, duly signed by the competent authority, as per the Government guidelines.
- ix. RHEL Undertaking in the format given as Annexure-XV.

Indicative Commercial bid:

Indicative Commercial bid should be submitted as per the format given in Annexure-Commercial – Part-I, Part-II and Buyback.

Please note that Annexure – Commercial contains 3 sheets:

- Part- I: Quotes for all Hardware items as per the exact specifications stated in the Technical Annexure
- Part-II: Quotes for Select Hardware items/ Components / Software items
- Buyback: Quotes for Buyback

In the first sheet, Indicative Commercial bid for the desktop categories specified must be quoted by the bidder. **ORA will be conducted only for this.** L1 bidder will be decided after ORA.

In the second sheet, prices of the components/ software (referred to as Part II items) must be quoted by the bidder. **No ORA will be conducted for this.**

In the third sheet, the buyback rates for desktop must be quoted. **No ORA will be conducted for this.**

Please note that bidder has to compulsorily quote for all the three - prices for desktops, all line items under Part II items and buyback rates. L1 bidder for Part II items will be decided on the basis of indicative prices only i.e. lowest of Indicative Prices for all Part II items (total price for all line items as under Part II items) will be taken as L1 for Part II items. **All other bidders willing to participate in the ORA have to mandatorily match the L1 prices for Part II items, failing which bidders will not be allowed to participate in the ORA process.**

H1 bidder for buyback items will be decided on the basis of indicative prices only i.e. highest of total Indicative Prices for buyback items will be taken as H1 rate. The indicative quantities for buyback is given in the Annexure-Commercial. **All other bidders willing to participate in the ORA have to mandatorily match the H1 prices for buyback items, failing which bidders will not be allowed to participate in the ORA process.**

The orders for Part II items will be need based and will be placed with the bidder who has emerged as L1 bidder after the ORA process.

The above lists of requirements are indicative only. The bidder should refer to the bid document for all documents that are required to be submitted along with Eligibility and Technical Bid and Indicative Commercial Bid. The Annexures and their contents should be submitted as stated in the format only. The Bid may be rejected in case of non-adherence to any of the above instructions.

15. Language of Bid

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

16. Bid Currency

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

17. Bid Validity Period

Bids shall remain valid for 210 days after the date of bid opening. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period. However, LIC reserves the right to seek bidder's consent for extension of the period of validity any time before the expiry of validity period as stated

above. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended by the bidder. Such extension will not require modification of the bids already submitted. A bidder may refuse the request without forfeiting its EMD unless it is the successful bidder who has been notified by LIC that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid.

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

18. 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.

19. Procedure for opening of the bids

Bids received within the specified closing date and time will be opened through GeM. If bidder's representatives choose to attend the opening of the bids on the specified date, time and venue as given in the Activity Schedule, a maximum of 2 representatives from each bidder may attend.

- a) The date and Venue of the opening of the bids shall be as per the Activity Schedule. The representatives of the bidders should carry the identity card or a letter of authority from the bidder to identify their credentials for attending the opening of the Bids.
- b) The Eligibility Bid shall be opened as stated in the activity schedule and after completion of the evaluation of eligibility bid, the result of the bidders qualifying for the technical evaluation will be notified to the eligible Bidders.
- c) The Technical Bids will be opened and evaluated of the Vendors who become eligible after the completion of the eligibility bid evaluation. On completion of the Technical Bids evaluation, the list of short-listed bidders and the date, time & venue of the opening of their Commercial bids will be notified on the LIC website.
- d) The Indicative Commercial bid of the technically qualified short listed bidders will be opened by the Tender Opening Committee of LIC. The Online Reverse Auction (ORA) will be conducted after the opening of the Indicative Commercial Bid. The ORA will be conducted using GeM tools. The date and time of the ORA will be informed to the Bidders subsequently. If the number of technically qualified bidders is more than five, then **H1 elimination** (elimination of the bidder(s) quoting the highest price in the Indicative Commercial bid) will be applicable before proceeding for ORA. However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2020, irrespective of the number of bidders qualifying in the commercial bid.

20. Evaluation process

Evaluation of the responses to the bids and subsequent selection of the successful bidder will be entirely at the discretion of LIC and will be binding on the bidders. LIC's decision shall be final and no correspondence seeking clarifications about the decision shall be entertained. The evaluation of the bids will be done in three stages, as explained below:

a) Eligibility Bid Evaluation:

LIC will evaluate the bids submitted in response to the RFP and all supporting documents/ documentary evidences. The bidders will qualify in the eligibility bid evaluation, only if all the required documents are submitted and found to be in order. LIC may ask for meetings with the Bidders to seek clarifications on their bids.

b) Technical Bid Evaluation:

The technical bids of bidders who qualify as per the Eligibility Bid evaluation, will ONLY be evaluated. All the models quoted by the bidders will be evaluated for conformance to the technical criteria defined in Annexure-Technical. LIC may reject any model without assigning any reason and LIC's decision in this matter will be final.

Proof of Concept (POC):

During the technical bid evaluation it will be mandatory for the Bidder to submit the models quoted under Part-I items in the Technical Annexure for technical evaluation.

LIC will conduct a Proof of Concept (POC) of all the desktop categories to test for compliance to the Technical specifications (Annexure-Technical). POC will be part of the technical evaluation. The bidder has to provide the models quoted, as and when requested by LIC, for conducting the POC. The bidder has to install the PCs and demonstrate the compliance to all the technical specifications and the successful running of the LIC applications including biometric application and bilingual (English and Hindi) printing of outputs from LIC applications to Dot Matrix Printers (DMPs). All POCs have to be conducted in LIC's premises and the period of POC will be decided by LIC. All the required software will be provided by LIC. All the drivers required for the installation of above mentioned software will have to be provided by the bidder. It is compulsory that the model that will be supplied by the Vendor to all the locations will compulsorily be the same model on which successful POC was conducted at LIC premises. POC is part of the technical evaluation and if POC is not successfully completed before the date of the commercial opening, the particular model will be disqualified. In case the model(s) quoted by a bidder for any line item is/ are technically disqualified, the bidder shall replace it/them with model/s which is/ are of higher technical specifications without changing the Indicative Commercial bid. All supporting technical documents for all the new model/s offered should be submitted within three working days from date of intimation by LIC.

If the bidder is unable to supply a higher model/s as mentioned above, the bidder will be required to submit an undertaking in the format given under Annexure-IX within three working days from the date of intimation, for supplying one of the models that is declared successful in the technical evaluation after POC and approved by LIC. If the bidder fails to submit the undertaking before the opening of the commercial bid, the commercial bid of the bidder will not be opened. LIC's decision in this matter will be final.

Rejection of non-qualifying bids:

- LIC reserves the right to reject bids which are not qualifying in the eligibility evaluation or technical evaluation.
- LIC reserves the right to reject any or all bids on the basis of any deviation(s).
- Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.

During Eligibility Bid Evaluation & Technical Bid evaluation if any deviation is observed, LIC may call for clarifications and may decide to accept or not accept any deviation at its discretion and the decision of LIC in this matter will be final. However this will be done before the opening of the commercial bids.

If any compliance or clarification sought by LIC is not submitted within 3 working days of being called for, the bids are liable to be rejected. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final.

c) Commercial Bid Evaluation:

The commercial bid evaluation will be done in two stages i.e. Indicative Commercial bid opening and Online Reverse Auction (ORA). ORA will be conducted only for Part I items.

- i. The rate quoted under each line item will be multiplied by the respective quantity to arrive at the total cost for that line item.
- ii. The Grand Total will be arrived at by adding the total values of all the line items under Part-I, and Part-II from which the total value of the buyback items will be deducted to arrive at the net quoted value.
- iii. The second stage of the commercial bid evaluation for eligible bidders will involve Online Reverse Auction (ORA), which will be conducted through GeM. The GeM rules for ORA will be applicable for this RFP.

The L1 rate will be discovered based on the outcome of the Online Reverse Auction (ORA) for the Part-I items. There will be no ORA for Part-II and Buyback items. The L1 price of Part-II items and H1 price of the buyback items will be arrived from the Indicative Commercial bids, as detailed above in the section "Documents to be uploaded".

- iv. The overall TCO will be arrived at as follows:
TCO = L1 of Part-I items + L1 of Part-II items - H1 of Buyback items

Buyback Items: The minimum buy-back rate, for items as mentioned in the Commercial bid will be fixed by LIC. The Vendor shall quote the buyback rate not lesser than the fixed minimum value mentioned in the Commercial Bid. Where a bidder does not quote for any item, the fixed value for that particular item will be taken to arrive at L1 price. The quotes for the buyback items will be multiplied by the estimated buyback quantities as mentioned in commercial bid. The Buyback price will be inclusive of all the costs that may be incurred by the vendor for picking up the buyback hardware till the safe disposal of the hardware. The Buyback quantity mentioned in the Commercial Annexure will be subject to a variation of +/- 25% of the originally declared quantities.

21. 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.

Micro & Small Enterprises [MSEs]:

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time Following are the conditions applicable as per the Government of India Guidelines.

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

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

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

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

The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

22. Guidelines on Public Procurement (Preference to Make in India), Order 2020

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

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

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

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

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

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

The margin of Purchase preference shall be 20%.

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

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

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

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

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

Preference to local suppliers:

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

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

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

Verification of local content

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

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

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

- d) In case L2 bidder refuses to accept this offer within the timeframe provided by LIC, then same opportunity will be provided to L3 bidders to match the price quoted by L1 bidder and deliver and implement the entire solution.

23. Compliant Bids / Completeness of Response

- a) The responses to this RFP must be complete and comprehensive with explicit documentary evidence in support. Information should be submitted in the same format as per the Annexure(s) attached.
- b) Bidders are advised to study all the instructions, clarifications, terms, requirements, appendices/ Annexures and other information in this RFP document carefully. Submission of the bid/ proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- c) Failure to comply with the requirements as set out within the RFP and failure to submit the bid as detailed in the RFP may render the bid non-compliant and the Bid may be rejected.
- d) Bids with insufficient information to permit a thorough analysis may be rejected.
- e) LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- f) Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to waive/ modify any of the requirements of the bid, in, the best interests of LIC.

24. Rejection of non-compliant bid

- a) LIC reserves the right to reject any or all bids on the basis of any deviation(s).
- b) Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.
- c) If a bid is not responsive and not fulfilling all the conditions of the RFP, it will be rejected by the Corporation and may not subsequently be made responsive by the Bidder by correction of the non-conformity

25. Clarification on Bids

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

26. Contacting LIC

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

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

27. 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. Bidders will not be allowed to subcontract without written consent of LIC. Bidders will not be allowed to assign, in whole or in part, their obligations under the contract, to any entity without the written consent of LIC.

28. Right to terminate the Process

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

appears to be incorrect, inaccurate or inappropriate in LIC's estimation.

- g) Bids not conforming to the requirements of the terms and conditions may not be considered by LIC. However, LIC reserves the right, to waive/ modify any of the requirements of the BID, in, the best interests of LIC.

Disqualifications:

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

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

D. Eligibility Criteria:

All the bidders (including the bidders who were empanelled through earlier Hardware RFPs) will have to submit the required documents as per the Eligibility Criteria. The bidders who qualify the eligibility bid conditions will be empanelled as Hardware Supply and Servicing Vendor for PCs, AIOs and the bids of only these empanelled Vendors (HSSV) will be considered for the Technical Bid Evaluation. Eligibility Criteria for Empanelment as Hardware Supply and Servicing Vendor for PC, AIO is as follows:

#	Eligibility Conditions	Documentary Evidence Required
General		
1	The bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India, and having presence across the states of Goa, Gujarat and Maharashtra and should submit the GST registration for the State where their respective registered office and/ or billing offices are situated.	Bidder should submit Company Profile as per Annexure-I along with copy of Certificate of Incorporation, Copies of valid certificates for GST, Copy of PAN attested by authorized signatory of the bidder.
2	The bidder should not be debarred by LIC, State or Central Government or their agencies/ departments or any other PSU as on date of submission of bid.	Self-declaration duly signed by the Authorised Signatory.
3	ISO Certification: The bidder/ OEM should have the following ISO Certifications or their higher versions: i. ISO 9001:2015 Quality Certification (OEM and Bidder) ii. ISO 14001 Certification (OEM) iii. ISO 20000 Certification (SI)	Copies of valid ISO certifications and an undertaking as per Annexure-XII for ensuring the continuity of the ISO certification during the entire period of the contract, resulting from the RFP process.
Project Experience		
4	The bidder should have presence with their own offices in the states of Maharashtra, Goa and Gujarat.	Details of bidders own offices to be provided in the format as per Annexure-II.
5	The bidder should have executed projects for delivery, installation and maintenance of 4000 Desktops/ laptops (each year) in at least three out of last five years - 2022-23, 2021-22, 2020-21, 2019-20, 2018-19 in Government/ PSU.	The details of the projects undertaken to be submitted in Annexure-I, along with the evidence in the form of copies of Purchase Orders from customers/ letter from customers on their letter head. Sample format of customer letter is given in Annexure-III.
Project Experience of OEM		
6	The OEM should have service centres in the states of Maharashtra, Goa and Gujarat.	Details of service centres of the OEM to be provided in the format as per Annexure-II.
7	The OEM should have supplied a minimum of 5000 desktops/ laptops under a single RFP in the last 3 years.	Copies of Purchase Orders or letter from the customer.
Financial Strength of the Bidder		
8	The bidder should have minimum annual turnover of Rs. 18 crores in at least any three of the last five previous Financial Years - 2022-23, 2021-22, 2020-21, 2019-20, 2018-19.	Details should be submitted in Annexure-I, along with copies of Audited Balance Sheet/ CA Certificate for the relevant years.
9	The bidder should have positive EBITDA in at least three of the last five previous Financial Years - 2022-23, 2021-22, 2020-21, 2019-20, 2018-19.	Details should be submitted in Annexure-I, along with copies of Audited Profit and Loss Statement/ CA Certificate for the relevant years.

10	The bidder should have positive net-worth as per the latest audited financial statement.	Details should be submitted in Annexure-I, along with copies of Audited Balance Sheet/ CA Certificate for the relevant years.
Other criteria		
11	The bidders and the OEMs should not be from a country which shares a land border with India or, if from such a country, should be registered with the Competent Authority	Undertaking of Land Border Clause signed by bidder and OEM in the format given in Annexure-V
12	The models quoted in this RFP should have local content of minimum 20% i.e. Make in India Class I or Class II	Declaration from the statutory auditor/ accountant or cost auditor/ accountant of the OEM giving the percentage of local content in the format given in Annexure-XIV
Other documents to be submitted		
13	Authorization for signing the RFP documents	Copy of the Board resolution appointing the authorized signatory or copy of the Power of Attorney executed in favour of the authorized signatory.
14	Status of pending litigation, if any, by the bidder or against the bidder, indicating the up to date, and current status of the case	Certificate from the Authorized signatory, stating only the current status of the pending litigations, if any, and not the details of the case/s. In case, there is no pending litigation, a certificate with NIL status should be submitted.

All the documentary evidences submitted should be signed by the person(s) authorized to sign them.

E. Terms and Conditions

1. Empanelment of vendors:

- a) Only the bidders found suitable on the basis of “Eligibility Criteria” and / or on the basis of evaluation done by the LIC, will be empanelled as:

“Vendor for Supply, Installation and Maintenance of Desktops, All-in-One Desktops”

- b) The results of the evaluation will be published on our website <http://www.licindia.in/tenders>.

The bidders are advised to visit the above website for any information in reference to this RFP.

Once the panel is finalized as a result of this RFP, any request for changes to the panel will be considered only during the next RFP process.

2. Validity Period-

a) Empanelment

The Empanelment of the Vendors will be valid upto 31/12/2025. Although the validity of the empanelment will be upto 31/12/2025, LIC may, at its discretion, extend/ reduce the validity period of the empanelment for a maximum period of one year.

LIC may also decide, at its discretion, to undertake a fresh empanelment exercise any time before the expiry of validity period.

All existing RFPs and extensions, 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.

b) Approved Rates Under RFP

The rates of the Hardware items under the RFP, approved by LIC will be valid for one year after the conclusion of the Online Reverse Auction under the above RFP which will be informed to the Vendors after the Online Reverse Auction. The selected bidder should ensure that the hardware items/ software quoted will be available for supply for Purchase Orders upto the price validity informed by LIC as above. If, at any time during this period, those hardware items with the configuration quoted are not available, the vendor should supply hardware items with equivalent or higher configurations at the approved rates, subject to evaluation/ OEM certificate wherever required and LIC's approval. In case the hardware item has weight as one of the specifications, higher specifications would mean a lesser weight.

- c) LIC also reserves the right to reduce or extend the validity of approved rates for a maximum period of up to 120 days only.

3. Performance Bank Guarantee (PBG)

An unconditional and irrevocable Performance Bank Guarantee payable at Mumbai in the format given in Annexure-XVII, to the tune of 5% of the L1 prices approved of all Part-I items shall be submitted by the selected bidder.

The PBG shall be submitted within 21 days from the date of intimation/ letter issued for selection as Vendor. Failure to do so may attract a penalty of Rs.2,000/-per day, subject to maximum penalty of Rs.30,000/-.

The PBG should be valid for the period 78 months, excluding claim period. 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, including refusal to service the assets during the warranty period or take up AMC for the equipment supplied if decided by LIC. In case the selected bidder fails to submit performance bank guarantee even after the elapse of 40 days from the time stipulated by LIC. LIC, at its discretion, may cancel the allotment and it will be treated as vendor has backed out.

The PBG will not carry any interest.

The PBG may be required to be submitted in multiple numbers, if required by LIC.

In case of extension of the contract by LIC, the vendor should submit fresh PBG of the same amount or extend the validity period of the submitted PBG to cover the extended validity period of the tender. This should happen within one month prior to the expiry of the earlier PBG, unless otherwise intimated by LIC

The PBG will be invoked in full or part (to be decided by LIC) in any of following eventualities during the period of contract:

- i. The bidder fails to honour expected deliverables or part as per this RFP after issuance of PO.
- ii. Any legal action is taken against the bidder restricting its operations.
- iii. Any action taken by statutory, legal or regulatory authorities for any breach or lapses which are directly attributable to the bidder.
- iv. LIC incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

In the event of any contract amendment, the Vendor shall, within seven days of agreeing to such amendment, furnish the amended performance guarantee, valid for the duration of the Contract as amended, including warranty obligations.

4. Non-Disclosure Agreement

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

5. Pricing & Taxes

- a) Indicative Commercial Bids shall be all inclusive of taxes, duties, levies etc. but exclusive of GST.
- b) Vendor will be entirely responsible for upfront payment of all applicable taxes like Central / State levies, sales tax, excise duty, any cess, license fees, road permits, LBT, transportation and transit insurance etc. in connection with delivery of products at site.
- c) GST shall be mentioned in the Invoices and payments will be made as per invoices submitted. GST wherever applicable, shall be mentioned in the Invoices submitted along with the HSN codes 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.
- d) 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.
- e) However, if LIC decides to extend the validity period of the RFP, during the extended period, in case there is 5% increase or decrease of the Dollar rate, as on the date of placing purchase order, the approved prices can be revised for the purchase orders placed in the extended period, to the extent of 4% of the approved price as illustrated below, however it will be the responsibility of the bidders to indicate in their commercial bid, the hardware items which may have price impact due to dollar rate fluctuations:

Approved Price in Rs.	Dollar Variation from the date of Online Reverse Auction (Plus 5%)	New Approved Price in Rs. (in case of dollar appreciation)	Dollar Variation from the date of Online Reverse Auction (Minus 5%)	New Approved Price in Rs. (in case of depreciation of dollar)
100	5%	104	-5%	96

The dollar rate over which the revision may be considered will be the Dollar Rate as on the date of the Online Reverse Auction. The dollar rate will be fetched from the RBI website.

However, no upward revision in the rate may be considered till the vendor approaches LIC for the same. Apart from the above revision in the rates, any other request for change in approved rates shall not be considered.

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 there to.

6. Placing of Orders

- a) The total quantities to be ordered under this RFP may be subject to variation of up to 25% above or below of the originally declared quantities. However, the actual quantities may differ at the time of issuing the Purchase Order, depending on the circumstances prevailing at that time.
- b) LIC Central Office at Mumbai will place orders for all Hardware requirements of all departments of

Central Office and MDC. LIC's Western Zonal Office will place orders for all Hardware requirements of all offices in their jurisdiction. Purchase Orders will be placed through LIC's Purchase Order Module only.

- c) The date of the Purchase Order will be the date on which the Purchase Order is generated through the Purchase Order Module (PO Module) and sent to the Vendor. The Vendor should point out any discrepancy/ deficiency in the electronically generated Purchase Orders within five working days from the receipt of the Purchase Orders by email. Subject to this, the date on which the required information/ correction in the Purchase order is intimated to the Vendor, through mail would be deemed to be the date of acceptance of the Purchase order for the purpose of calculating the delivery period and penalty. The Purchase Orders electronically generated through the LIC's Purchase Order Module have to be checked by the Vendor at LIC's Vendor Portal for which access will be provided by LIC. It has to be ascertained by the Vendor that all the Purchase Orders have been received and acknowledged. LIC will not be responsible for non-receipt of the PO due to any mail server/ firewall etc., issues at the Vendor's end. The details of the Purchase Orders have to be regularly monitored by the Vendor in the Vendor Portal. If there is any discrepancy in the Purchase Orders appearing in the Vendor Portal and the one received by the Vendor through email, it should be immediately brought to the notice of LIC within five working days.
- d) Purchase Order for any Hardware may be issued by LIC in a staggered manner at any time during the validity period of the RFP depending on the existing situation. However the decision of LIC in this matter is final. Additional requirements may also come up as and when new offices are opened during the price validity period, for which POs may be issued.
- e) The Purchase Orders placed during the month should be compulsorily taken as an item in agenda for discussion during the structured monthly meeting held by the Vendor in the Zones/Divisions.

7. Pre-Dispatch Inspection (PDI)

The Vendor shall conduct a Pre-Dispatch Inspection for all Hardware items before delivery and shall upload the Inspection Certificate clearly stating the deviations in specifications or model if any, along with the Machine Serial Nos. on LIC's Vendor Portal. The machines shall be delivered only after clearance for delivery and installation is given by LIC. The Hardware Inspection format shall be available on the LIC's Vendor portal.

8. Acceptance Test on Delivery and Installation:

Each of the hardware delivered at the site will have to undergo an acceptance test, which shall be a part of the complete installation of the equipment/ machine and should be a part of the Installation report. The test shall necessarily check all the configuration, performance parameters as per the Technical specifications mentioned in the RFP and any further clarifications.

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

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

9. Payment Terms

- a) Payments will be made by the Central Office, Zonal Office and respective Divisional Offices under Western Zone for the orders placed.
- b) Payment will be made for the entire purchase order at one time and not in piecemeal.
- c) Efforts will be made to settle all payments within 21 days, for orders for which complete set of invoices along with all the supporting requirements are submitted. In case of hardware items under Part I of commercial bid:-
 - i. 70% of the payment will be made on delivery of the Hardware after the submission of Invoice cum delivery Challan or the Delivery Report (DR) which is generated online from LIC's Module at

the location where the hardware has been delivered.

- ii. 20% payment will be made on installation of Hardware delivered. The Installation Report (IR) will be generated online from LIC's Module at the location where hardware installation has been done and the installation details generated online will be available in the Payment Module of LIC which will be considered for release of installation payment on receipt of claim for Installation Payment from the Vendor. There is no need for submission of hard copy of the installation report.
 - iii. 5 % payment will be settled after lifting of the buy-back items and receipt of claim from the Vendor for the same and accordingly Buyback Amount along with the GST for the same will be deducted by LIC.
 - iv. The vendor will have to mandatorily submit a certificate of buyback hardware removal from the Hardware Module of LIC signed by the officer in-charge of the location from where the buyback hardware is lifted.
 - v. The payment will be subject to deduction of buyback price along with GST of the hardware items. The buyback schedule for pickup will be communicated to the Vendor by the respective Manager (IT)/ RM (IT)/ AS (IT) of the DO/ ZO/ CO as applicable.
 - vi. In case the Purchase Orders do not contain buyback hardware to be lifted then 5% payment will be settled to the Vendor along with the installation payment.
 - vii. The payment for the balance 5% will be made at the end of warranty period.
- d) In case hardware items procured under Part II of the commercial bid, 100 % payment will be made within 30 days of installation and submission of complete documentation whichever is later, if Purchase Order is placed only for Part II items. It may be noted that in case the Purchase order for Part II item is placed along with Part-I item, then payment terms as per Part-I items will be applicable.
- e) In case of all Software 90% payment will be made on delivery of the license. The license will be treated as delivered ONLY on receipt of the product key by LIC, through proper channel. The balance 10% shall be paid on successful installation of the software.
- f) The breakdown charges if any, during the warranty period as per the **Chart of Penalties** below which is accumulated after release of payment of balance 5% will be recovered by invoking the Performance Bank Guarantee available with LIC of the Vendor or any other payment due to the Vendor.

Hardware Type	Per day Breakdown charges up to 5 days	Per day Breakdown charges from 6th day to 10th day	Per day Breakdown charges from 11th day to 15th day	Maximum Penalty for Breakdown
AIOs, PCs	0.5% of the cost of hardware per day	1% of the cost of hardware per day.	2% of the cost of hardware per day.	20% of the Basic Cost of the Hardware item
Penalty for quarterly PM not done		0.5% of the of the cost of the hardware for which PM is not done		

If standby is provided during the breakdown of an asset then the penalties as per the above chart of penalties will cease to be applicable.

10. Warranty, Maintenance and Servicing

a) Warranty period:

- i. **Hardware:** All the Hardware items, as per specifications given in Technical Annexure-Technical, shall be under comprehensive on-site warranty covering all parts, peripherals and labor for a period of six years. **Warranty details should be reflected on the OEM Website/ Portal against the product serial number.** The Vendor is required to supply the original OEM manufactured spare parts and peripherals during the warranty period and not refurbished or white labelled items. If LIC desires, the selected Vendor shall enter into a comprehensive Annual maintenance Contract (AMC) with LIC, after the expiry of the Warranty period, at the rates prevalent then, at the Terms and Conditions of the AMC prevailing then. However, LIC reserves the right to revise these terms and conditions of the AMC in the best interest of LIC. The decision of LIC in this matter will be final.
- ii. **Software:** Warranty period for the media will be 30 days from the date of delivery of Media. If during the warranty period, the Media is found to be defective, the Vendor has to replace the Media CD at his own cost.

b) **Hardware Engineers:** There should be at least one dedicated Engineer posted for every 300

machines supplied by the concerned vendor, subject to minimum of one engineer being resident at the DO. However, if the number of machines is still less than 300, posting of a dedicated engineer at each Divisional Office premises is compulsory. Further the RM (IT) may prescribe the exact number of engineers Division-wise, based on the prevailing local conditions. The discretion totally vests with RM (IT) of the Zone.

If the selected bidder fails to post dedicated engineer(s) as above, within three months from date of placing of purchase order of Hardware, a penalty of Rs.500 per day per engineer subject to a maximum of Rs.10,000 per Division will be applicable and will be recovered from any payment due to the bidder.

The details of the engineers appointed should be shared with the Secretary (IT/BPR)/ Regional Manager (IT)/ Manager (IT), at CO/ ZO/ DO, respectively. The selected Bidder shall directly be responsible for managing the activities of its personnel and will be accountable them.

1. The Vendor shall be fully responsible for the servicing of the hardware at the place of delivery, for a period of 6 years of warranty period from the date of installation.
2. The Bidder should have a 24 x 7 Centralized Service Delivery Centre (CSDC), details of which should be provided in Annexure-I.

c) Terms & Conditions for maintenance of Hardware & Software during the Warranty period

- i. During the warranty period, any breakdown should be resolved within the timelines defined in the Service Level Agreement (SLA), failing which penalties as defined in the Chart of Penalties above will become applicable.
- ii. For any breakdown of AIO, the same should be resolved within 7 working hours from the call booking in LIC's HCT Module and if it is not resolved within 7 hours, standby of equivalent or higher configuration should be immediately provided. Further, if the breakdown complaint is not resolved within 5 working days, the same should be replaced within a period of 5 working days from the date of complaint booking, with a new AIO Desktop. For delay in providing immediate standby and/or delay in replacement beyond 5 days, the SLA as defined in the Chart of Penalties above, will become applicable. In case, standby is not provided and also the replacement is not done within 5 working days, penalty will be charged separately for standby not provided and for replacement not done within 5 working days, as per the Chart of Penalties above.
- iii. During servicing, whenever required, the Vendor has to install original OEM manufactured spare parts of same or higher configuration (subject to compatibility) and not refurbished items.
- iv. During the period of warranty it will be mandatory on the part of the Selected Vendor to carry out Onsite Preventive Maintenance (PM) once in every quarter. On completion of the PM, the Vendor's Engineer should ensure that the PM details are updated in the Module. It is recommended that the PM should be spread throughout the quarter instead of being concentrated during a brief period in each quarter. Also, there should be at least one month gap between two PMs of same machine; otherwise it will be treated as PM not done. The PM will generally include the following but is not limited to:
 - De-fragmentation wherever necessary, dusting and cleaning of monitor, keyboard, mouse etc., domain joining of PCs, Installation/ Updation of Corporate Antivirus, Asset Management Tool.
 - Any other Servicing/ maintenance/ up-gradation jobs which may be entrusted to engineers from time to time by LIC.
- v. Penalty of 0.5% of the cost of the hardware item will be charged every quarter per device, if the Preventive Maintenance is not done. Penalty for PM not done will not be charged for the quarter in which the machine has been delivered/ installed. The penalty will be recovered from any amount due to the Vendor at any office of LIC. However, if the failure to carry out the PM was because LIC could not make the systems available, this penalty will not be charged. A certificate to this effect should be obtained from the LIC's authorized Officials.
- vi. Warranty should not become void if LIC buys any other supplemental hardware from a third party and installs it in these machines in the presence of the representative/ engineer of the Vendor. However, the warranty will not apply to such third party hardware items, if installed.
- vii. If the damage to the hardware is due to the power fluctuations or due to external factors, LIC would bear the cost of the parts damaged but the onus of proving this will be on the Vendor. However, the Vendor will be required to provide immediate system/ solution as standby with same configuration or higher and with all services restored as if it is a normal breakdown.
- viii. In case of partial/ full damage or loss of the equipment due to reasons beyond the control of LIC,

like theft, fire, floods etc., then the Vendor should supply working standby equipment with same configuration or higher with all services restored, as if it is a normal breakdown.

- ix. Monthly rental of 5% of basic Hardware cost will be payable to the Vendor for the equipment supplied as standby until such time the new hardware is received by the location and installed, after which the rental will cease. If the Vendor does not provide standby equipment, the penalties as per Chart of Penalties will be imposed.
- x. Whenever any Hardware equipment is taken out of LIC site for repair, the same hardware has to be returned after repair unless it is declared to be irreparably damaged. When any Hardware equipment is taken out of an LIC Office for repair, the vendor shall make all arrangements for removal of the equipment, transit insurance, its transportation to the workshop and back to LIC's site and its re-installation. Insurance of such equipment also has to be arranged by the Vendor and all expenses for the above shall be borne by the Vendor. The Vendor shall hand over and reinstall the systems in 100% working condition after repair/ maintenance within 30 days, after repair/ maintenance. Thereafter, the Vendor shall reinstall the same machine after repair unless it is declared to be irreparable.
- xi. In the event of replacement of the system or any part thereof, it should be done with an equipment/ part, equivalent or of higher configuration and not refurbished items which is compatible with the system.
- xii. Wherever any system has to be shifted from one LIC location to another, as decided by LIC, the Vendor is required to uninstall/ reinstall and maintain the system/s at the new location, without any extra cost on account of reinstallation. The packaging of the Hardware and the transportation along with the transit Insurance will be done by the respective Divisional Office/ Zonal Office and the cost of the same will also be borne by LIC.
- xiii. Service Engineers/ Representatives of Vendor shall invariably carry their identity cards with them, without which they will not be allowed to access LIC's Systems. Service Engineers of the Vendor shall have access to the Computer Systems/ Peripherals only after obtaining clearance from LIC's authorized officials. No component of the System/ data/ log information will be taken out of LIC's premises without the clearance from LIC's authorized Officials. If the service engineer has indulged in any unlawful activity, pilferage or any criminal misconduct, he will be removed from the location and will not be allowed to render service at any other location of LIC. The Vendor will have to provide a new service engineer within 15 days of receipt of complaint by the respective CO/ ZO/ DO location.

d) Booking of Breakdown Complaints:

- i. LIC has its own Hardware Complaint Tracking Module (HCTM) through which the breakdown/ other complaints will be booked by the user of the machine.
- ii. Mails/ messages for hardware breakdowns will be sent from the HCTM. The selected Vendor will be provided access to LIC's Vendor Portal through which Breakdown Complaints can be monitored.
- iii. The downtime/ breakdown period will be reckoned from the date and time of logging of the complaint through the HCTM. Complaint ID no. allotted by the module will be the reference no. for any query in this regard. However, for breakdown calls booked after 5.30 pm on a working day, it will be treated as a call booked on the next working day at 10.00 am.
- iv. For complaints not booked through module in rare circumstances which must have arisen due to unavoidable situations, the Vendor should ensure that the details of such breakdown attended are properly recorded in the online Call Closing Report (CCR) with complete details.
- v. Complaint(s) will be deemed to be resolved if Online CCR in the LIC's HCTM is closed. Details will be entered in the online CCR by the service engineer and authenticated by the user/ programmer of respective LIC Office. System date and time will be taken for closure. However if for any reasons like non connectivity to the system or due to non-access to the system by the Vendor engineer for closing the calls in the HCT module, the servicing engineer of the Supply Vendor should record the call closure in the manual call register on the letter head of the Vendor with the signature of the Vendor Engineer and the signature of the user. Subsequently, the manual call register has to be used by the vendor engineer and user for closing the calls in the HCT Module.
- vi. The breakdown call will be treated as closed permanently after validation by User/ Manager (IT)/ Assistant Secretary (IT) at DO/ ZO/ CO of respective LIC Office, in the online CCR.
- vii. Penalty will not be charged if the delay in servicing is due to the reasons attributable to LIC,

but the onus of proving this will be on the Vendor.

11. Service Level Agreement (SLA):

- a) The systems should be maintained in working condition as mentioned in the “Warranty & Maintenance” Clause above. The resolution time for all Breakdown Complaints, is given below:

Hardware	Class of City	Office	Resolution Time
AIO	All	All	7 Working hours
PC	Class A	All Zonal Offices All Divisional Offices All BOs/ SOs / other units/ offices at Divisional HQ and BOs /SOs /other units/ offices having <= 4 hours travelling time from DO premises by bus/ train	Next Working Day
PC	Class B	All BOs/ SOs / other units (offices) other than Class A and Class C	Next to Next Working Day
PC	Class C	All BOs situated in the hilly regions of NE states, J&K, Uttarakhand, HP, Andaman & Nicobar and where Special Area Allowance is payable by LIC. Manager (IT) may however include other branches in the concerned States in this category if deemed necessary.	Next to Next Working Day + 4 Working Hours

List of branches under class A, B & C will be available to the Vendor in the HCT module under Engineer’s login option.

- b) No breakdown charges will be deducted if the complaint is resolved within the resolution time specified in the above table. In case the breakdown complaint is not resolved within the resolution time stated in Table above, penalty for breakdown for various Hardware items mentioned in the Chart of Penalties will become chargeable.
- c) The penalties will be charged from the time of lodgment of the complaint. 1 day means the completion of 24 hours from the time of lodgment of the complaint for the first day, but any part of the day thereafter will be considered as a full day.
- d) Only working days of LIC will be included for the calculation of penalty.
- e) If the breakdown of any warranty machine persists for beyond three months, then the Vendor will be required to replace the machine/ equipment at no cost to LIC, within 30 days from the last failure. However, penalties for breakdown as per SLAs defined in the RFP will be applicable till the hardware is replaced or standby machine provided by the Vendor.
- f) If, during the warranty period, any equipment has a hardware failure on five or more occasions in a quarter, it shall be replaced by a new machine of equivalent or higher configuration by the Vendor at no cost to LIC within 30 days from the date of last failure. However, till the replacement, the original equipment has to be kept in running condition by providing a standby hardware and all services restored. Penalties for breakdown as per SLAs defined in the RFP will be applicable if no standby is provided.
- g) When any hardware is declared as irreparable by the vendor, due to reasons other than those attributable to LIC, the vendor has to provide a permanent replacement of the hardware with a machine of equivalent or higher configuration within 30 days of reporting the problem. Till that time a standby has to be provided by the vendor. The hardware provided as permanent replacement should be of the same or higher configuration. Documentary proof giving the above details of the replaced hardware should be provided to LIC for record and deciding if it is acceptable.
- h) Extension of warranty/ replacement of equipment will not be applicable if the breakdown is due to reasons attributable to LIC. However, the onus of proving the same would be on the Vendor.
- i) The penalties as applicable will be recovered from any payment due to the Vendor. If no payment is due then the same will be recovered by invoking the Performance Bank Guarantee. However if any penalty becomes due after the expiry of the PBG due to late installation of the hardware, then a PBG to the tune of the cost of the hardware items beyond that period will be taken till the last warranty machine comes out of warranty plus one month. On receipt of the said PBG the original PBG (taken for 78 months) will be released. The breakdown charges can also be remitted by the Vendor at the

cash counter of LIC/ by NEFT.

- j) LIC reserves the right to take suitable action as deemed fit during the warranty period depending on the circumstances/ high failure rates/ deficiency in servicing.
- k) After the expiry of the warranty, if LIC desires, the selected Vendor may have to execute a comprehensive Annual maintenance Contract (AMC) with LIC for continuity in servicing of the Hardware supplied at the existing AMC rate of LIC. However offering of AMC after the warranty period will be at the discretion of LIC, depending on the situations and conditions prevailing then and the decision of LIC in this matter will be final.
- l) During the warranty period, the vendor/ vendor's engineers may have access to confidential information of LIC for the purpose of resolving any issue. The vendor or engineer shall not disclose at any point of time to any other person/ third party the information so received and shall use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also the vendor may use the information only for serving LIC's interest and restrict disclosure of information solely to those employees of vendor having a need to possess such information in order to accomplish the purpose stated above and also advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such employees to maintain these obligations. Violation of this will lead to legal action, recovery of damages and debarring the Vendor from participating in any future RFPs floated by LIC.

12. Road Permit

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

13. Transportation and Insurance

- a) The Vendor is required to deliver the goods and services to the various locations of LIC across the country as specified by LIC. Transportation and Insurance of goods shall be arranged and paid for by the Vendor till the date of installation.

The transit insurance against any loss or damage shall be valid for 10 more days from the date of delivery at LIC's offices, at no extra cost.

- b) Should any loss or damage occur, the Vendor shall:
 - i. Intimate and pursue claim with the Insurance Company till settlement and
 - ii. In case of loss or damage, the vendor should provide replacement of hardware, irrespective of the settlement of claim by Insurance Company.

14. Force Majeure Clause

- a. The Vendor shall be liable for any delay in execution or failure of their respective obligations under this agreement except for delay caused by occurrence of events beyond control of the Vendor (other than lack of funds for any reason or any strike, lockout 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, strikes, outside that party's organization, sabotage, order/action or regulations of government, local or other public authorities.

In case a Force Majeure situation arises, the Vendor shall immediately notify LIC in writing of such conditions and the cause thereof within two calendar days and prove that such is beyond the control and affect the execution of the Purchase Order. An Affected Party will make all reasonable efforts to minimize the effects of such circumstances on the performance of the contract. If non-performance or diminished performance by the Affected Party due to the circumstances as per above continues for a period of more than 30 consecutive days, the other party may terminate the Contract immediately by giving the Affected Party written notice of 90 days .

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

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

15. Limitation of Liability

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

16. Compliance to statutory requirements

The vendor, as an employer, must be complying with all the statutory requirements such as ESI, EPF, etc., as applicable to them and any other local / state/ national statutory requirements. The responsibility to deposit EPF & ESIC premium will be borne by the vendor. It is the exclusive responsibility of the vendor to ensure due and timely compliance with all relevant laws, rules and regulations and other relevant instructions issued by Government authorities from time to time relating to the employment of persons. Proof of compliance should be submitted to LIC whenever the vendor is asked for the same. In case of non-compliance, appropriate action including invoking of PBG may be initiated by LIC against the vendor.

17. 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:

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

In the event of any dispute or disagreement over the interpretation of any of the terms herein above, clarifications, annexures, 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.

No interest will accrue on any amount during the Arbitration proceedings

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

The arbitral Tribunal shall determine all matters in disputes other than EXPECTED MATTERS as below

- i. Scope of work
- ii. Technical and Function Specification
- iii. Discrepancies (varying or conflicting provisions among documents, agreement)
- iv. Suspension or discontinuation of work
- v. Acceptance of deliverables

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

18. Fraud and Corrupt Practices

The Vendors, their employees, advisers and representatives shall observe the highest standard of ethics

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

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

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

a) "Corrupt practice" means

- i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of LIC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of LIC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
- ii. save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical adviser of LIC in relation to any matter concerning the Project;

b) "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by LIC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

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

19. Conflict of interest

Warranty that there is no conflict of interest

The Vendor will warrant that, to the best of its knowledge after making diligent inquiry, at the date of signing the contract, no conflict of interest exists nor is likely to arise in the performance of its obligations under the contract.

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

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.

20. Consequences of Termination of Selected Bidder

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

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

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

Knowledge transfer

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

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

21. Intellectual Property Rights

i. Third Party Material

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

ii. LIC ownership of Intellectual Property Rights in Contract Material

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

iii. 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.

iv. 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.

v. IPR Warranty

The Vendor will warrant that:

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

vi. Rights in Vendor's Pre-existing IPR

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

22. 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 not 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,
- ii. Replace it with a non-infringing equivalent,
- iii. Modify it to make it non-infringing.

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

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 4.11 (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).

23. Rights reserved by LIC

- a) If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC will reserve the right to debar the Bidder from participating in future RFP's floated during the empanelment period and / or servicing of hardware for a period to be decided by LIC and take any other action as may be deemed necessary including the invocation of BG in part or full.
- b) LIC reserves the right to accept or reject any RFP and annul the RFP process and reject all RFP's, at any time prior to award of agreement without assigning any reason what so ever and without thereby incurring any liability to the affected Vendor(s). Reasons for cancellation will be determined by LIC at its sole discretion.
- c) LIC may cancel any procurement under this RFP at any time without assigning any reasons whatsoever. Decision of LIC will be final in this matter.
- d) LIC also reserves the right to call for open RFPs for Hardware equipment/services/ other requirements, if deemed necessary.
- e) During the empanelment period, certain situations may arise which are not envisaged in this RFP. LIC will take a considered decision in the matter in the best interest of the LIC. The decision of LIC in all such matters will be final and binding on all the Empanelled Vendors. This also applies to dispute over interpretation of clauses in the RFP.
- f) LIC reserves the sole right to decide on the hardware configuration and the quantity thereof to be ordered as also the locations for purchase of computer systems, Software and/ or peripherals and / or the terms and conditions of warranty, Annual Maintenance Contract (AMC) / terms and conditions in individual RFPs during the empanelment period.
- g) LIC may terminate the agreement if it determines at any time that Empanelled Vendors or their representatives were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that agreement, without the concerned Vendors having taken timely and appropriate action satisfactory to the LIC to remedy the situation.

24. 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 :

- a) It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/ external empanelled Auditors appointed by LIC/ inspecting official from the IRDAI or any regulatory authority, covering the risk parameters finalized by LIC/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to LIC and the vendor shall submit such certification by such Auditors to LIC. The vendor and or his / their outsourced agents /sub – contractors (if allowed by LIC) shall facilitate the same. LIC can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the 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.
- b) 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.
- c) 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.

25. Survival

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

- i. Intellectual Property Rights;
- ii. Indemnity;
- iii. Insurance;
- iv. Confidentiality and privacy;
- v. Protection of personal information;

- vi. Security;
- vii. Audit and access;
- viii. Knowledge transfer
- ix. Warranty

26. Severability

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

27. Change in Constitution

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

28. Ambiguities within the Document

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

- a) as between two Clauses of this RFP, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- b) as between the provisions of this RFP and its Annexures, the RFP shall prevail, save and except as expressly provided otherwise in the RFP or the Annexures;
- c) as between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail;
- d) as between words and figures, the amount in words shall prevail.

Apart from the clauses where specifically mentioned all other terms and conditions of the RFP are applicable.

F. Scope of Work

1. Detailed Scope of Work

- a) Supply, installation, and commissioning of Desktop categories for which Purchase orders are placed, along with Operating System as per specifications in the Technical Annexure, MS Office and other approved software authorized by LIC, updates and upgrades, and installation of the same at all the given locations. Installation and commissioning includes data transfer from existing PCs to new PCs/ AIO Desktops at LIC premises and installation of drivers, installation of antivirus, configuration of Directory services (Linux and Windows) and installation/ upgradation of firmware of the connected peripherals in such a way that the user is able to perform all his official work seamlessly. In case the OS and other software are provided by LIC, no additional charges shall be paid to the Vendor for installation/ reinstallation of any software/ OS.
- b) Installation of the 2FA biometric software application. The software/ drivers for the same will be provided by LIC.
- c) Adding to domain (through Directory Services).
- d) Installation of Corporate Antivirus.
- e) Cabling for new hardware installations and for existing requirements of all offices of LIC scattered across India will be asked for only in the case of dire emergency if there is no empanelled existing cabling Vendor for doing the same at CO/ ZO/DO/BO locations. The charges will be paid separately for the job done and cabling material supplied in case of emergency situation only.
- f) Buy-back and disposal of old desktops which are attached to the Purchase Orders.
- g) Comprehensive Servicing of the Hardware supplied during the warranty period and subsequent servicing during AMC if the AMC is allotted to the Supply Vendor by LIC, if LIC decides to do so.

2. Organization Setup:

The organizational structure of LIC offices is shown in the Table below:

	CO/ ZO/ DO	MDC/ ZTC/ Audit	Branches	P&GS Units	STC	Other Offices #
CO	1	1	0	0	0	0
NZ	18	2	320	11	4	232
NCZ	13	3	247	11	4	177
CZ	9	2	140	5	3	132
EZ	13	2	206	6	4	152
SCZ	18	3	314	10	5	228
SZ	14	2	258	11	4	293
WZ	24	3	406	16	6	181
ECZ	12	2	157	5	4	183
Total	122	20	2048	75	34	1578

- Includes Satellite Offices/ Direct Marketing Units/ CLIA SOs/ B&AC SOs/ CZees/ MASH Offices, etc.

In addition to the above, new offices may be opened during the validity period of the RFP for which hardware may be required and Purchase Orders may be placed for them.

The scope of this RFP is limited to supply of hardware to Central Office (CO) and Western Zone (WZ). The Western Zone is spread across the states of Maharashtra, Goa and Gujarat.

3. Buy-Back Arrangements

The quantities of the hardware items due for buyback are detailed in the Annexure-Commercial. The selected Vendor will be required to pick up the hardware in their current condition and from wherever they are located.

- a) The vendor should finalise the buyback schedule in consultation with the Manager (IT)/ RM

(IT)/ AS (IT), as the case may be. The respective officials will ensure that the buy-back hardware is kept ready. The Vendor will make all possible efforts to complete the pick up on the scheduled dates.

- b) The Vendor has to collect the buyback certificate generated from LIC's HCT Module from the respective locations duly, signed by the authorized LIC official. The physical lifting of the hardware should be done by the Vendor's representative only after the module generated buyback certificate signed by authorized official is given by the concerned office.
- c) The Vendor has to follow all Statutory Rules & Regulations in force at the time of lifting the buy-back material from LIC, including appointing of agency/ agencies that has the authorization for handling e- waste issued by Central Pollution Control Board (CPCB)/ State Pollution Control Board (SPCB). A copy of the certificate issued by CPCB/ SPCB should be submitted to LIC. The following should be the agency's capabilities:
 - i. The agency should be able to dispose-off all the hazardous constituents / products from the e- waste.
 - ii. The agency shall not entertain sale of e-waste in the open market either in whole or shredded form and shall not engage another agency/ vendor for its disposal and/or recycling requirements in India or abroad.
- d) LIC Central Office will issue a letter of approval to the selected Vendors for the agency(ies) appointed by them, subject to the agency(ies) satisfying all norms.
- e) The Vendor's responsibility includes picking up/ lifting of buyback hardware from all locations and proper e-waste disposal. The vendor should ensure that a certificate to that effect is provided by the e-waste disposal Vendor as per the Form-2.
- f) For collecting the buyback material, the Vendor has to comply with the following:
 - i. The Vendor should submit to respective Manager (IT), a copy of the letter of approval of the e-waste disposal vendor for collection of buyback material issued by the Central Office at the time of finalization of buyback schedule.
 - ii. The e-waste vendor personnel should carry his I-card when he visits the LIC office for buy back. In the absence of this, the machines will not be handed over to the representatives of the e-waste vendor.
 - iii. The certificate of removal of buyback items, will be issued to the Vendor by the officer in-charge of the location. This certificate should be submitted by the Vendor for claiming 5% buy-back payment.
 - iv. Although the supply Vendor can appoint sub-vendor(s) for this job, the overall responsibility rests with the Vendor and all correspondence in this regard will be with the supply Vendor only.

4. Deliverables and Timelines:

- i. **Software:** The software download link and the product key should be supplied to LIC through proper channel.

The timelines for the delivery and installation of software and the penalties for delay will be as given in the table below. If deliveries are pending beyond 36 days or more the order may be cancelled and the penalty clause also will be applicable as mentioned above. Deductions of penalty will be made from any amounts payable to the bidder.

- ii. **Hardware:** The timelines for the delivery and installation of hardware is as under:

Item	Delivery period		Installation period	Penalty for delay in delivery (per day cost of undelivered item)	Penalty for delay in installation (per day cost of uninstalled item)	Maximum penalty for both delivery and installation put together
	Rest of India	J&K, NE States(*), Uttarakhand, Andaman & Nicobar				
Part I items of technical bid	80 days	90 days	7 working days	@ 0.5% per day for delay upto 10 days and then @ 1.0% per day	@ 0.5% per day for delay upto 10 days and then @ 1.0% per day	10% of the cost of the undelivered item

Part II items of technical bid	30 days	30 days	NA	@ 0.5% per day for delay upto 10 days and then @ 1.0% per day	NA	10% of the cost of the undelivered item
Software	7 working days	7 working days	3 working days	@ 0.5% per day for delay upto 10 days and then @ 1.0% per day	@ 0.5% per day for delay upto 10 days and then @ 1.0% per day	10% of the cost of the item

(*) North East (NE) locations means Assam, Mizoram, Meghalaya, Tripura, Manipur, Arunachal Pradesh, Nagaland and Sikkim.

In case, delivery and installation is completed within 90/ 100 days, no penalty will be charged. For delay beyond 90/ 100 days, the penalty will be charged separately for delivery and installation as stated in the table above depending on the time lines of delivery and installation. Eg: If the delivery has happened within 80/ 90 days then no penalty will be charged, and if the installation has been delayed due to which the total no of days of delivery and installation has exceeded 90/ 100 days then penalty will be charged for the delay in the installation only from the date of delivery of the hardware till it is installed, as per the penalty applicable for installation in the table above.

Penalty will not be charged for delivery and/ or installation if it is due to reasons attributable by LIC, however the onus of proving this will be on the Vendor. The RM (IT) of the Zone and Secretary (IT/BPR)/ Deputy Secretary (IT/BPR) at Central Office for cases at Central Office will review the authenticity of the cases/ issues and take a decision on the matter for not charging penalty. In all such cases LIC will take a considered decision in the matter and LIC's decision will be final and binding on the bidder.

In case of delay beyond the maximum period of 60 days over and above the delivery & installation period as mentioned in the above table, the following action may be initiated:

- The order placed may be cancelled and communicated in writing to the Vendor, and irrespective of such decision for cancellation, the maximum penalty as given in the table above may also be recovered from the vendor.
- Deductions of penalties will be made from any amounts payable to the Vendor or may be remitted by the Vendor at the cash counter of LIC/ by NEFT.
- Any amounts recoverable from the Vendor may be recovered from the available Bank Guarantees.
- Recovery of further amounts over and above the Bank guarantees, if not remitted at the cash counter of LIC or by NEFT, will be subject to adjudication.

In case of cancellation of orders due to delay in deliveries/ installations, besides the penalty charged, the concerned Vendor may also be debarred from participating in any RFPs as decided by LIC, the period of which may extend up to three years.

- iii. **Site Not Ready (SNR) Clause:** In case the site is not found ready for installation due to any reason(s) attributable to LIC, then the Vendor will obtain a certificate from the user/ officer in-charge for "Site Not Ready" as generated from the LIC's Delivery & Installation Module. This SNR certificate will be generated online at the concerned office. In this case, the delivery & installation payment (90%) due to the selected Vendor will not be held up for want of installation certificate. However, the Vendor has to submit an undertaking that as and when the site is ready, the said equipment will be installed by the Vendor within 10 days of being intimated in writing by the concerned LIC Office that the site is ready.

If installation is not done within the stipulated time-frame of 10 days, additional penalty of 0.5% of the cost of that item(s) per day will be applicable from the 11th day to the date of installation, subject to a maximum of 10% of the cost of that item(s).

For software, in case the site/ Hardware is not ready for installation the SNR certificate generated online will be issued and 5% balance payment can be claimed on the basis of the same by the Vendor.

In case of Site Not Ready (SNR) cases, the warranty will commence automatically from 30th/ 31st day of issue of SNR.

5. Introductory Meeting (IM) & Structured Meetings:

The selected vendor shall participate in an introductory meeting at the Western Zonal Office within 15 days of intimation by LIC. The Escalation Matrix has to be shared by the Vendor with the RM (IT) during the introductory meeting. The Selected Vendor will have to appoint a Single Point of Contact (SPOC) for Central Office, Zonal Office and each Divisional Office of Western Zone. The SPOC will be required to conduct monthly meetings with the Regional Manager (IT) of the Zone and Managers (IT) of the Divisions for ensuring smooth implementation of the project.

The Agenda of the above Introductory Meeting is as follows:

- i. Sharing of the escalation matrix by the vendor.
- ii. Sharing of the details including names, email ids and phone numbers of all the Managers (IT) of the Divisions under the Zone by Regional Manager (IT).
- iii. Presentation on the LIC Modules - Hardware Complaint Tracking Module, Purchase Order Module, Delivery & Installation Module, Payment Module and Vendor Portal, by LIC officials.
- iv. Branch-wise Hardware Module Users and Approvers list with email id and contact nos will be provided by the Managers (IT) of the Divisions to the Zonal SPOC and Divisional SPOCs.

The selected vendor shall submit to the RM (IT) of the zone, during the Introductory Meeting (IM), a three level contact matrix or escalation matrix.

In case of failure to hold the Introductory Meeting with the Regional Manager (IT) of the Zones or in case of failure in handing over the Escalation Matrix, including complete details of the Divisional SPOCs appointed, during the Introductory Meeting with Regional Manager (IT), by the selected Vendor(s) an amount of Rs.15000 may be recovered from the vendor.

The SPOC for the Division should meet the Manager (IT) of the respective Division, immediately on release of the first Purchase Order by the Zone.

In case the credentials or performance of any of the hardware engineers posted is not found satisfactory, RM (IT)/ Secretary (IT)/ Manager (IT)/ AS (IT) will ask for a change of the engineer concerned. If the service engineer quits, then the Vendor will have to provide replacement within 15 days, failing which penalty @ Rs. 500 per day will apply from the date of LIC's request subject to a maximum of Rs. 10,000, per incidence.

Monthly meetings are to be held with the RM (IT) of the Zone by the Zonal SPOC of the Vendor. Monthly meetings at the Divisional Office are to be held with Manager (IT) by the senior Engineer or Team Leader of the DO.

G. Annexures

Annexure I: Bidder Profile

(*To be submitted on Rs. 250/- stamp paper by the Vendor and the Authorized Signatory should initial each page.)

1	Name of the Company	
2	Whether OEM, System Integrator	
3	Type of legal entity - Government Organization/ PSU/ PSE / partnership firm/ LLP/ Private Limited Company / Public Limited Company	
4	Date of Incorporation	
5	Whether MSE (Yes/No)	
6	Address of Registered Office	
	Phone Number	
	E-mail id	
7	Communication Address	
	Phone Number	
	E-mail id	
8	GST registration No. and date of registration	
9	Names of the States for which the bidder has GST Registration No. (including all Billing offices) (Attach registration Certificates)	
10	PAN No. (Attach certified copy of PAN)	
11	Turnover of the Company (in Rupees Crores):	
	2022-2023	
	2021-2022	
	2020-2021	
	2019-2020	
12	Operating profit (EBITDA) (in Rupees Crores):	
	2022-2023	
	2021-2022	
	2020-2021	
	2019-2020	
13	Net-worth as per latest audited financial statement	
	14	Details of Projects undertaken
	Information of the Projects/ POs procured in the last five Financial years:	

	(Multiple Purchase Orders in the same year can be clubbed.) The bidder should have executed projects for delivery, installation and maintenance of 4000 Desktops/ laptops (each year) in at least three out of last five years in Government/ PSU				
	Financial year	Names of the client	Name and contact details of Sr. officer representing the client for the purpose of reference	Number of Desktops/ Laptops supplied	Whether the Project has been successfully executed as on date of bid submission (Date of completion of the Project)
	2022-23	1			
		2			
	2021-22	1			
		2			
	2020-21	1			
		2			
	2019-20	1			
		2			
	2018-19	1			
		2			
15	Details of Centralized Service Delivery Centre (CSDC)				
	Address of the CSDC				
	Is 24 x 7 support available from CSDC				
	Toll Free No of CSDC				
	e-mail Id of CSDC				
	Website URL of CSDC				
16	Project Experience of OEM (The OEM should have supplied a minimum of 5000 desktops/ laptops under a single RFP in the last 3 years)				
	Name of the Client				
	RFP Reference and date				
	Number of Desktops/ laptops supplied				
16	Bank Details (Cancelled cheque to be submitted)				
	Name of the Bank				
	Branch				
	MICR Code				
	Type of A/C				
	Account No.				
	IFSC Code				
17	Bidder's Official Web Site (URL)				
18	ISO Certifications		Certificate Number and Date of expiry		
	ISO 9001:2015 certificate enclosed (OEM and SI)				
	ISO 14001 certificate enclosed (OEM)				
	ISO 20000 certificate enclosed (SI)				
19	Any other relevant information not covered in the above points :				
20	We hereby confirm that we, M/s _____ have not been debarred by LIC or any public Sector as on date of submission of the bid.				

Place:

Date:

Name and Signature of Authorized signatory of the Company:

Stamp/Seal of Company

Annexure-II: Location wise details of offices:

Bidder: _____

State	Contact details – Name, email id and mobile number of contact person	Office Address
Goa		
Gujarat		
Maharashtra		

OEM: _____

State	Contact details – Name, email id and mobile number of contact person	Address of Service Centre
Goa		
Gujarat		
Maharashtra		

Authorized Signatory of the Bidder

Place:

Date:

Signature:

Name and Designation:

Stamp or Digital Signature:

Authorized Signatory of the OEM

Place:

Date:

Signature:

Name and Designation:

Stamp or Digital Signature:

Annexure-III: 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.

Ref:

Date:

To Whomsoever It May Concern

This is to certify that M/s. _____ is our Vendor for Hardware Supply for (Details of the items procured).

The details of the Hardware supplied by M/s. _____ are as placed below.

Financial Year	Hardware Supplied	Tender details, if applicable	Quantity supplied

This letter is being issued at a specific request without any liability and responsibility whatsoever on the part of _____ (Company Name) or any of its officials.

Place:

Date:

Name and Signature of Authorized signatory of the Company:

Stamp/Seal of Company

Annexure-IV: Format of Bank Guarantee (BG) for EMD

This Deed of Guarantee is executed by the _____ <Bank name> (hereinafter referred to as “the Bank”) in favour of Life Insurance Corporation of India, a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act 31 of 1956) and having its Central office at “Yogakshema”, Jeevan Bima Marg, Mumbai – 400021 (hereinafter referred to as “LIC”) for an amount not exceeding Rs. _____ (Rupees _____ only) at the request of _____ <Bidder’s Name & Address> (herein after referred to as “Bidder”).

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 the Companies Act and having its registered office at _____ is participating in the RFP Ref: **LIC/CO/IT-BPR/HW/2023-24/04 Dated 27.03.2024** and is submitting this guarantee under the terms and conditions of the said RFP.

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

This Bank Guarantee will be valid up to _____ <for a period of 8 months from the date of submission, excluding claim period>.

The Bank hereby covenants and declares that the guarantee hereby given is an unconditional and 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.

Dated at _____ this _____ day of _____ 2024.

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.

Sealed & Signed by the Bank

Annexure-V: Declaration pertaining to Land Border clause

This letter should be on the letterhead of the Bidder duly signed by an authorized signatory of the bidder and the OEM.

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 of PCs and AIOs [Ref: LIC/CO/IT-BPR/HW/2023-24/04 Dated 27.03.2024].

Dear Sir/Madam,

I have read and understood 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 for 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.]

Authorized Signatory of the Bidder (with stamp or digital signature)

Place:

Date:

Name and Signature:

Designation:

Authorized Signatory of the OEM (with stamp or digital signature)

Place:

Date:

Name and Signature

Designation:

Annexure-VI: Undertaking for Warranty and AMC

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

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

Dear Sir/ Madam,

We hereby accept all the Term & Conditions of the RFP Ref: **LIC/CO/IT-BPR/HW/2023-24/04 Dated 27.03.2024**, and extend complete warranty for the hardware for a period of six years from the date of installation. We further give an undertaking that after the hardware supplied comes out of warranty, if LIC requires, we shall take up AMC of the hardware for a term that will be decided at that time and renew the performance bank guarantee as per the terms and conditions stated in the RFP document referred above.

Dated at _____ this _____ day of _____ 2024.

Authorized Signatory

Signature of the authorized official:

Name:

Designation:

Name & Address of the company:

Seal of the Company

Annexure-VII: LIC Bank Account Details

For Bid Processing Fees:

Bank Name	Union Bank of India [Erstwhile Corporation Bank]
Bank Address	Unit 4C, Ground Floor, Mittal Court Premise, Opposite Vidhan Bhavan, Nariman Point, Mumbai.
Title of Bank Account	Life Insurance Corporation of India
Type of Bank Account	Current
Bank Account Number	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: Pre Contract Integrity Pact

(To be submitted on a stamp paper of Rs.500/- by the bidder 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 _____ 2024 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 (Act 31 of 1956) and having its Central office at "Yogakshema" Jeevan Bima Marg Mumbai 400021 (hereinafter called the "Buyer" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the first part And M/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 Laptops under RFP for Supply of PCs and AIOs [Ref LIC/CO/IT-BPR/HW/2023-24/04 Dated 27.03.2024] 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:-

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.

Commitments of Bidders

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

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 and address of the Monitor:

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

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

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

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

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

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

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

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

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

proceedings.

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

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

10 Validity:

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

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

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

BUYER

Name of the Officer:

Designation:

Department:

Witness

1.

2.

BIDDER

Signatory from Bidder:

CEO/ Director/ Principal Officer/
Authorised Signatory

Witness

1.

2.

(Note: Bidder/Seller/Service Provider
Stores/equipment/item/service
Bidding process/ bid evaluation/process of availing services
Appropriate word may be used where ever applicable without altering the purpose /desired intention of the clause.)

Annexure-IX: Undertaking for supply of technically qualified model

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

Dear Sir/Madam,

Undertaking for Supply of technically qualified model

With reference to the **RFP Ref: LIC/CO/IT-BPR/HW/2023-24/04 Dated 27.03.2024** and intimation received regarding disqualification of our quoted model, we hereby undertake to unconditionally abide by the relevant clause of the RFP.

We undertake that, we shall supply a technically qualified model/s which is/ are of equivalent/ higher technical specifications without changing the commercial bid.

We also undertake to submit the MAF for the same model within five days from the date of intimation for submission of MAF.

Dated at _____ this _____ day of _____ 2024

Authorized Signatory

Signature:

Name:

Designation:

Name & Address of the company:

Seal of the Company

Annexure-X: Manufacturer's Authorization Form (MAF)
(To be submitted on OEM's letterhead)

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

Dear Sir/Madam,

We, M/s _____ who are established and reputed manufacturers of _____ having factories/ Depot 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 equipment quoted/ services offered against this RFP with _____.

We also extend our back to back service support and assurance for availability of our equipment, components and consumables as per the terms and conditions of the RFP, for a period up to 31st December 2030.

Dated at _____ this _____ day of _____ 2024.

Signature of the Authorised Signatory

Name:

Name & Address of the company:

Seal of the Company:

Annexure XI: Declaration for PVC/BFR free Hardware Items

RFP Ref: LIC/CO/IT-BPR/HW/2023-24/04 Dated 27.03.2024

This has reference to the hardware quoted by us, under the referred RFP.

We hereby confirm that our model(s) _____ <mention model(s) name(s)/ number(s)> quoted under this RFP are PVC/ BFR free.

Place:

Authorized signatory (**OEM**)

Date:

Name:

Designation:

Seal:

Countersigned by the Authorized Signatory (**Bidder**)

Name:

Designation:

Seal:

Annexure-XII: Undertaking for ISO certification

We hereby give an undertaking that we shall supply to LIC of India under RFP Ref: LIC/CO/IT-BPR/HW/2023-24/04 Dated 27.03.2024, only those Computer Systems and/ or Peripherals which are manufactured in a factory having ISO 9001:2015 and ISO 14000 certifications.

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

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company

Annexure-XIII: Certificate from the Processor Manufacturer

(To be submitted on letterhead of the Processor Manufacturer)

RFP Ref: LIC/CO/IT-BPR/HW/2023-24/04 Dated 27.03.2024

This has reference to the model _____ (Name/ No. of the model) quoted by M/s. _____ (Name of the bidder) under the above referred RFP. We hereby certify that the processor _____/ chipset _____ for the above model is authentic and is being supplied by us and is as per the specification mentioned in the Annexure – Technical Specifications.

Dated at _____ this ____ day of _____ 2024.

Authorised Signatory of Processor Manufacturer

Signature:

Name:

Designation:

Name and Address of the Company

Annexure XIV: Declaration and Certificate of Local Content:

RFP Ref: LIC/CO/IT-BPR/HW/2023-24/04 Dated 27.03.2024

Model wise classification of Product Compliance Sheet:

Description of Product	Make & Model	Classification along with percentage of Local Content (Class-I Local supplier/ Class-II Local supplier/ Non-Local supplier)

This is to certify that the above products are having the local content as per the table above.

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

Signature of Statutory Auditor/ Cost Auditor/
Cost Accountant/Chartered Accountant

Name/Company:

Registration Number:

Seal

Annexure XV: RHEL Undertaking

Undertaking for RHEL support for the PCs supplied by the OEM under the RFP

(To be submitted on the Letter Head of the OEM)

This has reference to the models of PCs proposed to be supplied under the RFP Ref: **LIC/CO/IT-BPR/HW/2023-24/04 Dated 27.03.2024.**

We hereby undertake that the PCs proposed to be supplied by us to LIC under the above mentioned RFP is compatible with RHEL 8.x and above so as to work seamlessly in LIC environment and which can be confirmed during the POC to be conducted in LIC. The models to be supplied are given below.

Sl No	Category of PC	Model along with details of motherboard, Processor, RAM and chipset

We also hereby undertake that any performance issue, that might occur, will be resolved by us immediately, thereby ensuring continuity of business operations.

Place:

Date:

Signature of Authorized signatory of the OEM:

Stamp/ Seal of the OEM

Place:

Date:

Signature of Authorized signatory of the Bidder

Stamp/Seal of Bidder

Annexure-XVI: Non-Disclosure Agreement

(To be executed **only by the selected bidder** on Rs.500 Stamp/franked paper and 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 (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', J B Marg, Mumbai 400021

AND

_____ <Company Name> a company incorporated under the laws of Indian Companies Act, 1956 and having its principal place of business at _____ <Company Name and 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 of PCs and AIOs [Ref: LIC/CO/IT-BPR/HW/2023-24/04 Dated 27.03.2024]**, the Respondent may be gathering information on LIC's Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/ development plans etc., ("Proprietary Information") indicated as confidential by LIC and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of LIC.

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

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

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

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

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

- Distribute or disclose to any other person any of the Confidential Information;
- Permit any other person to have access to the Confidential Information;
- Use the Confidential Information for any purpose other than the Permitted Use; or disclose to any other person:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

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

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

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

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

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

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

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

Name:

Designation:

Office Seal:

Annexure XVII: Format of 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, a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act 31 of 1956) and having its Central office at “Yogakshema”, Jeevan Bima Marg, Mumbai – 400021 (hereinafter 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).

Whereas _____, incorporated under Companies Act, having its registered office at _____ has participated and has been selected as the successful vendor in the RFP Ref: **LIC/CO/IT-BPR/HW/2023-24/04 Dated 27.03.2024** and 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 up to _____ <for a period of 78 months from the date of submission, excluding claim period >.

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

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

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

Dated at _____ this ____ day of _____, 2024.

Sealed & Signed by the Bank

Annexure XVIII: Format of Agreement

(To be signed by the selected vendor with LIC)

This Agreement is made on this _____ day of _____, 2024 between

LIFE INSURANCE CORPORATION OF INDIA, a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (Act 31 of the LIC Act, 1956) and having its Central Office at "Yogakshema", JB Marg, Mumbai - 400021, (*hereinafter referred to as "LIC" and shall include its successors or permitted assigns*) of the First Part,

and

_____ a company registered under the Indian Companies Act, 1956, 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

- A. LIC had issued a Request for Proposal (hereinafter referred to as "RFP") inviting bids from eligible bidders for "Request for Proposal for Supply of PCs and AIOs" bearing Reference **Ref: LIC/CO/IT-BPR/HW/2023-24/04 Dated 27.03.2024**, and subsequent clarifications/ corrigenda and addenda issued by LIC, for the purposes specified in the RFP.
- B. 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.
- C. LIC has evaluated the proposals submitted by the bidders and selected _____ as the supply vendor under the RFP.

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 "**Request for Proposal for Supply of PCs and AIOs (Qty-150)**" bearing Reference **Ref: LIC/CO/IT-BPR/HW/2023-24/04 Dated 27.03.2024** and all Annexures.
- b) Clarification and any Corrigenda/ Addenda 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 31.12.2025. 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/ Warranty, 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 _____ 2024.

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 _____ 2024.

In the presence of:

- 1)
- 2)