



Request for Proposal for Renewal of Annual Maintenance Contract of EXADATA X7-2(HC) SYSTEMS, EXADATA X5-2(HC) SYSTEMS, Exadata Storage software and Oracle Active Data Guard (OADG) software of Life Insurance Corporation of India

RFP Ref: LIC/CO/IT-DT/ODS/AMC EXADATA SYSTEMS/2024 dated 12th July 2024

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

This document is the property of Life Insurance Corporation of India (LIC). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without LIC's written permission. Use of contents given in this document, even by the authorized personnel/agencies for any other purpose other than the purpose specified herein, is strictly prohibited as it shall amount to copyright violation and thus shall be punishable under the Indian law.

Contents

1. Definitions.....	4
2. Abbreviations.....	4
3. Invitation to Bid.....	5
4. Instructions to the Bidders	5
1. Scope of Work.....	5
2. Qualification Criteria.....	6
3. Response to the Bid	6
4. Cost of Bidding.....	6
5. Relationship between LIC and the bidders.....	6
6. Information provided in the RFP	6
7. Pre Contract Integrity Pact.....	6
8. Activity Schedule.....	6
9. Pre-Bid Meeting & Clarifications:	7
10. Instructions for Bid Submission.....	8
11. Commercial Bid:	9
12. Documents Required for the Bid Submission:	10
13. Clarification on Bids.....	10
14. Modification and Withdrawal of the Bids	10
15. Compliant Bids / Completeness of Response	10
16. Bid Validity Period	11
17. Late Bids	11
18. Procedure for opening of the bids	11
19. Evaluation process:	11
20. Contacting LIC.....	14
21. Right to terminate the Process:	14
22. Eligibility Criteria:	14
23. Terms and Conditions	15
a. Validity Period:	15
b. Performance Bank Guarantee (PBG):.....	15
c. Pricing & Taxes.....	16
d. Payment Terms:.....	16
e. Terms & Conditions for Servicing of Hardware	16
f. Maintenance and Servicing	17
24. Service level Agreement.....	18
25. Addition and Deletion in Inventory:.....	21

26.	Force Majeure Clause:.....	21
27.	Limitation of Liability:.....	21
28.	Disputes:.....	21
29.	Fraud and Corrupt Practices:	22
30.	Confidentiality:.....	22
31.	Indemnity:	23
32.	Conflict of interest.....	23
33.	Consequences of Termination of Selected Bidder	23
34.	Ambiguities within the Document	23
35.	Rights reserved by LIC:	23
36.	Handing over of the contract.	24
	Annexure- I: Covering Letter	25
	Annexure- II: Company Profile.....	26
	Annexure- III: Format for Performance Bank Guarantee (PBG)	28
	Annexure-IV: Non-disclosure Agreement.....	29
	Annexure-V: Pre-contract Integrity Pact.....	33
	Annexure-VI: Manufacturer’s Authorization Form (MAF).....	39
	Annexure-VII: Commercial Bid Format	40
	Annexure-VIII: Declaration regarding non-Blacklisting.....	42
	Annexure-IX: Authorization for signing all the documents related to RFP	43
	Schedules	45
	Schedule-1: Scope of Work.....	45
	Schedule-2: Details of AMC of EXADATA Systems and OADG to be renewed are as below.....	47

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 XXXI of 1956) having its Corporate Office at “Yogakshema”, Jeevan Bima Marg, Mumbai 400 021
Bidder	System Integrator /Original Equipment Manufacturer/ Company in its individual right.
Agreement	The contract signed between the LIC and the Selected vendor and all the attached documents. The “Agreement” includes the RFP, subsequent modifications to the RFP, response of the selected vendor to the RFP and the contract document itself.
Authorized Signatory	The person authorized by the company’s Board/ Managing Director/ Director for signing the bid documents on behalf of the company
Working Day	shall be construed as a day excluding Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned State Governments or Central Government of India
Day	Calendar Day
Clarifications	Means Addenda, corrigenda and clarifications to the RFP
Contract Value	The AMC Value of the Hardware items for which AMC support is required
L1 quote	Lowest price discovered through Commercial Bid Opening and Online Reverse Auction.
L1 Bidder	Bidder with L1 quote discovered after opening of the Commercial Bid and Online Reverse Auction.
Hardware	ODS and EXADATA Servers or any other Server included in the existing ODS AND EXADATA Setup.

2. Abbreviations

Abbreviations	Description	Abbreviations	Description
#	Serial Number	NDA	Non-Disclosure Agreement
AMC	Annual Maintenance Contract	SPCB	State Pollution Control Board
OEM	Original Equipment Manufacturer	OS	Operating System
BOM	Bill of Material	PBG	Performance Bank Guarantee
CD	Compact Disk	PC	Personal Computer
CO	Central Office, LIC	PDI	Pre-Dispatch Factory Inspection
CSDC	Centralized Service Delivery Centre	PO	Purchase Order
HW	Hardware	PO VALUE	Purchase Order Value
RFP	Request for Proposal	POC	Proof Of Concept
IT	Information Technology	SLA	Service Level Agreement
MAF	Manufacturers’ Authorization Form	SI	System Integrator
GST	Goods and Service Tax	PVC	Poly vinyl Chloride
INR	Indian National Rupee	BFR	Brominated flame retardant
PAN	Permanent Account Number		

3. Invitation to Bid

The Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (**XXXI of 1956**) and having its Corporate Office at "Yogakshema", Jeevan Bima Marg, Mumbai –400021, hereby invites online responses (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 must be from:

- System Integrator (Oracle Authorized Support Renewal Partner) for Annual maintenance support.

Online bids are hereby invited for the scope of works mentioned through online e-Tendering System portal <https://www.tenderwizard.com/LIC> from the intending bidders.

The RFP has been published on following websites:

- the LIC website (<https://licindia.in/web/guest/tenders>,
- Central procurement portal website (<https://eprocure.gov.in/>) and
- E-tendering System portal website (www.tenderwizard.com/LIC) only

The bid submission to this RFP shall be made only through E-tendering System portal website (www.tenderwizard.com/LIC).

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.

4. Instructions to the Bidders

1. Scope of Work

Annual Maintenance Contract (AMC) for the EXADATA X7-2 systems, Exadata X7-2 storage server software for the period up to 11.07.2026 and EXADATA X5-2 systems and Exadata X5-2 storage server software for the period up to 11.07.2026 from current expiry date and OADG (Oracle Active Data Guard) software (pertaining to ODS project) for the period up to 10.04.2026 starting from the current expiry date. The details are given in **the Scope of Work in Schedule – 1 and Schedule – 2.**

The Hardware is located at the LIC's Data Centre at Vile Parle and CTRLs DC at Bengaluru. The OADG replication is established between Primary site at Vile Parle and the DR site at CTRLs DC at Bengaluru COLO.

The brief scope of work is as below:

- To undertake the AMC of all the Hardware equipment(s), Exadata Storage Software components, OADG software components, hardware peripherals, accessories and components of EXADATA X7-2 and EXADATA X5-2 SYSTEMS for period starting from current expiry date till 11.07.2026. The details of the Systems and software for which AMC/ATS is to be renewed are provided in **Schedule-2**).
- Provide support and monitoring of all breakdown complaints of the above hardware equipment(s), peripherals.
- The detailed Scope of work and terms for maintenance servicing is provided in **Schedule -1** (Scope of work) and **Section –23 clause -f - Maintenance and servicing**.

For undertaking the AMC of the EXADATA X7-2 systems, EXADATA X5-2 system, Exadata storage software and OADG software, the vendor has to refer the detailed Terms and Conditions, SLAs mentioned as per this RFP Document.

2. Qualification Criteria

Only the bidders who meet all the qualifications mentioned in **Section-22 “Eligibility Criteria”** of this RFP are eligible to participate in the RFP.

3. Response to the Bid

The terms and conditions for the bidders who participate in this RFP are specified in **Section-23 named “Terms and Conditions”**. Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP document/subsequent corrigendum and the contents of the RFP along with the Annexure(s), clarifications issued, if any, will be contractually binding on the bidders. All these terms and conditions and the contents of the RFP along with the Annexure(s), corrigendum, clarifications issued will form the part of the work 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/work order.

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. Pre Contract Integrity Pact

The bidder shall submit Pre-Contract Integrity Pact as per the format given in Annexure –V. **Any bid submitted without the Pre-Contract Integrity Pact will summarily be rejected.**

8. Activity Schedule

RFP Reference	LIC/CO/IT/ODS/AMC/EXADATA_SYSTEMS/2024 dated 12th July 2024
Pre-bid queries on the RFP (through e-mail):	Any query related to the RFP/Bid should be sent through e-mail on co_itodstenders@licindia.com latest by 18th July 2024 (by 3:00 pm).
Pre-Bid Meeting	On 22/07/2024 from 11:00 a.m. to 1:00 p.m. in meeting room, at following address OR through video conferencing as decided by LIC.
Last Date for Bid Submission	26/07/2024 latest by 3:00 p.m.
Mode of submission	Online (www.tenderwizard.com/LIC)

Eligibility Bid opening date & time	26/07/2024, at 4:00 p.m. in presence of representatives of the bidders who choose to be present
Commercial Bid opening date & time	Will be intimated to the eligible Bidders at a later date.
Address of Communication	The Executive Director (IT/Digital Transformation), LIC of India, Central Office, IT/SD Department, 3rd Floor, Jeevan Seva Annex. Building, S. V. Road, Santacruz (W), Mumbai – 400 054
Contact details.	Mr. M. A. Roshith, Secretary (IT/DT)- 022-67090519 E-mail ID: co_itodstenders@licindia.com
Web page Address	Please refer to the Tenders Section of http://www.licindia.in

- Any change to the Activity Schedule will be notified through websites (<https://licindia.in/web/guest/tenders>, <https://eprocure.gov.in/> and www.tenderwizard.com/LIC) only.
- Amendments/corrigendum, if any, to this RFP would be hosted on our website only (<https://licindia.in/web/guest/tenders>).
- In case the date of an event like last date for submission of bids, opening of bids etc. are declared as holiday in Mumbai, the respective date shall be treated as postponed to the next working day.
- Bidder's representatives should bring their company I-cards for Pre-Bid Meeting and any other meeting connected with this RFP.
- Only a maximum of two authorized representatives from each bidder will be allowed to attend pre-bid meeting and tender opening event and the authorized representative must attend the pre-bid meeting without fail.
- Reverse Auction schedule will be notified on the LIC website (<https://licindia.in/web/guest/tenders>), Central procurement portal website -<https://eprocure.gov.in/> and E-tendering System portal website -www.tenderwizard.com/LIC) only.

9. Pre-Bid Meeting & Clarifications:

- a) The Bidders will have to ensure that all their queries are submitted in one consolidated mail-id and send to the LIC's email-id (mentioned in Activity schedule for correspondence) 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

- b) Clarifications, if any, regarding the terms & conditions of this RFP, any error, omission or discrepancy found in this RFP document have to be obtained by the bidder till the pre-bid meeting only if held. Thereafter, no representations/ queries will be entertained in this regard. Later on if any issue(s) arise LIC will consider the matter on merits and decide the same, prior to opening of commercial bids.
- c) LIC shall not be responsible for ensuring that the bidders' queries have been received. Any requests for clarifications received after the indicated date and time may not be entertained by LIC.
- d) At any time prior to the last date for receipt of bids, LIC may, for any reason, whether at its own initiative or in response to clarifications requested by prospective Bidders, modify the RFP Document by way of issuing Corrigendum.

- e) 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. However LICs decision in this matter will be final.
- f) Requests for clarification on telephone will not be entertained.

10. Instructions for Bid Submission

- a) Bidders are advised to study the RFP Document carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of all instructions, forms, terms and conditions, requirements, specifications etc. in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender document will be at the bidder's risk and may result in the rejection of the bid.
- b) This is an E - Tender and hence Bids must be submitted "ONLINE". No hardcopy of the tender will be accepted. All documents are to be scanned and uploaded.
- c) The bidding process would be in single stage. Bidders have to submit the Eligibility and commercial bids in one stage. The bids are to be submitted only through online e-Tendering System portal <https://www.tenderwizard.com/LIC> by the intending bidders.
- d) Bidders shall upload both the Eligibility and Commercial Bid online in e-Tendering System portal <https://www.tenderwizard.com/LIC>.
- e) The Bidder should submit their Bids along with required Annexures, Certificates and other required documents etc. as stated in the Section "Eligibility Criteria" or elsewhere in the RFP.
- f) All pages in the Bid proposal should be serially numbered, should be affixed with the Company seal and signed by the Authorized signatory.
- g) Bid shall be signed by the Bidder, or a person duly authorized to bind the Bidder to the Contract
- h) Authorization by the bidder for the signatory shall be in form of a Power of Attorney or a duly certified copy of the Board resolution appointing the authorized signatory. The person signing the bid shall sign all pages of the bid, except for an un-amended printed literature.
- i) The softcopy of bid proposal with annexures and supporting documents should be e-signed (electronically signed with digital signature of Authorized signatory) ENTIRELY by the Authorized Signatory.
- j) The bidder shall attach/include the required supporting document wherever necessary in Eligibility Bid.
- k) The bid will be treated as legally void and will be rejected if:
 - a. Bid is not signed by the duly authorized person or
 - b. Bid submitted is unsigned or partially unsigned.
 - c. Bids not accompanied by relevant supporting documents.
- l) By submitting a signed bid, the bidder's signatory certifies that in connection with this RFP:
 - The bidder's organization or an agent of the bidder's organization has arrived at the prices in its bid without consultation, cartel formation, communication or agreement with any other respondent or with any competitor, with a view to restrict competition,
 - The prices quoted in the bid have not been knowingly disclosed and will not be knowingly disclosed by the bidder's organization or by any agent of the bidder's organization, directly or indirectly, to any other respondent or to any competitor,
 - No attempt has been made or will be made by the bidder's organization or by any agent of the bidder's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- m) No consortium or joint bid or sub-contracting is allowed.

a) Non-Disclosure Agreement (NDA)

The Successful bidder shall submit a duly notarized non-Disclosure agreement on a stamp paper of Rs.250/- (Rupees two hundred fifty only) (in the form of Stamp Paper of Rs. 250/- or franking of same value) as per the format given in **Annexure- IV** duly signed by the Authorized Signatory of the Company.

b) Language of Bid

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

c) Bid Currencies

. In Rupees

d) Arithmetical errors

In case the rates are quoted in numerals as well as in words, the rates quoted in words will be considered for evaluation.

Errors & Rectification: Arithmetical errors will be rectified on the following basis:

- If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail,
- If, as per the judgment of LIC, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by post or e-mail. If the bidder does not agree to the observation of LIC, the bid is liable to be ignored

e) The original Bid shall be typed on 8.5” by 11” (A4 size) paper in indelible ink.

f) Ordinarily the bid shall contain no overwriting. **Any interlineations, erasures or overwriting shall be valid only if the person signing the bid countersigns them.**

g) The Commercial Bid shall be submitted in the exact format provided [in the same spread sheets as per **Annexure-VII**(Commercial format)].

h) During Eligibility Bid evaluation if any deviation is observed, LIC may call for clarifications. The decision of LIC in this matter will be final. 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. However this will be done before the opening of the Commercial bids.

11. Commercial Bid:

- a) The quotes have to be submitted in the Commercial bid format only. Bidder should note that quotes should be in numeric only.
- b) The commercial figure quoted will be an all-inclusive figure including out of pocket expenses, traveling, boarding, permits and lodging, but excluding all applicable taxes such as local sales Tax / Levies such as Octroi / Entry Tax, Local Body Tax, VAT, GST etc.
- c) Only fixed price commercial bids indicating total price, as specified in commercial bid format for all the services specified in this bid document will be considered.
- d) The bidder shall quote the price as per specified format for the entire project on a single responsibility basis. The price shall be quoted entirely in Indian Rupees and taxes will be paid on actual basis. The price shall be written both in figures & words in the prescribed offer form.
- e) No line items in Commercial Bid shall be submitted as zero. Prices of different line items should not be clubbed under one-line item.

12. Documents Required for the Bid Submission:

a) Eligibility Bid:

Documents required under Eligibility Bid (RFP Ref: LIC/CO/IT-DT/ODS/AMC EXADATA SYSTEMS/2024 dated 12th July 2024) along with supporting documents	
1	Bid proposal
2	Annexure II along with the supporting documents
3	Power of Attorney -Authorizing for signing the Bid and the Annexures
4	Pre-Contract Integrity Pact (in Format as per Annexure-V)
5	Manufacturers Authorization Form-Annexure-VI
6	Documentary proof of being Oracle Authorized Support Renewal Partner
7	Declaration on non-blacklisting (Annexure-VIII)

b) Commercial Bid

1	Commercial Bid Annexure -VII
---	------------------------------

- The bidder should quote the prices for all the items in Commercial bid (Indicative Price) format as per **Annexure-VII**.
- The commercial figure quoted will be an all-inclusive figure including out of pocket expenses, traveling, boarding, permits and lodging, but excluding all applicable taxes such as local sales Tax / Levies such as Octroi / Entry Tax, Local Body Tax, VAT, GST etc.
- The above lists of requirements are indicative only. The bidder should refer to the bid document for all requirements that are required to be submitted along with Eligibility Bid and Commercial Bid. The Annexure 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.

13. Clarification on Bids

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

14. Modification and Withdrawal of the Bids

No bid can be modified or withdrawn by a bidder, after the submission of the bid. The bid and all the supporting documents submitted by the bidders shall be the property of LIC.

15. Compliant Bids / Completeness of Response

- a) The responses to this RFP must be complete and comprehensive with explicit documentary evidence in support. Information should be submitted in the same format as per the Annexure(s) attached.
- b) Bidders are advised to study all instructions, clarifications, terms, requirements, appendices/ Annexures and other information in this RFP document carefully. Submission of the bid / proposal 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. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final.

16. Bid Validity Period

Bids shall remain valid for **90 days** after the date of bid opening prescribed by LIC, in the **Activity Schedule**. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period. However, LIC reserves the right to seek bidder's consent for extension of the period of validity any time before the expiry of validity period as stated above. The request and the response thereto shall be made in writing. Such extension will not require modification of the bids already submitted.

17. Late Bids

Bids received after the date and time specified in the Activity Schedule will not be considered and will be rejected.

18. Procedure for opening of the bids

Bids received within the specified closing date and time in the Activity Schedule will be opened by the Tender Opening Committee of LIC on the specified date, time as given in the Activity Schedule.

- a) The date and time of the opening of the **Bids** shall be as per the Activity Schedule. The bids shall be opened through the E-Tendering options by the authorized personnel from Tender opening committee.
- b) The Eligibility Bid shall be opened as stated in the activity schedule and after completion of evaluation of eligibility bid, the result of the qualifying bidders will be informed to the participating Bidders. The list of short-listed eligible bidders and the date, time of opening of their Commercial bid will be notified to the participating Bidders. The decision on this matter will be taken by LIC according to the situations prevailing then.
- c) The Commercial bids of the short-listed bidders will be opened by the Tender Opening Committee of LIC. However, the decision on this matter will be taken by LIC according to the situations prevailing then.

19. Evaluation process:

- a) LIC will evaluate the Bids submitted in response to the RFP and all supporting documents / documentary evidence.
- b) LIC may ask for meetings with the Bidders to seek clarifications on their bids.
- c) **Rejection of non-compliant bid**
 - LIC reserves the right to reject any or all bids on the basis of any deviation(s).
 - Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.
 - Bids which are incomplete, not supported by required supporting documents and Annexure.
- d) **Commercial Bid Evaluation:**
 - i. The Commercial bids submitted by the Bidders will be opened. After the opening of the Commercial Bid LIC will conduct the Online Reverse Auction(ORA) .
 - ii. If LIC decides then the Online Reverse Auction will be conducted and the eligible Bidders will be informed about the "Business Rules" and the details of the ORA, subsequently. The decision of LIC in this matter is final and will solely depend on the circumstances prevailing then.
- e) **Commercial Bid Evaluation process**
 - 1) Only those Bidders who qualify in Eligibility evaluation would be shortlisted for commercial evaluation via Reverse Auction.
 - 2) The Bidder has to specify both in figures & words for all price quoted in Commercial Bid (indicative).
 - 3) Arithmetical errors will be rectified on the following basis:
 - i. If there is a discrepancy between the total price quoted in the bid and the total price that

is obtained by multiplying unit price and quantity, the unit price shall prevail. The total price will be corrected accordingly.

- ii. If there is discrepancy between the amount in words and figures, the amount in words will prevail.

4) **Price Variation Factor and H1 Elimination clause:**

- i. When the number of Eligible Bidders is more than Five, the Eligible H1 bidder (Bidder with the Highest Quoted Total Bid Price) will be disqualified and eliminated from participating in online reverse auction, if the bid value as per the submitted commercial bid (indicative) is higher by more than 40% as compared to the average of quoted prices of all Eligible bidders for all items in aggregate.

5) The total Bid Price for this clause will be bid price exclusive of all taxes.

6) No price variation/adjustment or any other escalation will be entertained after the closing of Bids.

7) The specifications (Commercial Bids format) shall be submitted in the formats as per the respective Annexures specified in this RFP.

8) **NPV Rule:** While evaluating the tenders covering a longer period (i.e. more than one year), the quoted prices pertaining to maintenance in future years are to be discounted to the net present value (NPV) as appropriate for comparing the tenders on equitable basis.

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

- i. ii) Discounting rate to be used: 10%

- ii. iii) Standard software for example 'Excel' can be used for the NPV computation.

f) Online Reverse Auction:

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

- a) LIC shall provide web-based E-tender system for reverse auction.
- b) The Eligible bidders subject to provisions of Price Variation Factor and H1 Elimination clause (refer point 19e above), are required to participate in online reverse auction for which web-based e-tender platform will be made available by LIC. The date, time, platform and process of online reverse auction will be communicated to the bidders by LIC.
- c) LIC shall conduct the 'Online Reverse Auction Process' for the L1 Bid Price determination. During reverse auction, the participating bidders shall input only the total cost that they have to offer. This amount shall be arrived at by the bidders themselves off-line by using the formula mentioned at point 20(h)(i) above.
- d) Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.
- e) Price quoted by the Bidders at the end of online reverse auction will be taken as the final commercial quote of that bidder.
- f) The bidder with lowest commercial bid at the close of online reverse auction will be declared as L1 bidder.
- g) After the close of online reverse auction, the L1 bidder shall provide a commercial breakup of all the line items along with the working sheet to LIC within 3 business days (excluding Saturdays, Sundays and Holidays under NI Act. as applicable in Maharashtra), failing which LIC reserves the right to reject the bid.
- h) The commercial figure quoted will be an all-inclusive figure including out of pocket expenses, traveling, boarding, permits and lodging, but excluding all applicable taxes such as GST etc.
- i) The bidder shall arrange the Digital certificates (at no cost to LIC) from a Certifying Agency

notified by Comptroller of Certifying Authority (CCA) as per Information Technology Act, 2000 as amended from time to time, to participate in the Online Reverse Auction.

- j) In case only one bidder is found eligible, no reverse auction will take place. However, LIC reserves the right to negotiate price with the lone bidder. The price once finalized through online reverse auction or negotiation will be termed as the “approved price”.
- k) LIC will determine the Start Price and other parameters for the Reverse Auction –
 - a. on its own and / or
 - b. by evaluating the price band information available in the (indicative) commercial bids of the Eligible bidders
 - c. Based on the lowest quote received in the (indicative) commercial bids.
- l) Based on the Total Cost of Ownership (TCO) declared by the Bidders during the Reverse Auction, the Bidders will be categorized as L1, L2, L3 etc. (In the ascending order, i.e., L1 being the Bidder with the lowest TCO, followed by L2 with the next lowest score and so on.)
- m) **The bidder with the L1 Quote, post the Online Reverse Auction and Commercial evaluation will be declared L1 Bidder. However, if the prices discovered as a part of the Online Reverse Auction are felt to be unrealistic for the products offered or beyond LICs budget estimates, to give a fair chance to the bidder, LIC shall call the bidder along with the OEM for a price negotiation. Post this only, the commercial bid process will be termed as complete.**
- n) The bidders are expected to broadly maintain the proportion of prices for various line items of Bill of Material, even when the total price has reduced in the auction. Any significant reduction in the cost of Expert Services /Professional Support/Training / OEM Services/ is not desired during reverse auction. LIC may require the bidder to justify and maintain reasonableness of cost of such items. LIC’s decision in this matter shall be final and binding.
- o) **The final outcome of the bidding process will be published on the LIC website.**
- p) The bid price shall be in Indian Rupees.
- q) The bidder would need to provide all costs in **Annexure-VII** Commercial bid details. The cost summary from these will flow into the Summary sheet of Annexure VII Commercial bid details.
- r) After the close of online reverse auction, the L1 bidder shall provide a commercial breakup of all the line items along with the working sheet to LIC within 3 days (excluding Saturdays, Sundays and Holidays under NI Act. As applicable in Maharashtra), failing which LIC reserves the right to reject the bid. In addition to this, L1 bidder should provide line level pricing.
- s) In case the tendering process has not been completed within the stipulated period, LIC may request the bidders to extend the validity period of the bid.
- t) The selected L1 bidder will be informed about the selection and the result will be notified on the LIC website www.licindia.in and the bidders are advised to visit the above website for any information in reference to this RFP.
- u) In the event the Bidder has not quoted or has omitted any product or service, then it will be deemed that the Bidder shall provide the same product and/or service at no additional cost to LIC.
- v) The Bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.
- w) The bidder with the lowest quote at the end of the reverse auction process will become the successful bidder.

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

20. 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.

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

22. Eligibility Criteria:

Bidders should be Oracle Authorized Support Renewal Partner.

Eligibility Criteria for the Bidder to participate in the above RFP are as follows:

Sl. No.	Eligibility Conditions	Documentary Evidence Required
1.	The Bidder must be an Indian firm / Company/ Organization registered under applicable Act in India and in existence for 5 years.	a) Certificate of incorporation/registration b) GST Registration number c) Copy of PAN card
2.	Bidder must have minimum turnover of Rs.50 Crores in each of the following three financial years i.e., 2020-2021, 2021-2022 and 2022-2023. Bidder should have made profit (before tax) in each of the following three financial years i.e., 2020-2021, 2021-2022 and 2022-2023.	Details to be submitted in Annexure-II and attested copies of Audited Balance Sheet and Profit and Loss account for the relevant years, duly signed by Authorized signatory of the Company along with Name and Seal.
3.	Bidder must have provided AMC for Oracle EXADATA systems to at least 2 (two) companies in the last 5 financial years preceding the date of this RFP. At least one among these should be provided to Government Departments/PSU/BFSI sector companies.	Copy of the concerned Purchase Orders to be submitted and details to be submitted as per Annexure-II.
4.	The bidder should not have been blacklisted by any Govt./PSU/reputed listed company for corrupt or fraudulent practices or non-delivery / non-performance in the last three years.	The certificate in original from the Authorized signatory should be attached as compliance to this condition as per Annexure-VIII.

5.	Manufacturer's authorization letter (i.e. MAF) from OEM (M/s Oracle India Private Limited).	The bidder must submit the Manufacturer's authorization letter (i.e. MAF) from OEM (M/s Oracle India Private Limited) as per Annexure-VI.
6.	The bidder should submit an Authorization for the signatory nominated for signing of all the documents submitted in this RFP.	Power of Attorney or the copy of Board resolution appointing the authorized signatory.
7.	Status of the pending litigation, if any, by the bidder or against the bidder, indicating the up to date, correct and current status of the case	Certificate from the Company Secretary, General Manager stating only the current status of the pending litigations, if any and not the details of the case/s.

All the documents/ proforma (s)/ Certificates should be signed/ attested by the Signatory of the Company authorized as per the Power of Attorney or as per the copy of the Board resolution appointing the authorized signatory.

23. Terms and Conditions

Eligibility Bids submitted by the bidders will be evaluated by an Evaluation Committee, constituted by LIC, based on bid submission, presentations by the bidders (if required) and discussions with the bidders during presentations & customer referrals provided by the bidders including site visits.

a. Validity Period:

- a) The AMC period for Exadata X7-2 hardware items, Exadata X7-2 Storage Software and Exadata X5-2 hardware items, Exadata X7-2 Storage Software shall be for the period upto 11.07.2026 starting from the current expiry date and OADG shall be for the period upto 10.04.2026 starting from the current expiry date 11.07.2026.
- b) **A purchase order/work order shall be issued to the successful bidder.** UPTO 11.07.2026
- c) The Performance Bank Guarantee shall be released after 26 months from date of submission of PBG as mentioned under Section-D (2) – Performance Bank guarantee.
- d) **Approved Rates under RFP for AMC of Oracle EXADATA SYSTEMS:** The AMC rates approved by LIC after the RFP evaluation process under the above referred RFP will be valid up to the specified **end date**. LIC reserves the right to **reduce or extend** the validity period of the AMC contract of EXADATA X5-2 and X7-2 Systems and Oracle ADG software.
- e) In case of termination of the AMC Contract, the same will be informed to the Vendor by serving a notice period of 90 days if the Hardware is going for an upgrade/replacement/refresh or a new procurement exercise is being undertaken.

b. Performance Bank Guarantee (PBG):

A PBG (As per **Annexure-III**) to the tune of 5% of the total contract/purchase value shall be submitted by the selected bidders.

The Performance Bank Guarantee shall be submitted within 5 days from the date of intimation/ letter issued for selection as Vendor. Failure to do so may attract a penalty of Rs.5,000/-per day, subject to maximum penalty of Rs. 25,000/-.

The PBG should be of a Nationalized/Scheduled Bank only and should be valid for the period of 12 months and the claim period will for additional three months that is up to 15 months from the date of submission of PBG. The PBG / part thereof may be invoked for an amount that will be decided by LIC, when the bidder backs-out of any of his obligations as per this RFP, including refusal to take up AMC for the equipment covered under AMC.

In case where PBG is invoked, the bidder shall replenish the used portion of PBG immediately through additional PBG within 15 days time period from the invocation.

In case the selected bidder fails to submit performance bank guarantee even after the elapse of 20 days from the time stipulated, LIC, at its discretion, may cancel the allotment and it will be treated as vendor has backed out.

c. Pricing & Taxes

a. Prices

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

Escalation of Costs: The Bidder will in no circumstance be entitled to any escalation of costs or price of any material / items supplied or services tendered under the contract. The prices will not be subject to variation on any account.

b. Taxes and Duties

Bidders will be entirely responsible for all taxes, duties, license fees, road permits, and transit insurance etc., except GST, and Octroi/LBT incurred until delivery of the contracted services to LIC.

GST and Octroi/LBT, if any, will be reimbursed only at actual on production of appropriate receipts within 15 days of such tax payment to the respective authorities by the Bidder.

c. Deduction of Taxes at Source

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

d. Payment Terms:

- a) QMC Payments will be settled at the Central Office location, Mumbai only, **quarterly in advance** on quarterly basis **at the approved L1 AMC rate discovered**.
- b) The AMC value for each quarter will be all inclusive of taxes, duties, levies, GST etc. as applicable. The other relevant taxes by the government, at applicable rates as and when applicable will be paid to the Vendor along with the AMC payment.
- c) Efforts will be made to settle all payments within 21 days after the receipt of the complete set of invoices along with the supporting documents and requirements are submitted by the Vendor to the Office where the payment will be settled in Mumbai.
- d) The penalty, if any, accumulated after release of payment will be recovered from the next quarterly AMC payment due. The penalty, if any, accumulated after release of payment pertaining to the last servicing quarter of the contract period will be recovered by invoking the Performance Bank Guarantee available with LIC or any other payment due to the Vendor. In any case, where the penalty exceeds the payment amount, the same will be recovered by invoking the Performance Bank Guarantee or any other payment due to the Vendor by LIC.
- e) In such cases, where PBG is invoked, the bidder shall replenish the used portion of PBG immediately through additional PBG within 15 days period.

e. Terms & Conditions for Servicing of Hardware

- a) On LIC issuing the Purchase order/Work order to the successful bidder, the Annual Maintenance Contract with the successful bidder shall come into force. The terms and conditions, SLAs for

servicing of the Hardware are defined in this RFP document / any subsequent corrigendum , replies to pre-bid queries, bid proposals and submission by the bidder shall become binding on the bidder.

- b) However, LIC reserves the right to revise these terms & conditions in AMC, in future, in the best interest of LIC on discussion with the AMC Vendor. The selected Vendor shall arrange for the Introductory meeting with the Secretary (ODs , IT/DT), Dy. Secretary (ODS ,IT/DT),ODS Section at Central Office, within 7 days of intimation (through email) of Letter of Intent to the Vendor on selection.

f. Maintenance and Servicing

- a) During Servicing, whenever required, the Vendor has to install original OEM manufactured Spare Parts of same or higher configuration (subject to compatibility) as per the Bill of Material provided.
- b) Spares, consumables and support for the hardware should be made available from Principal Vendor (OEM).
- c) The entire responsibility will rest on the AMC Vendor for servicing and proper functioning of the equipment covered under AMC.
- d) During specified tenure until the refresh of hardware takes place if it is found that spares /consumables or support is not available, the existing irreparable hardware will have to be replaced by equivalent or higher model by the AMC Vendor at no extra cost to LIC.
- e) Whenever any Hardware equipment is taken out of an 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/rectification at the earliest. Thereafter, the Vendor shall reinstall the same machine after repair unless it is declared to be irreparable.
- f) In the event of replacement of the system or any part thereof, it should be done with an equipment/ part, equivalent or of higher configuration which is compatible with the system.
- g) 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.
- h) 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 will have to adhere to the office timings of the Organization. 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 clearance from LIC's authorized Officials. If any unwarranted or uncalled for behavior is observed which has come to the notice of the respective official monitoring IT dept then the matter will be viewed very seriously by the decision making authorities and action will be initiated on the Service Engineer/Representative of the Vendor.
- i) **Role of AMC Vendor:**
The Vendor will supply the Services:
- i. With due skill and care and to the best of the Vendor's knowledge and experience;
 - ii. In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines;

- iii. Using the Specified Personnel;
- iv. In accordance with all applicable Laws;
- v. The Vendor will be obliged to work closely with LIC's staff, act within its own authority and abide by directives issued by LIC and undertake implementation activities;
- vi. The Vendor will abide by the job safety measures prevalent in India and will free LIC from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated;
- vii. The Vendor will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors;
- viii. In accordance with any reasonable directions given by LIC from time to time in relation to the Services;
- ix. So as to meet the milestones and other project plan requirements, and where no milestones or project plan requirements are specified, promptly and without delay.
- x. The Vendor, will, in the performance of the Services:
 - a) Fully co-operate with LIC's Personnel and any other entities interacting with LIC; and
 - b) Use its best efforts to co-ordinate its activities so as to support and facilitate, in LIC's best interests, the timely and efficient completion of all work and other activities to be performed for LIC by any person. If the same requires additional support to be provided from the OEM of the said hardware other than the support from the vendor's engineer then the same will have to be complied to by the AMC Vendor.

j) Booking of Breakdown Complaints:

- i. 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 CCR with complete details.
- ii. The breakdown call will be treated as closed permanently after validation by the User/ Secretary(ODS, IT-SD) ,Dy. Secretary (IT-ODS SECTION at Central Office, IT/SD, ODS SECTION.

24. Service level Agreement.

This Service Level Agreement is intended to provide LIC with optimal services by the Vendor. This document covers the service availability, the service levels etc. for all the Hardware across all the locations mentioned above. The RFP document is intended to be a "living document" during the execution of the contract. It will serve as the foundation for continuous optimization of service level and performance measurement process throughout the term of the contract. Any modification to the AMC will be made upon mutual agreement of the parties.

The Service Level Agreement, Terms and Conditions are defined as below.

Table-1 :

Working Hour Window	24 X 7 (365 days in a year)
---------------------	-----------------------------

Site	Hardware located at a location – Data Center, Vile Parle, Mumbai, CTRLs Data Centre at Bengaluru.
QMC (Quarterly Maintenance Charges)	The amount payable to the vendor for their services will be on quarterly basis in advance. QMC = Annual Maintenance Charges (AMC) / 4
Hardware related AMC cost	For calculation of penalty, Total AMC bill of all hardware items related AMC (Annual Maintenance) costs shall be considered.
Formula for the Systems Uptime Calculation (Quarterly): Systems Uptime (%) =	$\frac{\text{Total working hours during the Quarter (Less) Total downtime during the Quarter##}}{\text{Total working hours during the Quarter}} \times 100$
## Down-time/Loss of service of entire Exadata X7-2 System, Exadata X5-2 System due to any faults arising out of DB nodes, Storage servers, Interconnects, switches and any other associated, accessories will be counted in Quarterly total down-time during the quarter and Penalty will be calculated on Total Annual maintenance Charges for hardware for the Quarter	

1. Complaint booking and resolutions.

- a) **Complaint Booking:** Complaint(s) will be booked by IT/DT, ODS SECTION of LIC. The downtime / breakdown period will be reckoned from the date and time of logging of the complaint by Corporation's authorized official/assigning of the trouble ticket. The complaint will be deemed to be booked if any of the following records are available with the Corporation.
- i). Complaint number along with the date and time of its booking.
 - ii). E-mail or Fax etc. regarding the complaint from LIC office.
- b) **Complaint Resolution :** The complaint resolution time/penalties etc. for the breakdown will be as defined below. In case of physical visit(s) by the engineer, all the reports of complaint resolution / closure will be validated by LIC's authorized personnel from IT/SD, ODS SECTION. Complaint(s) will be deemed to be resolved if the following record is available with the LIC:
- a. Customer Call Report (CCR) signed by both the service engineer and Corporation's authorized official, confirming that the complaint is resolved. Date and time of complaint booking and the date and time of resolution of the complaint shall be indicated clearly in the CCR.
 - b. E-mail or Fax from the vendor is acceptable, in case physical visit of the vendor/engineer was not required, but the complaint is successfully closed. However, this may not be accepted if the resolution of the complaint is disputed by Corporation.
 - c. Calls closed by engineer posted for LIC Central Office, Mumbai and validated by designated officials of LIC.

The exact process of complaint booking/complaint resolution will be conveyed to the selected vendor. The detailed procedure to be followed for call resolution (workflow) will be conveyed to the selected vendor by LIC after the selection process is over. The selected vendor will have the entire ownership for the tickets monitoring and closure within the stipulated SLAs.

2. Guiding Principles:

- a) Vendor Response to incidents/problems may be onsite or telephonic or through E-mail.
- b) All SLA calculations will be on quarterly basis. However, reports will have to be submitted on monthly basis for performance review and corrective actions.
- c) LIC may make request for modifications to the agreed Service Level by sending written notice at least 15 days prior to the date that such modifications are to be effective, provided that the proposed modifications are mutually agreed.
- d) LIC, at any point of time, can ask the vendor for change the engineer (on their own pay roll) in case service/response level of the existing engineer/technical support is not found satisfactory.

3. System Uptime required and its applicable penalties.

Site-uptimes to be provided by the vendor are tabulated in Table-1 below. If the desired uptimes are not achieved, penalty as given below will be applicable.

Table-2 :

Required System-Uptime and Penalties applicable if the desired system uptimes are not met

Required Systems-Uptime on Quarterly basis (Exadata X7-2 and Exadata X5-2 systems, 7 Oracle X5-2 and X5-2L servers)		99.9%
Percentage System-up time	Penalty Applicable (% of Total Hardware related Quarterly AMC costs)	
99.9	0	
99.8	5	
99.7	10	
99.6	15	
99.5	20	
99.4	25	
99.3	30	
99.2	40	
99.1	50	
99	60	
< 99% site uptime	For every 0.1% decrease in site uptime, 10% of AMC will be deducted as penalty	

Please note that:

- a) Hardware uptime Reports etc. will be generated by the tools deployed by LIC.
- b) SLAs will be applicable based on the reports generated by the LIC's Service-Desk/ Module. (If applicable)
- c) Site uptime will be calculated on Quarterly basis.
- d) The QMC will be settled by the Central Office, Mumbai location only for the Hardware serviced under their jurisdiction.
- e) **Penalty cap for every such incidence will be 10% of the Total AMC Bill. Penalty will be deducted from any amount payable to the Vendor or invoking the performance Bank Guarantee.**

In rare cases where the penalties imposed require any reconsideration due to some genuine reasons which will be represented by the vendor, the matter will be decided by LIC of India, Central Office, Mumbai. LIC's decision will be final in this matter.

4. Exclusion from Downtime calculations.

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

- a) Scheduled downtime on account of preventive maintenance, system testing and acceptance test, system upgrades etc.
- b) Failure due to application configuration.
- c) All failures due to source power unavailability and power conditioning, UPS failure etc. beyond control of Vendor Managed Services. However, onus of proof will be with the vendor and LIC's authorized officials will verify the authenticity of the claim made by the servicing Vendor.
- d) Force Majeure conditions defined (as per Force Majeure clause) or any condition not foreseen but which will be mutually agreed by both the parties.
- e) No breakdown charges will be deducted if the complaint is resolved within the resolution time specified in the above Table-2. In case the breakdown complaint is not resolved within the resolution time stated in Table-2 above, penalty for breakdown for various Hardware items mentioned in Chart of Penalties as per Tables-1 and Table-2 above will become chargeable.

- f) If the complaint is not resolved within the resolution time specified in the above table, penalty as per Chart of Penalties Table-2 will be charged from the time of lodgment of the complaint. In that case, 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.
- g) When any hardware is declared as irreparable by the vendor, due to reasons other than those covered under “repairing on chargeable basis”, the vendor has to provide a permanent replacement of the hardware with a new machine of equivalent or higher configuration of reporting the problem. Till that time a standby has to be provided by the vendor immediately. The hardware provided as permanent replacement should be of same as or higher configuration and have date of manufacture same as or later than that of the hardware which is damaged. Documentary proof or brochures related to the same giving the above details of the replaced hardware should be provided to LIC for record and decision if it is acceptable.
- h) Replacement of equipment at no cost to LIC will not be applicable if the breakdown is due to reasons not attributable to the vendor. 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 of the servicing AMC vendor.

25. Addition and Deletion in Inventory:

Based on the movement/ shifting/Buyback of Hardware items or due to any other reasons, there may be addition or removal of Hardware items in the AMC Inventory of the Vendor where the possibility is remote. Such changes will be affected in the Hardware Inventory will be informed to the Vendor. The AMC for such Hardware items will be calculated on pro-rata basis for the effective period. However, such situations will be remote wherein a new hardware will be added in the existing setup.

26. 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, including but not limited to natural calamities, fire, explosions, floods, power shortages, acts of God, hostility, acts of public enemy, wars, riots, strikes, sabotage, pandemic, order/action or regulations of government, local or other public authorities.
- b) In case a Force Majeure situation arises, the Vendor shall immediately notify LIC in writing of such conditions and the cause thereof within two calendar days and prove that such is beyond the control and affect the execution of the services to be implemented.
- c) Unless otherwise directed by LIC in writing, the Vendor shall continue to perform its obligations under the contract as far as it is reasonably practical and shall seek all reasonable means for performance not prevented by the Force Majeure event.
- d) **Notwithstanding the above, the decision of LIC shall be final and binding on the Vendor.**

27. 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.

28. Disputes:

Continuity of Performance: In the event of a dispute between the Party and the LIC, each party will continue to perform its obligations under this Agreement during the resolution of such dispute unless and until this

Agreement is terminated in accordance with its terms. No interest will accrue on any disputed amount during the course of arbitration proceedings.

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:

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

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

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

29. Fraud and Corrupt Practices:

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

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

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

30. Confidentiality:

The contents of the RFP and the supporting documentation are confidential to LIC and are provided solely to the VENDOR for the purpose of response to this RFP.

The VENDOR shall not, without written permission from LIC make any public statements in relation to the details of agreement or any subsequent purchase orders issued under RFPs or agreement / contract signed by the VENDOR.

31. Indemnity:

The Vendor shall at all times indemnify and keep indemnified LIC against all claims / damages etc., for any infringement of any Intellectual Property Rights while providing its services under the agreement.

The Vendor shall at all times indemnify and keep indemnified LIC against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Vendor.

The Vendor shall at all times indemnify and keep indemnified LIC against any and all claims by employees, workmen, contractors, sub-contractors, agents, employed engaged or otherwise working for the Vendor, in respect of wages, salaries, remuneration, compensation or the like.

All claims regarding indemnity shall survive the termination or expiry of the agreement.

32. Conflict of interest

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.

33. Consequences of Termination of Selected Bidder

During the contract period if the service of the selected Vendor is not satisfactory and has caused agony and loss to LIC then contract with selected Vendor will be terminated and necessary actions as per the RFP Terms and Conditions will be taken. 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.

34. Ambiguities within the Document

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

- a) as between two Clauses of this RFP, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause.
- b) as between the provisions of this RFP and its Annexures, the RFP shall prevail, save and except as expressly provided otherwise in the RFP or the Annexures; and
- c) as between any value written in numerals and that in words, the value in words shall prevail.

35. 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 and is of significant nature, LIC will reserve the right to debar the Bidder from participating in future RFP's floated 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 whatsoever 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 also reserves the right to call for open RFPs for Hardware equipment/services/ other requirements, if deemed necessary.
- d) During the contract 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 Vendor. This also applies to dispute over interpretation of clauses in the RFP.
- e) LIC reserves the sole right to decide on the terms and conditions of Annual Maintenance Contract (AMC).
- f) LIC may terminate the agreement if it determines at any time that the selected Vendor 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.

36. Handing over of the contract.

The Purchase Order shall be issued by Central Office only after the submission of NDA, Performance Bank Guarantee, by the Bidder.

EXECUTIVE DIRECTOR (IT/DT)

Annexure-I: Covering Letter

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

Sir,
Ref. No.: LIC/CO/IT-DT/AMC/ODS/EXADATA SYSTEMS/2024 Dated 12th July 2024

Having examined the RFP document, terms and conditions including all Annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Renewal of Annual Maintenance Contract of EXADATA X7-2(HC) SYSTEMS, EXADATA X5-2(HC) SYSTEMS, Exadata Storage software and Oracle Active Data Guard (OADG) software**, in conformity with the said RFP documents in accordance with schedule of prices attached in the commercial bid and made part of this tender. We hereby agree and accept all the clauses/terms and conditions mentioned in the RFP document dated 12th July 2024 and also subsequent modifications / clarifications / corrigenda.

We understand that,

- 1) If our Bid for this RFP/tender is accepted, we undertake to enter into and execute at our cost, when called upon by LIC to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof and notification of award shall constitute a binding contract between us.
- 2) If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Documents.
- 3) We agree to abide by this Tender Offer for 6 months from date of Tender (Eligibility Bid) opening and our offer shall remain binding on us and may be accepted by LIC at any time before expiry of the offer.
- 4) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 5) We agree that LIC is not bound to accept the lowest or any Bid that LIC may receive and LIC may reject any bid or accept or entrust the entire work to any Bidder without assigning any reasons or giving any explanation whatsoever.
- 6) We certify that we have provided all the information requested by LIC in the format requested for. We also understand that LIC has the exclusive right to reject this offer in case LIC is of the opinion that the required information is not provided or is provided in a different format.
- 7) We will indemnify LIC against all third-party claims of infringement of patent, Intellectual Property Rights, trademark, copy right or industrial design rights arising from use of the Bidders Solution or any part thereof throughout the Offices of LIC, including but not limited to the legal actions by any third party against LIC.
- 8) We confirm that the contents of the CDs/DVDs/Pen Drive submitted are the same as provided in the hard copies submitted by way of bid response under this RFP.

Dated at _____ this _____ day of _____ 2024.

**Thanking you,
Yours faithfully**

**Authorized Signatory,
For _____ (Company name)**

Annexure-II: Company Profile

(*To be submitted on Rs. 100/- stamp paper by the Vendor)

RFP Ref: LIC/CO/IT-DT/AMC/ODS/EXADATA SYSTEMS/2024 Dated 12th July 2024

Part-A: Company and Financial Details

1	Name of the Company	
2	Whether System Integrator is Oracle Authorized Support Renewal Partner	
3	Date of Incorporation	
4	Company Registered as [Public Limited/Private Limited]	
5	Address of Corporate/ Registered Office	
	Line 1	
	Line 2	
	Name Of City	
	State	
	Postal Code	
	Email id	
	Phone no./ FAX no.	
6	Address of Communication:	
	Line 1	
	Line 2	
	Name Of City	
	State	
	Postal Code	
	Email id	
	Phone no./ FAX no.	
7	GST Registration No. and Date of registration	
8	Names of the States for which the bidder has GST Registration No. (Attach registration Certificates)	
9	PAN No. (Attach certified copy of PAN)	
10	Revenue of the company from AMC/ Support business in India (including LIC): Financial Year: (in Crores)	
	2020-2021	
	2021-2022	
	2022-2023	
11	Profit of the Company Financial Year: (in Crores)	
	2020-2021	
	2021-2022	
	2022-2023	
12	Bank Details	
	Name of Bank	
	Branch	
	MICR Code	
	Type of A/C	

	Account No.		
	IFSC Code		
13	Details of the Top two (2) Customers Serviced	Customer 1	Customer 2
	Name of the Customer		
	Name of the Contact Person		
	Contact number		
14	We hereby confirm that we, M/s _____ have not been debarred by LIC, as on date of submission of the bid.		
15	Any other relevant information not covered in the above points:		
Enclosures: a), Sales Tax, GST Certificate and Certificate of Incorporation, Profit & Loss Statement, Audited Balance sheet, and latest IT Returns and Sales Tax duly signed/ attested by the authorities mentioned in the Tender. b). Copy of the cancelled cheque b). Power of Attorney or the copy of the Board Resolution appointing the Authorized Signatory			

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company

Annexure- III: Format for Performance Bank Guarantee (PBG)

(To be executed by selected bidder)

RFP Ref: LIC/CO/IT-DT/ODS/AMC/EXADATA SYSTEMS/2024 Dated 12th July 2024

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

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

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

This Bank Guarantee will be valid for a period up to _____ (for a period of 15 months from the date of submission including 3 months claim period)

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

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

Dated at _____ this _____ day of _____ 2024.

Sealed & Signed by the Bank

Annexure-IV: Non-disclosure Agreement

(No deviations in wordings permitted) – (To be executed by the Successful Bidder only)

(To be executed over Rs.250 Stamp/Franked paper & notarized)

RFP Ref: LIC/CO/IT-DT/ODS/AMC/EXADATA SYSTEMS/2024 Dated 12th July 2024

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

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

AND

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

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

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

WHEREAS, the Respondent is aware that while responding to LIC’s Request For Proposal **RFP Ref : LIC/CO/IT-DT/ODS/AMC/EXADATA SYSTEMS/2024 Dated: _____** 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.

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.

Respondents agree that Confidential Information is and shall at all times remain the property of LIC. Respondents 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.

Respondents 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.

Respondents 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.

Respondents 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-V: Pre-contract Integrity Pact

(No deviations in wordings permitted)

(To be submitted on a stamp paper of Rs. 250/- by the Bidder)

RFP Ref: LIC/CO/IT-DT/ODS/AMC/EXADATA SYSTEMS/2024 Dated 12th July 2024

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2019. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as “LIC”) a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at “Yogakshema” Jeevan Bima Marg Mumbai 400021. (here in after called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented by Shri..... (Hereinafter called the “BIDDER /SELLER/SERVICE PROVIDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFORE,

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

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

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

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

1.Commitments of the BUYER

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

1.2 The BUYER will, during the pre-contract stage/evaluation stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the “**Chief Vigilance Officer**” of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

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

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

3.3 Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.

3.4 BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.

3.7 The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12If 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.

3.13The 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.

3.14The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

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

5. Sanctions for Violations:

5.1 Any breach of the aforesaid provisions by the BIDDER or anyone 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 may be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

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

6. Independent Monitors:

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

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

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

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

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

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

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

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

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

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

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

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

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

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

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

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

10. Validity:

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

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

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

BUYER	BIDDER	Name of the Officer:	CEO:
Designation			
Dept. /			

Witness

1.....	1.....
2.....	2.....

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

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

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

Date:

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

RFP Ref: LIC/CO/IT-DT/ODS/AMC/EXADATA SYSTEMS/2024 Dated 12th July 2024

Dear Sir/ Madam,

This is to confirm M/s. _____ is an Oracle Authorized Support Renewal Partner for Premier Support of Hardware & Software in India. Hence they are authorized to conduct Premier Support for Hardware and Software Renewal business in India and renew the Hardware and Software Contracts with the Customers.

We hereby authorize M/s. _____ to participate in the subject mentioned RFP REF:LIC/CO/IT-DT/ODS/AMC/EXADATA SYSTEMS/2024 Dated 12th July 2024 for Renewal of the Annual Maintenance Contract (AMC) of EXADATA X7-2 (HC) system, EXADATA X5-2 (HC) system, Exadata storage software and OADG software with Life Insurance Corporation of India.

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

Kindly consider this letter as an Authorization for the Participation in the subject mentioned RFP Ref. No. LIC/CO/IT-DT/ODS/AMC/EXADATA SYSTEMS/2024 dated 12th July 2024 for Renewal of the AMC of the ODS and EXADATA Systems with Life Insurance Corporation of India.

Yours faithfully,

For Oracle India Private Limited

Annexure-VII: Commercial Bid Format

RFP Ref: LIC/CO/IT-DT/ODS/AMC/EXADATA SYSTEMS/2024 Dated 12th July 2024

Sl. No.	CSI No.	Description	AMC for year-1	AMC for year-2	Total Cost (At actual)	Grand Total Cost (NPV)
			(I)	(II)	(I + II)	(I)+(II*0.90909)
1	22358523	Exadata X7-2 Quarter rack (Hardware)				
2	22358522	Exadata X7-2 Storage Server Software				
3	22356929	SFP 28 Transceiver				
4	19843831	Exadata X7-2 Additional Storage servers				
5	22358524	Exadata additional Storage Server software				
6	19843830	Exadata X5-2 Qtr rack Storage Server software				
7	19845851	Exadata X5-2 Eighth rack Storage Server software				
8	19845852	Exadata X5-2 Eighth Rack (Hardware)				
9	19847298	7 non-Exadata servers				
10	27608947	Oracle Active Data Guard licenses				
		Total				

For CSI No. 22358522, 22358523, 19843831, 22358524 and 22356929, year-1 is from 12.07.2024 to 11.07.2025 and year-2 is from 12.07.2025 to 11.07.2026

For CSI No. 19845851 , 19845852, 19843830 and 19847298, year-1 is from 11.10.2024 to 10.10.2025 and year-2 is from 11.10.2025 to 11.07.2026

For CSI No. 27608947 year-1 is from 09-06-2024 to 08.06.2025 and year-2 is from 09.06.2025 to 10.04.2026

Grand Total Cost (NPV) - Figures will be used for Comparison as per RFP point No. 19(e)(4) i.e., Price Variation Factor and H1 Elimination clause. Also, NPV Figure is to be quoted in Online Reverse Auction.

Note: Bidders are requested to note the following:

- 1. Grand total cost (NPV) should be exclusive of GST.**
- LIC would reimburse GST to the vendor at the actual rate.
- While Online Reverse Auction will be on the basis of **Grand total cost (NPV), the Purchase Order will be given for Total Cost (Actuals).**
- All the payments will be made by LIC, Central Office Mumbai electronically through RTGS / NEFT by crediting the same in vendor's bank a/c as per details furnished in the Company Profile i.e. **Annexure II.**
- TDS will be deducted as per rules applicable.

6. Change in Tax structure at the time of actual invoicing : While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of the quotation/rates shall be borne by LIC, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to LIC in its favour.

Date:

Signature of Authorised Signatory ...

Place:

Name of the Authorised Signatory ...

Designation ...

Name of the Organisation

Seal...

Annexure-VIII: Declaration regarding non-Blacklisting

RFP Ref: LIC/CO/IT-DT/ODS/AMC/EXADATA SYSTEMS/2024 Dated 12th July 2024

To,

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

This has reference to the LIC's RFP Reference No: **LIC/CO/IT-DT/ODS/AMC/EXADATA SYSTEMS/2024 Dated 12th July 2024**, for **Renewal of Annual Maintenance Contract of EXADATA X7-2(HC) SYSTEMS, EXADATA X5-2(HC) SYSTEMS, Exadata Storage software and Oracle Active Data Guard (OADG) software**. We _____ (name and address of the bidder) hereby confirm that we have not been blacklisted/de-barred by any Govt./ PSU/ BFSI organization/ Government Departments in India, including LIC, as on date of submission of the bid. Also, there has been no occasion of disassociation with any of our customers in India on account of delayed/defaulted deliveries or services during last three years.

SIGNATURE

Name:

Designation:

Authorized Signatory

Date: _____/ 2024

Place:

Company Seal

Annexure-IX: Authorization for signing all the documents related to RFP

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

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

Date:

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

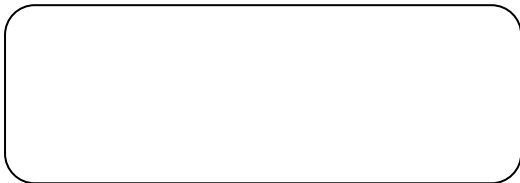
Sir,

SUB: Authorization to sign on behalf of the Company for LIC RFP for **Renewal of Annual Maintenance Contract of EXADATA X7-2(HC) SYSTEMS, EXADATA X5-2(HC) SYSTEMS, Exadata Storage software and Oracle Active Data Guard (OADG) software**

[Ref. No.: LIC/CO/IT-DT/ODS/AMC/EXADATA SYSTEMS/2024 Dated 12th July 2024

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

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



(Sample Signatures of the Authorized Signatory)

Dated at _____ this _____ day of _____ 2024.

Yours faithfully,

Signature(s):

Name(s):

Designation:

Name & Address of the company:

Seal of the Company

Contd.

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

Date:

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

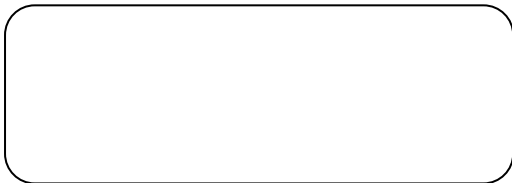
Sir,

SUB: Authorization to sign on behalf of the Company for LIC RFP for **Renewal of Annual Maintenance Contract of EXADATA X7-2(HC) SYSTEMS, EXADATA X5-2(HC) SYSTEMS, Exadata Storage software and Oracle Active Data Guard (OADG) software**

Ref. No.: LIC/CO/IT-DT/ODS/AMC/EXADATA SYSTEMS/2024 Dated 12th July 2024

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

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



(Sample Signatures of the Authorized Signatory)

Dated at _____ this _____ day of _____ 2024.

Yours faithfully,

Signature(s):

Name(s):

Designation:

Name & Address of the company:

Enclosures:

Schedules

Schedule-1: Scope of Work

RFP Ref: LIC/CO/IT-DT/ODS/AMC/EXADATA SYSTEMS/2024. Dated 12th July 2024

To provide AMC Services (maintenance service of hardware and software of Exadata servers) of –

1. One X7-2 HC of Oracle Exadata servers located at LIC Data Centre, Vile Parle Mumbai
2. X7-2 Exadata Storage server Softwares
3. Oracle Active Dataguard services.
4. X5-2 Exadata Storage server Softwares
5. One X5-2 HC of Oracle Exadata servers located at LIC Data Centre, Vile Parle Mumbai
6. Oracle servers

(Please refer to Schedule-2 for details of Hardware and Software Components to be renewed)

Specifications, Performance Standards, and Functional Requirements:

LIC is looking for a bidder who should provide the following services:

- a) Onsite comprehensive AMC and management for all the hardware components including free replacement of spares, parts, kits as and when necessary, during the term of the contract for 12 months from date of contract.
- b) Comprehensive on-site maintenance support 24 X 7 X 365 for the hardware equipment/ components/ software of the Hardware as per Schedule-2 for a period of two years at the deployed place where the systems and software have been installed and operationalized, as per the LIC's requirements.
- c) Comprehensive Maintenance shall include, among other things, maintenance of the systems, OS maintenance, patching, troubleshooting, reloading of software etc. when required and in the event of system crashes/malfunctioning, arranging configuring as per the requirement of LIC, fine tuning, system monitoring, log maintenance, replacement of the faulty hardware component etc.
- d) In case of failure of hardware, system software the vendor shall ensure that system is made operational to the full satisfaction of the LIC within the defined CTR (call to repair) period.
- e) In the event of system break down or failures at any stage, availability of protection, shall be ensured through the following:
 - Diagnostics for identification of systems failures
 - Protection of data/ Configuration
 - Recovery/ restart facility
 - Backup of system software/ Configuration
 - Sharing of RCA.
- f) Future additions of Hardware / Software
- g) LIC would have the right to: -
 - Shift the supplied system to an alternate site of its choice.
 - Expand the capacity/enhance the features/upgrade the hardware/software supplied either from the vendor, or another vendor, or developed in-house.
 - Data Restoration after replacement of peripherals would be done under AMC.
- h) The AMC/Support terms would not be considered as violated if any of events specified under (g) above takes place.
- i) Support (AMC/Support) would be comprehensive in nature and must have back-to-back support from the OEM. The vendor will warrant Equipment against defect arising out of faulty design, materials, etc. during the specified support period. The vendor will provide support for operating systems and other pre-installed software components/system software during the specified period of the hardware on which these

software and operating system will be installed. The vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.

- j)** In the event of system break down or failures at any stage, protection should be available, which would include the following, shall be specified.
- Diagnostics for identification of systems failures
 - Protection of data/ Configuration
 - Recovery/ restart facility
 - Backup of system software/ Configuration
- k)** During the support period (AMC/Support) the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Equipment and Software Solution and its components as per the LIC's requirements. Comprehensive maintenance shall include, among other things, maintenance of the system, Equipment and Software Solution as per the LIC's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at locations wherever required, whenever it is essential. In case of failure of product/Equipment (hardware, system software or any of its components), Software Solution, the Bidder shall ensure that product/Software Solution is made operational to the full satisfaction of the LIC within the given timelines.
- l)** Ensuring 99.9% uptime for the servers.

Schedule-2: Details of AMC of EXADATA Systems and OADG to be renewed are as below

RFP Ref: LIC/CO/IT-DT/ODS/AMC /EXADATA SYSTEMS/2024. Dated 12th July 2024

A.1 Details of Hardware and Exadata Storage Software Components to be renewed for AMC.

Details of AMC of Oracle Active Data Guard to be renewed are as below:

CSI Number	Support start Date	Support End date	Service Product Name	Product Description	License Pricing Quantity	License Level	Serial Number
27608947	09.06.2024	10.04.2026	Product Support	Oracle Active Data Guard - Processor Perpetual	64	FULL USE	
27608947	09.06.2024	10.04.2026	Software Updates	Oracle Active Data Guard - Processor Perpetual	64	FULL USE	

Exadata X7-2 Storage Server Software – AMC renewal

CSI Number	Support start Date	Support End date	Service Product Name	Product Description	License Pricing Quantity	License Level	Serial Number
22358524	12.07.2024	11.07.2026	Product Support	Exadata X7-2 Storage Server Software - Disk Drive Perpetual	24	FULL USE	
22358524	12.07.2024	11.07.2026	Software Updates	Exadata X7-2 Storage Server Software - Disk Drive Perpetual	24	FULL USE	
22358522	12.07.2024	11.07.2026	Product Support	Exadata X7-2 Storage Server Software - Disk Drive Perpetual	36	FULL USE	
22358522	12.07.2024	11.07.2026	Software Updates	Exadata X7-2 Storage Server Software - Disk Drive Perpetual	36	FULL USE	

Exadata X5-2 Storage Server Software – AMC renewal

CSI Number	Support start Date	Support End date	Service Product Name	Product Description	License Pricing Quantity	License Level	Serial Number
19843830	11.10.2024	11.07.2026	Product Support	Exadata X5-2 Storage Server Software - Disk Drive Perpetual	36	FULL USE	
19843830	11.10.2024	11.07.2026	Software Updates	Exadata X5-2 Storage Server Software - Disk Drive Perpetual	36	FULL USE	
19845851	11.10.2024	11.07.2026	Product Support	Exadata X5-2 Storage Server Software - Disk Drive Perpetual	18	FULL USE	
19845851	11.10.2024	11.07.2026	Software Updates	Exadata X5-2 Storage Server Software - Disk Drive Perpetual	18	FULL USE	

Exadata X7-2 HC Rack details

CSI Number	Support start Date	Support End date	Service Product Name	Product Description	License Pricing Quantity	Location	Serial Number
19843831	12-Jul-24	11.07.2026	Premier Support for Systems	X7-2L,2U HIGH-CAPACITY SERVER, ED X7-2		Vile Parle	1918XL20NU
19843831	12-Jul-24	11.07.2026	Premier Support for Systems	X7-2L,2U HIGH-CAPACITY SERVER, ED X7-2		Vile Parle	1918XL20R2
19843831	12-Jul-24	11.07.2026	Premier Support for Systems	Exadata Storage Server X7-2 High Capacity (HC) plus Infiniband Infrastructure (for field installation)		Vile Parle	
19843831	12-Jul-24	11.07.2026	Premier Support for Systems	Exadata Storage Server X7-2 High Capacity (HC) plus Infiniband Infrastructure (for field installation)		Vile Parle	
19843831	12-Jul-24	11.07.2026	Premier Support for Systems	Exadata Database Machine X7-2 Upgrades: model family		Vile Parle	
19843831	12-Jul-24	11.07.2026	Premier Support for Systems	Exadata Database Machine X7-2 Upgrades: model family		Vile Parle	AK00456575
22358523	12-Jul-24	11.07.2026	Premier Support for Systems	X7-2L,2U HIGH-CAPACITY SERVER, ED X7-2		Vile Parle	1918XL20EJ
22358523	12-Jul-24	11.07.2026	Premier Support for Systems	X7-2L,2U HIGH-CAPACITY SERVER, ED X7-2		Vile Parle	1918XL20F0
22358523	12-Jul-24	11.07.2026	Premier Support for Systems	X7-2L,2U HIGH-CAPACITY SERVER, ED X7-2		Vile Parle	1918XL20GD
22358523	12-Jul-24	11.07.2026	Premier Support for Systems	Exadata Database Machine X7-2 High Capacity (HC) Quarter Rack with two 384 GB DB		Vile Parle	AK00456574

22358523	12-Jul-24	11.07.2026	Premier Support for Systems	Exadata Database Machine X7-2: model family		Vile Parle	
22358523	12-Jul-24	11.07.2026	Premier Support for Systems	X7-2,1U DATABASE SERVER (384GB), ED X7-2		Vile Parle	1906XL305D
22358523	12-Jul-24	11.07.2026	Premier Support for Systems	X7-2,1U DATABASE SERVER (384GB), ED X7-2		Vile Parle	1906XL306E
22358523	12-Jul-24	11.07.2026	Premier Support for Systems	Exadata Database Machine X7-2 High Capacity (HC) Quarter Rack with two 384 GB DB		Vile Parle	
22358523	12-Jul-24	11.07.2026	Premier Support for Systems	ASSY, CABINET 42U-1200 (600), STD RETMA W/DOORS		Vile Parle	465136N+19080809 1L
22358523	12-Jul-24	11.07.2026	Premier Support for Systems	ASSY, IB-SW, NM2-36P MANAGED, W/NEW KONTRON		Vile Parle	1917NNX74V
22358523	12-Jul-24	11.07.2026	Premier Support for Systems	ASSY, IB-SW, NM2-36P MANAGED, W/NEW KONTRON		Vile Parle	1917NNX75P
22358523	11-Jul-24	11.07.2026	Premier Support for Systems	SWITCH, CISCO NEXUS 9348,2PSU,3FAN		Vile Parle	FDO22502GEL
22356929	23-Jul-24	11.07.2026	Premier Support for Systems	SFP28 short-range transceiver		Vile Parle	

7 Non Exadata servers

CSI Number	Support start Date	Support End date	Service Product Name	Product Description	License Pricing Quantity	Location	Serial Number
19847298	11.10.2024	11.07.2026	Premier Support for Systems	Oracle Server X5-2: model family	1	Bangalore DR	1507NM109J
19847298	11.10.2024	11.07.2026	Premier Support for Systems	Oracle Server X5-2: model family	1	Vile Parle DC	1507NM109K
19847298	11.10.2024	11.07.2026	Premier Support for Systems	Oracle Server X5-2: model family	1	Vile Parle DC	1507NM109L
19847298	11.10.2024	11.07.2026	Premier Support for Systems	Oracle Server X5-2: model family	1	IDC Parbhadevi	1507NM109H

19847298	11.10.2024	11.07.2026	Premier Support for Systems	Oracle Server X5-2: model family	1	Bangalore DR	1507NM109M
19847298	11.10.2024	11.07.2026	Premier Support for Systems	Oracle Server X5-2L: model family	1	Bangalore DR	1507NM719E
19847298	11.10.2024	11.07.2026	Premier Support for Systems	Oracle Server X5-2L: model family	1	Vile Parle DC	1507NM719F

Exadata X5-2 HC Rack details

CSI Number	Support start Date	Support End date	Service Product Name	Product Description	License Pricing Quantity	Location	Serial Number
19845852	11.10.2024	11.07.2026	Premier Support for Systems	Exadata Database Machine X5-2: model family		Vile Parle DC	
19845852	11.10.2024	11.07.2026	Premier Support for Systems	Exadata Database Machine X5-2: model family		Vile Parle DC	AK00280078
19845852	11.10.2024	11.07.2026	Premier Support for Systems	X5-2,1U DATABASE SERVER,EXADAT A X5		Vile Parle DC	1504NM104T
19845852	11.10.2024	11.07.2026	Premier Support for Systems	X5-2,1U DATABASE SERVER,EXADAT A X5		Vile Parle DC	1504NM1035
19845852	11.10.2024	11.07.2026	Premier Support for Systems	X5-2L,2U,HIGH CAPACITY SERVER,EXADAT A X5		Vile Parle DC	1507NM70FB
19845852	11.10.2024	11.07.2026	Premier Support for Systems	X5-2L,2U,HIGH CAPACITY SERVER,EXADAT A X5		Vile Parle DC	1507NM708P
19845852	11.10.2024	11.07.2026	Premier Support for Systems	X5-2L,2U,HIGH CAPACITY SERVER,EXADAT A X5		Vile Parle DC	1507NM70EF
19845852	11.10.2024	11.07.2026	Premier Support for Systems	SWITCH,ENET,W S-C4948E-F-S,CISCO CATALYST,BACK TO FRONT COOLING		Vile Parle DC	CAT1841S2EZ
19845852	11.10.2024	11.07.2026	Premier Support for Systems	RACK 42U-1200 W/HEAVY DUTY PAL		Vile Parle DC	2047RTN-1502RB0013

19845852	11.10.2024	11.07.2026	Premier Support for Systems	SUNDC SWITCH IB-36P MANAGED,LF		Vile Parle DC	AK00273106
19845852	11.10.2024	11.07.2026	Premier Support for Systems	SUNDC SWITCH IB-36P MANAGED,LF		Vile Parle DC	AK00113799