



Request for Proposal

For

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|----|---|
| 1. | Annual Maintenance Contract of Computer Hardware & Peripherals |
| 2. | Empanelment of Hardware Service Vendors (HSV) |

RFP Ref: LIC/CO/IT-BPR/HW/2024-25/02 Dated: 16.07.2024

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

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Disclaimer:

1. The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Life Insurance Corporation of India or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.
2. This RFP is not an Agreement and is neither an offer nor an invitation by the Life Insurance Corporation of India to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
3. While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime that applies thereto, and all matters pertaining to the Life Insurance Corporation of India, and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP
4. The information contained in this RFP is subject to update, expansion, revision, and amendment prior to the last day of submission of the bids at the sole discretion of the Life Insurance Corporation of India. In case any major revisions to this RFP are made by the Life Insurance Corporation of India within seven days preceding the last date of submission of the Proposals, the Life Insurance Corporation of India may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither the Life Insurance Corporation of India nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.
5. Subject to any law to the contrary and to the maximum extent permitted by law, LIC and its Directors, Officers, employees, and agents disclaim all liability from any loss or damage suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document and any addendum/corrigendum to it or conduct ancillary to it whether or not the loss or damage arising in connection with any omission, default, lack of care or is representation on the part of LIC or any of its officers, employees or agents. All information processed by the Bidder during solution deployment and maintenance belongs to LIC. By having the responsibility to maintain the infrastructure, the Bidder does not acquire implicit access right to the information or right to redistribute the information.

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A. DEFINITIONS & ABBREVIATIONS:

1. Definitions

LIC	Means without limitation the “Life Insurance Corporation of India” (LIC), a statutory Corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act 31 of 1956) having its Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai 400 021
RFP	This Request for Proposal Ref: LIC/CO/IT-BPR/HW/2024-25/02 Dated: 16.07.2024, inclusive of any clarifications/ corrigenda/ addenda to this RFP that may be issued by LIC.
Bidder	System Integrator/ Original Equipment Manufacturer/ an entity in its individual right and fulfilling eligibility criteria and submitting a proposal in response to this RFP in its individual capacity.
Bid	The Bidder’s written submissions in response to the RFP signed by the Authorized Signatory of the Bidder.
Agreement	The written contract signed between the LIC and the selected vendor with respect to any/ all deliverables or services contemplated in this RFP and all the attached documents. The “Agreement” includes the RFP, all clarifications; addenda/ corrigenda issued by LIC, subsequent mutually agreed modifications to the RFP, response of the selected vendor to the RFP, and the contract document itself.
Authorized Signatory	The person authorized by the company’s Board/ Managing Director/ Director, through a proper authorization to represent the company for purpose of this bid submission, to sign the bid documents on behalf of the company.
Day	Calendar Day
Working Day	Shall be construed as a day excluding Saturdays, Sundays, and public holidays declared under the Negotiable Instruments Act, 1881 by concerned Local Bodies, State Governments, or Central Government of India as applicable to the concerned LIC office
Clarifications	This means Addenda, corrigenda, and clarifications to the RFP.
Contract Value	For Selected HSSV, the Contract Value will be calculated by multiplying the quantities of all the line items, with the approved L1 price of all the line items.
L1 quote	Lowest price discovered on the basis of the commercial bids submitted.
L1 Bidder	Bidder with L1 quote.
Successful Bidder	The Bidder to whom LIC notifies the award of contract.
Vendor	This means the successful Bidder/s with whom LIC signs the contract for rendering of services required in the RFP.
Specifications	Means all the functional, technical, operational performance or other characteristics required of a product or service found in this RFP or any of the annexures or addenda/ clarifications/ corrigenda to the RFP.
Party and Parties	Each of the parties i.e. LIC and Selected bidder are collectively referred to as the ‘Parties’ and individually as a ‘Party’.

Hardware	Servers, Desktop PCs, AIOs, Laptops, I-Pads, Dot Matrix Printers, Line Printers, Laser jet Printers, Inkjet Printers, Colour Printers, Multi-Function Printers, Scanners or any other Hardware included from time to time.
Law	Shall mean any act, notification, byelaws, rules and regulations, directive, ordinance, order or instruction having the force of law, enacted or issued by the Central Government and/ or the Government of any state or any other Government or regulatory authority.
Requirements	Shall mean and include the Capability, Characteristics, Attribute or Quality of systems as per the schedules, details, description and statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified and implicitly necessitated in the RFP.
Timelines	Wherever timelines have been defined as days, weeks, months, they will mean calendar days, calendar weeks and calendar months.

2. Abbreviations

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

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

IT	Information Technology
MAF	Manufacturers' Authorization Form
MASH	Metro Area Servicing Hub
MDC	Management Development Centre, LIC
MS	Microsoft

SZ	Southern Zone
VAT	Value Added Tax
WZ	Western Zone
ZO	Zonal Office
ZTC	Zonal Training Centre

B. INVITATION TO BID

The Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (**Act 31 of 1956**) and having its Central Office at "Yogakshema", Jeevan Bima Marg, Mumbai -400021, hereby invites responses through GeM portal (hereinafter referred to as "Bids"), to this Request for Proposal ("RFP") from all eligible bidders to meet the requirements set out in this RFP document.

The participation can be from:

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

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

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

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

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

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

Tender Details:

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

4. Bids are liable to be rejected if there is any deviation from the tender document and its attachments. LIC may be contacted if any clarifications are needed by the bidders before submitting the bids.
5. In case of any clarification pertaining to the tender, the following personnel can be contacted via email:

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

C. INSTRUCTIONS TO THE BIDDERS

1. Brief Scope of Work

The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare parts (excluding consumables) without any extra payments. The AMC Vendor shall carry out maintenance Services as per the schedule indicated in the bid document. The scope of the Annual Comprehensive Maintenance Service covers upkeep & smooth working of the equipment within the premises of the user department as per the laid down SLA and other provisions contained in the agreement document.

The AMC vendor should deploy trained, experienced and competent service engineers for carrying out necessary maintenance services for the equipment as per benchmarked maintenance practices/ OEM manuals at the user's location. Continuous efforts should be made by the AMC vendor to minimize the downtime of the equipment as a part of the duties of the vendor. The AMC vendor shall ensure that all equipment are maintained at optimum operating levels. Preventive Maintenance required for the upkeep of the equipment will be carried by the AMC vendor.

The contract will be for four years i.e. from **01/10/2024 to 30/09/2028**. The Hardware is located at various locations viz. CO/ ZO/ DO/ BO/ SO of LIC of India, spread across the country. The details of the same are available in the Organization Set-up clause, F.1. For the purpose of this RFP, all these locations are divided into four groups as below:

Chart of Hardware items for AMC.

	GROUP-I		GROUP-II		GROUP-III		GROUP-IV	
	(CO,WZ)		(NZ, NCZ, CZ)		(EZ, ECZ)		(SZ,SCZ)	
Hardware Item	No. of Machines	Cost of H/W	No. of Machines	Cost of H/W	No. of Machines	Cost of H/W	No. of Machines	Cost of H/W
All-in-one PC	39	26,43,402	5	3,05,834	2	87,600	4	98,020
Dot Matrix Printer	9,523	11,42,59,783	17,387	20,89,32,980	10,809	12,93,22,840	14,434	17,30,11,822
I-Pad	17	7,80,529	2	80,524	1	39,349	3	1,16,313
Laptop	141	74,85,582	92	43,60,229	57	24,04,000	71	32,17,921
Line Printer	439	9,27,14,100	766	17,26,36,448	363	7,82,40,008	596	12,92,02,278
Multi Function Printer	658	1,04,14,921	470	68,56,091	299	43,59,059	480	61,50,703
PC	15,131	46,39,32,469	23,812	72,16,09,601	13,338	40,12,53,946	20,575	61,37,90,425
Printer – Laser/ Inkjet	1,397	1,52,42,909	3,532	3,69,88,187	1,716	1,80,56,762	2,596	2,67,76,685
Scanner	142	26,70,793	262	37,28,383	129	20,68,612	244	30,98,451
Server	229	9,34,97,356	72	1,71,66,273	44	1,01,08,646	55	1,45,45,126
Grand Total	27,716	80,36,41,844	46,400	1,17,26,64,550	26,758	64,59,40,822	39,058	97,00,07,744

The quantities are indicative for each line item. It may vary from time to time due to items coming out of warranty, transfer-in or exiting of buy-back items, transfer-out, or due to other unforeseen circumstances.

The broad scope of work is:

- To undertake the AMC of all the Hardware equipment(s) and peripherals under the allotted group(s).
- Provide Onsite support and monitoring all breakdown complaints of hardware equipment with the help of Hardware portal provided by LIC.

The above is only a gist. However, for undertaking the AMC of the hardware, the Vendor has to refer the detailed Terms and Conditions, SLAs defined, and the sample AMC document which will be signed by the successful bidder for each Group and LIC.

2. Qualification Criteria

Only the bidders who meet all the qualifications mentioned in Section “Eligibility Criteria” of this RFP are eligible to participate in the RFP. The bidders who qualify on all the conditions mentioned in the Eligibility Criteria will be empanelled as Hardware Service Vendor (HSV).

3. Empanelment Period

The empanelment of the Vendors will be valid up to **31/12/2029**. LIC may decide to reduce the validity period or may cancel the empanelment before the expiry of the validity period. The decision of LIC in this matter will be final.

4. Response to the Bid

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

5. 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.

6. Relationship between LIC and the bidders

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

7. 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.

8. Bid Processing Fee

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

9. Pre-Contract Integrity Pact

The bidder shall also execute, on Rs.500 Stamp paper, a Pre Contract Integrity Pact with LIC, as per the format given in Annexure-II. The bidder shall upload a scanned copy of the pre-contract integrity pact along with the bid documents. The original hard copy shall be submitted to the LIC Office along with the

original EMD Bank Guarantee [except Micro and Small Enterprises (MSEs)]. **Any bid submitted without the Pre-Contract Integrity Pact will summarily be rejected.**

As per CVC Circular No 04/06/23 (015/VGL/091) dated 14.06.2023 of Revised Standard Operating Procedure (SOP) under clause No 2.4 "Integrity pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties."

Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

10. Activity Schedule

#	Activity	Details
1	RFP Reference & date	LIC/CO/IT-BPR/HW/2024-25/02 Dated:16.07.2024
2	Bid Processing Fee (non-refundable)	Non-refundable bid processing fee of Rs. 10,000 + GST @ 18% = Rs. 11,800 must be deposited through online NEFT/RTGS to the account of Life Insurance Corporation of India. The bank details are given in Annexure-I. Bid Processing Fee exemption will be given for Micro and Small Enterprises as defined in MSE Procurement Policy (MSEs) order 2012, issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department. Bidders should submit relevant MSME/ NSIC certificate to LIC.
3	Address of LIC office for submission of hard copies of documents/ Pre-bid meeting/ bid opening	The Executive Director (IT/DT), LIC of India, Central Office, IT/DT Department, Jeevan Seva Annexe 2 nd floor, SV Road, Santacruz West, Mumbai – 400 054.
4	Last date and time for receiving queries on Bid	23 rd July 2024 5:30 pm
5	Pre Bid meeting	23 rd July 2024, at 11:00 am in the meeting room LIC of India, Conference Room, Central Office, IT Department, Jeevan Seva Annexe, 3 rd floor, S V Road, Santacruz (W), Mumbai – 400054. Only 2 representatives of the bidder will be allowed to attend the meeting and the names of the attendees will have to be informed to the mail id given, two working days in advance.
6	Bid Submission Date & Time	6 th August 2024, latest by 3:00 pm
7	Eligibility Bid opening date/ time/ venue	The Eligibility Bids will be opened by the Tender opening committee of LIC in the presence of the bidders/ representatives who choose to attend, at 3.30 pm on 6 th August 2024, at the above-mentioned address.
8	Earnest Money Deposti (EMD)	By way of Bank Guarantee: Rs. 22,00,000 (Rupees twenty two lakhs) EMD exemption will be given for Micro and Small Enterprises as defined in MSE Procurement Policy (MSEs) order 2012, issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department. Bidders should submit relevant MSME/ NSIC certificate to LIC.
9	Commercial Bid	The Commercial Bids of the technically qualified bidders will be opened by the Tender Opening Committee of LIC on the notified date.

10	Reverse Auction	No reverse auction will be conducted.
11	Mail-id for correspondence	co_ithw@licindia.com
12	LIC's Official website	https://licindia.in/web/guest/tenders

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

Any amendment/corrigendum to this tender will be published on the websites <http://www.licindia.in/Bottom-Links/Tenders.aspx> and GeM Portal only and not in print media. Bidders should regularly visit these websites to keep themselves updated.

11. Qualification Criteria

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

12. Terms and Conditions

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

13. Pre-Bid Meeting & Clarifications

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

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

- c) Prospective bidders must submit any inquiries regarding the terms and conditions, or report any errors, omissions, or discrepancies in this RFP document, before the last date stated. Later on if any issue arises, LIC will consider the matter on the merits of the case and decide on the same, prior to the opening of the commercial bids.
- d) LIC shall not be responsible for ensuring that the bidders' queries have been received. Any requests for clarifications received after the indicated date and time will not be entertained by LIC.

- e) At any time prior to the last date of receipt of bids, LIC may, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidders, modify the RFP document by issuing clarifications/ corrigenda.
- f) Clarifications, amendments/ corrigenda (if any) issued by LIC at any time before the due date of submission of the bid will become a part of the RFP document and would be notified on the official web-site of LIC (<https://licindia.in/web/guest/tenders>).
- g) In order to provide prospective bidders reasonable time for taking the clarifications into account, LIC may, at any time prior to the date of bid submission, extend the date for the submission of Bids.
- h) Requests for clarification on telephone by the Bidders or OEMs will not be entertained by LIC.

14. Earnest Money Deposit

Bidders shall submit, along with the Eligibility Bid, Earnest Money Deposit (EMD) of Rs. 22,00,000 (Rupees twenty two lakhs only). The EMD shall be submitted by way of an unconditional and irrevocable Bank Guarantee, payable at Mumbai, which should be executed by a Nationalized/ Scheduled bank as per the format given in Annexure-III, valid for a period of 8 months from the date of submission of Bid.

EMD exemption will be given for Micro and Small Enterprises as defined in MSE Procurement Policy (MSEs) order 2012, issued by the Department of MSME or are registered with the Central Purchase Organization or the concerned Ministry or Department. Bidders should submit relevant MSME/ NSIC certificate to LIC.

A scanned copy of Bank Guarantee against EMD should be uploaded mandatorily during Bid submission stage.

- a) EMD will be refunded to the selected vendor only after submission of Performance Bank Guarantee (PBG). No interest will be paid on the EMD.
- b) The EMD of those Bidders who do not qualify for the AMC Vendor, will be refunded to them without interest after the procedure for selection of vendor is completed.
- c) The EMD submitted by the bidder may be forfeited in full or part, as decided by LIC, if:
 - i. In the case of a successful Bidder (L1 bidder), the bidder qualifies and backs out of the L1 quotes or if the bidder fails
 - To sign the contract; or
 - To furnish unconditional and irrevocable Performance Guarantee as mentioned in this RFP; or
 - To furnish Non-Disclosure Agreement (NDA) as per LIC's format- Annexure-IV
 - ii. In case the bidder is found to be indulging in Fraudulent & Corrupt practices as defined in the relevant clause mentioned in this RFP.
 - iii. The Bidder withdraws or amends its Bid during the period of Bid validity;
 - iv. The Bidder makes any written statement or encloses any form which turns out to be False/ incorrect at any time prior to signing of Contract;
 - v. Bidder does not respond to requests for clarification of its proposal.
 - vi. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
- d) Bids submitted without EMD or EMD not submitted conforming to the above criteria will be treated as non-responsive and will be summarily rejected by LIC
- e) In exceptional circumstances, LIC may seek the Bidders' consent for extension of the period of validity of bids. The request and the responses thereto shall be made in writing. In such a case, the EMD provided shall also be suitably extended. In such a case, the bidder may refuse this request without forfeiting its bid security (EMD) unless it is the successful bidder who has been notified by LIC that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid.

15. Instructions for Bid Submission

This is a tender through GeM and hence bids must be submitted “through GeM only”. The bidders should submit their Eligibility, Technical and Commercial bids through GeM vide GeM Bid Number: GEM/2024/B/5130671

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

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

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

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

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

The Bidders should submit their Bid along with the required documents and Certificates as stated in the RFP. If the submission to this RFP does not include all the documents and information required or is incomplete, the RFP is liable to be summarily rejected. Submission must be made as per the provided formats/ templates.

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

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

Ordinarily the bid shall contain no overwriting. Any interlineations, erasures or overwriting shall be valid only if the person signing the bid countersigns them. Overwriting/ correction in the commercial bids are not permitted and any such overwriting in indicative commercial bid will lead to its rejection.

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

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

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

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.

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

Floor and Ceiling Price: The Bidder will have to submit the AMC quote in percentage of the Basic Hardware cost. The bidder will have to submit the quote **between 3.50% and 6.00% (both inclusive)** in the GeM portal in multiples of 0.01%.

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.

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

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

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 5 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.

16. Commercial Bid

- a) The quotes have to be submitted in the commercial bid format and in numeric only.
- b) The estimated quantities for AMC are mentioned in the Clause no (C.1.), Chart of Hardware items for AMC.

(The quantities are indicative for each line item. It may vary from time to time due to items coming out of warranty and exiting of buy-back items.)

17. Documents to be uploaded:

Eligibility bid:

- i. Bidder Profile in the format given in Annexure-V, along with the documentary evidences required as indicated in the table given in the Section "Eligibility Criteria".
- ii. Duly certified copy of the Board resolution appointing the authorized signatory or Power of Attorney authorizing the signatory for signing the Bid.
- iii. Certificate of Incorporation issued by the Registrar of Companies/ any other relevant authority with full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed attested by authorized signatory of the bidder.
- iv. Copy of valid GST Certificate attested by authorized signatory of the bidder.
- v. Copy of PAN attested by authorized signatory of the bidder.
- vi. Copy of cancelled cheque.
- vii. Latest ISO certification in services related to IT infrastructure repair & maintenance 9001:2015, 20000-1:2018, and 27001:2013 of the bidder.
- viii. Self-declaration by the bidder on non-debarment by LIC, State or Central Government or their agencies/ departments or any other PSU as on date of submission of bid.
- ix. Location-wise details of offices in the format given in Annexure-VI.
- x. List of Engineers along with their Employee Id and PF Account number/ ESIC number, signed by the Authorised Signatory.

- xi. Copies of Purchase Orders from customers or letter from customer as proof of experience.
- xii. Copies of Audited Balance Sheet and Profit and Loss Statement/ CA, Minimum Annual Turn Over and AMC Revenue Certificate for the financial years 2022-23, 2021-22, 2020-21, 2019-20, 2018-19.
- xiii. Scanned copy of EMD BG as in the format given as Annexure-III. **Original to be submitted in hard copy before the last date for bid submission at the address given in the Activity Schedule.**
- xiv. Scanned copy of Bid Processing Fee receipt of Rs. 11,800/- (inclusive GST).
- xv. Scanned copy of Pre Contract Integrity Pact (executed on Rs.500 stamp paper) as per in the format given as Annexure-II. Any bid submitted without the Pre Contract Integrity Pact will summarily be rejected. **Original to be submitted in hard copy before the last date for bid submission at the address given in the Activity Schedule.**
- xvi. Escalation Matrix comprising of Details of the contact person i.e. Name, Phone Nos., e-Mail ID.
- xvii. Certificate from the Authorized signatory, stating only the current status of the pending litigations, if any, and not the details of the case/s. In case, there is no pending litigation, a certificate with NIL status should be submitted.
- xviii. Undertaking for Quality Assurance & Authenticity of Spares as per Annexure-VII

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.

18. Clarification on Bids

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

19. Modification and Withdrawal of the Bids

No bid can be modified or withdrawn by a bidder, after the submission of the bid. The bid and all the supporting documents submitted by the bidders shall be the property of LIC. Bidders will not be allowed to subcontract without written consent of LIC. Bidders will not be allowed to assign, in whole or in part, their obligations under the contract, to any entity without the written consent of LIC.

20. Bid Validity Period

Bids shall remain valid for 210 days after the date of bid opening. LIC shall reject a bid as non-responsive if the bid is submitted with a shorter validity period. However, LIC reserves the right to seek bidder's consent for extension of the period of validity any time before the expiry of validity period as stated above. The request and the response thereto shall be made in writing and the validity period of EMD will be suitably extended by the bidder. Such extension will not require modification of the bids already submitted. A bidder may refuse the request without forfeiting its EMD unless it is the successful bidder who has been notified by LIC that its bid has been accepted. A Bidder granting the request will not be required nor permitted to modify its bid.

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

21. Late Bids

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

22. Procedure for opening of the bids

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

- a) The date and Venue of the opening of the bids shall be as per the Activity Schedule. The representatives of the bidders should carry the identity card or a letter of authority from the bidder to identify their credentials for attending the opening of the Bids.
- b) The Eligibility Bid shall be opened by the tender opening committee of LIC, as stated in the activity schedule and after completion of the evaluation of eligibility bid, the list of short-listed bidders, date, time and venue of the opening of their Commercial bids will be notified on the LIC website.
- c) The Commercial bids of the short listed bidders will be opened by the Commercial bid opening Committee of LIC.

23. Evaluation process

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

a) Eligibility Bid Evaluation:

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

Rejection of non-qualifying bids:

- LIC reserves the right to reject bids which are not qualifying in the eligibility evaluation.
- LIC reserves the right to reject any or all bids on the basis of any deviation(s).
- Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.
- During Eligibility Bid Evaluation if any deviation is observed, LIC may call for clarifications and may decide to accept or not accept any deviation at its discretion and the decision of LIC in this matter will be final. However this will be done before the opening of the commercial bids.
- If any compliance or clarification sought by LIC is not submitted within 5 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.

b) Commercial Bid Evaluation:

The commercial bid evaluation will be done on the basis of the Commercial bids submitted. No reverse auction will be conducted.

24. Compliant Bids / Completeness of Response

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

- g) If a bid is not responsive and not fulfilling all the conditions of the RFP, it will be rejected by the Corporation and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

25.Rejection of non-compliant bid

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

26.Contacting LIC

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

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

27.Modification and Withdrawal of the Bids

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

28.Right to terminate the Process

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

Disqualifications:

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

- a) Made misleading or false representations in the forms, statements or attachments submitted in proof of the eligibility requirements;
- b) Submitted a proposal that is not accompanied by required documentation or is nonresponsive;
- c) Failed to provide clarifications related thereto within the stipulated time limit, when sought;
- d) Submitted more than one Proposal;
- e) Been declared ineligible by the Government of India/State/UT Government/ PSUs for corrupt and fraudulent practices or blacklisted;
- f) Submitted a Proposal with price adjustment/variation provision;
- g) Exhibited a record of poor performance in the service delivery.

D. ELIGIBILITY CRITERIA:

All the bidders will have to submit the required documents as per the Eligibility Criteria. The bidders who qualify the eligibility bid conditions will be empanelled as Hardware Service Vendor (HSV) and the bids of only these empanelled vendors will be considered for the commercial evaluation.

Eligibility Criteria for Empanelment is as follows:

#	Eligibility Conditions	Documentary Evidence Required
General		
1	The bidder must be a Government Organization/ PSU/ PSE / Partnership firm/ LLP or Private/ Public limited company in India.	Bidder should submit Company Profile as per Annexure-V along with copy of Certificate of Incorporation, Copies of valid certificates for GST, Copy of PAN attested by authorized signatory of the bidder.
2	The bidder should not be debarred by LIC, State or Central Government Departments or their agencies or any other PSU as on the date of submission of bid.	Self-declaration duly signed by the Authorised Signatory.
Financial Strength of the Bidder		
3	The bidder should have minimum annual turnover of Rs. 22 Crores in any three of the last five Financial Years - 2022-23, 2021-22, 2020-21, 2019-20, 2018-19	Details should be submitted in Annexure-V along with copies of audited Profit and Loss Statement/ Balance Sheet for the relevant years.
4	The bidder should have positive EBITDA in at least three of the last five previous Financial Years - 2022-23, 2021-22, 2020-21, 2019-20, 2018-19.	The details should be submitted in Annexure-V along with the copies of audited Profit and Loss Statement/ Balance Sheet for the relevant years.
5	The bidder should have positive net-worth as per the latest audited financial statement.	Copy of audited Profit and Loss Statement/ Balance Sheet for 2022-23.
Experience of bidder		
6	The bidder should have provided AMC services for minimum 50,000 assets comprising of Computer Hardware and peripherals in any of the last 3 Years to any Commercial Bank/ Financial Institution/ PSU/ Government Organizations in India having offices geographically spread across the country.	Details to be provided in Annexure-V along with the copies of POs/ Certificate from customers.
7	The bidder should have own presence/ offices/ Service centres across all the 8 Zonal Headquarters of LIC, as mentioned in our organization set-up. The bidder should compulsorily have offices at the major metro cities of India.	Details to be provided in the format Annexure-VI signed by the Authorized Signatory of the company.
8	The Bidder should have minimum 100 engineers on Roll.	Details should be submitted in Annexure-VI: EC-3 along with list of Engineers with their employee ids and PF Account number/ ESIC number.
Other criteria/ documents to be submitted		
9	ISO Certification: The bidder/ OEM should have the following ISO Certifications or their higher versions: i. ISO 9001:2015 Quality Certification (OEM and Bidder)	Copies of valid & latest ISO certifications and an undertaking as per Annexure-VIII for ensuring the continuity of the ISO certification during the entire period of the contract, resulting from the RFP process.

	ii. ISO 20000-1:2018 Certification (AMC Vender) iii ISO 27001:2013 Certification (SI)	
10	Status of pending litigation, if any, by the bidder or against the bidder, indicating the up to date, and current status of the case	Certificate from the Authorized signatory, stating only the current status of the pending litigations, if any, and not the details of the case/s. In case, there is no pending litigation, a certificate with NIL status should be submitted.
11	Authorization for signing the RFP documents	Copy of the Board resolution appointing the authorized signatory or copy of the Power of Attorney executed in favour of the authorized signatory, wherever applicable.

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

E. TERMS AND CONDITIONS

1. Empanelment of vendors:

The bidders who meet all the qualifications mentioned in Section "Eligibility Criteria" of this RFP will be empanelled as Hardware Service Vendor (HSV). The evaluation of the bids will be done by LIC and the results of the evaluation will be published on our website <https://licindia.in/web/guest/tenders>.

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

Once the panel is finalized as a result of this RFP, any request for changes to the panel will not be considered.

2. Validity Period-

- The Empanelment of the Vendors will be valid upto 31/12/2029. However, LIC may, at its discretion, extend/ reduce the validity period of the empanelment for a maximum period of one year, with mutual consent on satisfactory performance during Tender Period on the same terms and conditions. LIC may also decide, at its discretion, to undertake a fresh empanelment exercise any time before the expiry of validity period.
- The validity of the AMC contract will be from 01.10.2024 to 30.09.2028. In case of extension, the vendor will have to arrange for extension of validity of submitted PBG, by the corresponding extended period.
- In case of extension of validity, the same will be informed to the vendor within 15 days of expiry of the validity period.

3. Allotment of groups-

- i) The L1 rate will be discovered and declared as **L1 rate, based on the commercial bids submitted by the bidders on the GeM portal.**
- ii) The groups will be allotted to L1, L2 and L3... bidders in the following manner.
- iii) L1 Bidder will be offered two groups of his choice out of the four groups at the approved L1 AMC rate.
- iv) L2 Bidder will be offered one group out of the remaining two groups at the approved L1 AMC rate.
- v) L3 Bidder will be offered the last group at the approved L1 rate.
- vi) If the L2 Bidder fails to match the approved L1 rate, then the remaining groups will be offered to L3 bidder or L4 bidder and so on till one of the two remaining groups are selected by a bidder.
- vii) The same process will be applicable for the last remaining group.
- viii) If none of the other bidders are willing to match the approved L1 rate, then all the groups will be allotted to the L1 Bidder at the approved L1 AMC rate. **L1 Bidder will be bound to accept these Groups.**
- ix) The selected vendor(s) for each group will be notified on the LIC website.
- x) The selected bidder(s) will have to provide the service support (AMC), as per the Service Level Agreement (SLA) defined in the RFP.
- xi) If any of the selected bidders backs out at any stage during the validity of the contract, the AMC will be offered to the vendors who are empanelled HSV under this RFP. The Performance Bank Guarantee of the selected bidder, who has backed out, shall be forfeited and the bidder shall be blacklisted for participation in any of the future RFPs. LIC will take a considered decision in this matter depending on the circumstances and decision of LIC in this matter will be final.

4. Performance Bank Guarantee (PBG)

An unconditional and irrevocable Performance Bank Guarantee payable at Mumbai in the format given in Annexure-IX, to the tune of 5% of the AMC value of 2024-2025 shall be submitted by the selected bidders.

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

The PBG should be valid for the period 54 months, excluding claim period. The claim period should be of minimum 3 months. 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. In case the selected bidder fails to submit performance bank guarantee even after the elapse of 50 days from the time stipulated by LIC. LIC, at its discretion, may cancel the allotment and it will be treated as vendor has backed out.

The PBG will not carry any interest.

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

In case of extension of the contract by LIC, the vendor should submit fresh PBG of the same amount or extend the validity period of the submitted PBG to cover the extended validity period of the tender.

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

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

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

5. Performance of Vendors

The performance of the vendors will be subject to review by LIC. If LIC finds the performance of any vendor unsatisfactory, LIC, at its discretion, may impose penalty and/ or invoke the termination clauses of the AMC agreement. LIC will also have the option to blacklist the vendor. LIC may also put the vendors under holiday listing in case of unsatisfactory services.

6. Non-Disclosure Agreement

The selected bidder(s) shall submit along with the Performance Bank Guarantee, a duly notarized Non-Disclosure agreement on a stamp paper of Rs.500 (Rupees Five hundred only) as per the format given in Annexure-IV duly signed by the Authorized Signatory of the Company.

7. Pricing & Taxes

- a) The bid value for the AMC is comprehensive and includes costs of all the services included in the scope of the RFP.
- b) Commercial Bids shall be all inclusive of taxes, duties, levies etc. but exclusive of GST.
- c) Vendor will be entirely responsible for upfront payment of all applicable taxes.
- d) GST shall be mentioned in the Invoices and payments will be made as per invoices submitted. GST wherever applicable, shall be mentioned in the Invoices submitted along with the HSN codes and shall be reimbursed as per actual on production of the original receipt in proof of having paid the said taxes on behalf of LIC.

All expenses, stamp duty and other charges in connection with the execution of the agreement as a result of this RFP process shall be borne by the AMC vendor(s). The agreement/ contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment there to.

8. Payment Term

- a) Payment of quarterly maintenance charges will be made at the end of every quarter.
- b) Payments will be settled by the Central Office, the respective Zonal Offices, and the respective Divisional Offices, at the end of each quarter, at the approved L1 AMC rate.
- c) No advance payments will be made.
- d) Efforts will be made to settle all payments within 21 days, where complete set of invoices along with supporting requirements are submitted by the Vendor to the respective DO/ZO/CO.

- e) The penalty, if any, accumulated/ outstanding after the release of payment will be recovered from the next quarterly AMC payment 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.

9. Terms and conditions for servicing of Hardware

The selected vendor(s) will sign an AMC agreement (Annual Maintenance Contract) with LIC. The terms and conditions and SLAs for servicing of the Hardware are defined in the RFP and the AMC document. These terms and conditions, SLAs will be applicable to the selected vendor(s). However, LIC reserves the right to revise these terms and conditions in the future, in the interest of LIC, in consultation with the AMC Vendor.

10. Force Majeure Clause

- a) The Vendor shall be liable for any delay in execution or failure of their respective obligations under this agreement except for delay caused by occurrence of events beyond control of the vendor, other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the vendor only, including but not limited to natural calamities, fire, explosions, floods, power shortages, acts of God, hostility, acts of public enemy, wars, riots, strikes outside the party's organisation, sabotage, 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 will 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.

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

11. Limitation of Liability

Except in cases of criminal negligence or wilful 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.

12. Compliance to statutory requirements

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

13. Background check and Police verification

The vendor shall ensure that all the hardware engineers appointed by him in rendering the services under this RFP have undergone proper background check, police verification to examine their antecedence and ensure their suitability for such engagement.

Report of background verification signed by the vendor representative and complete police verification report should be provided by the vendor for each of the resident hardware engineers.

14. Disputes

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

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

In the event of any dispute or disagreement over the interpretation of any of the terms herein above, clarifications, annexures, addenda, corrigenda and mutually agreed modifications 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 Arbitration and Conciliations Act 1996. The venue of arbitration shall be Mumbai. Subject here to the high court in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Vendor shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

No interest will accrue on any amount during the Arbitration proceedings

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

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

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

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

No payment due or payable to the contractor shall be withheld on account of such proceedings.

In all cases, arbitration shall give separate award for each dispute or differences referred to. The arbitration shall decide each dispute in accordance with the term of the contract and give a reasoned award.

15. Fraud and Corrupt Practices

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

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

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

a) "Corrupt practice" means

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

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

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

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

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

16. Conflict of interest

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

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.

17. Consequences of Termination of Selected Bidder

During the Empanelment period if the services of the selected Vendor is not satisfactory and has caused agony and loss to LIC then the Empanelment of the 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.

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

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

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

Knowledge transfer

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

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

18. 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.

19. Rights reserved by LIC

- a) If at any future point of time, it is found that the bidder had made a statement which is factually incorrect, LIC will reserve the right to debar the Bidder from participating in future RFP"s floated during the empanelment period and / or servicing of hardware for a period to be decided by LIC and take any other action as may be deemed necessary including the invocation of BG in part or full.
- b) LIC reserves the right to accept or reject any RFP and annul the RFP process and reject all RFPs, at any time prior to award of agreement without assigning any reason what so ever and without thereby incurring any liability to the affected vendor(s). Reasons for cancellation will be determined by LIC at its sole discretion.

- c) LIC also reserves the right to call for open RFPs for Hardware equipment/ services/ other requirements, if deemed necessary.
- d) During the empanelment period, certain situations may arise which are not envisaged in this RFP. LIC will take a considered decision in the matter in the best interest of the LIC. The decision of LIC in all such matters will be final and binding on all the Empanelled Vendors. This also applies to dispute over interpretation of clauses in the RFP.
- 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 Empanelled Vendors or their representatives were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that agreement, without the concerned Vendors having taken timely and appropriate action satisfactory to the LIC to remedy the situation.
- g) LIC shall have the right to cancel the contract at any time without assigning any reasons, by providing a written notice of maximum ninety days, without incurring any liability to the vendor. LIC shall pay for the services rendered till date of termination of the contract.
- h) Because of the size and complexity of the project, there may be certain unforeseen issues. LIC will decide on these issues based on the merits of the case upon mutual agreement with the AMC Vendor. The decision taken by LIC will be final and binding on the AMC vendor.

20. Survival

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

- i. Intellectual Property Rights;
- ii. Indemnity;
- iii. Insurance;
- iv. Confidentiality and privacy;
- v. Protection of personal information;
- vi. Security;
- vii. Audit and access;
- viii. Knowledge transfer
- ix. Warranty

21. Severability

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

22. Change in Constitution

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

23. Ambiguities within the Document

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

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

- c) as between words and figures, the amount in words shall prevail.
Apart from the clauses where specifically mentioned all other terms and conditions of the RFP are applicable.

24. Information Security related Conditions of LIC:

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

a) Some of the key areas are as under:

- i. Responsibilities for data and application privacy and confidentiality;
- ii. Responsibilities for system and software access control and administration;
- iii. Custodial responsibilities for data, software, hardware and other assets of LIC being managed by or assigned to the Vendor;
- iv. Physical Security of the facilities;
- v. Physical and logical separation from other customers of the Vendor;
- vi. Incident response and reporting procedures;
- vii. Password Policy;
- viii. Access Management Policy;
- ix. Acceptable Usage Policy (Authentication and Identity Management, Authorization and Access Control);
- x. Data Encryption / Protection requirements of LIC;
- xi. Cyber Security Policy;
- xii. Auditing;
- xiii. In general, confidentiality, integrity and availability, non-repudiation, authenticity, privacy of data/information must be ensured;
- xiv. Responsibilities in carrying out background verification of personnel deployed from vendor side regularly and submit the report as and when needed by LIC.

b) Right to Audit :

- i. It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/ external empanelled Auditors appointed by LIC/ inspecting official from the IRDAI or any regulatory authority, covering the risk parameters finalized by LIC/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to LIC and the vendor shall submit such certification by such Auditors to LIC. The vendor and or his / their outsourced agents /sub – contractors (if allowed by LIC) shall facilitate the same. LIC can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by LIC.
- ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by LIC or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to LIC regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies were observed. All costs for such audit shall be borne by the service provider/vendor. However, the travel and stay cost for LIC officials will be borne by LIC.
- iii. Service Provider further agrees that whenever required by LIC, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the LIC/ IRDAI and or any regulatory authority required for conducting the audit. LIC reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) & findings made on the Service Provider in conjunction with the services provided to LIC.

F. PROJECT DETAILS

1. Organization set-up

For the purpose of this RFP, the organizational structure of LIC offices is shown in the Table below:

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

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

The details about the locations are given only for the reference of the Bidder. However, there may be addition/ deletion/ modification in the locations before/ during the AMC period. The details of all the locations and addresses will be shared by the Regional Managers (IT) of the concerned Groups, during the Introductory Meeting.

Group wise details of Zones and Divisions							
Group - I		Group - II		Group - III		Group - IV	
Zone	Division	Zone	Division	Zone	Division	Zone	Division
CO	Mumbai	SZ	ZO, Chennai	NZ	ZO, Delhi	EZ	ZO, Kolkata
WZ	ZO, Mumbai	SZ	Chennai-I	NZ	Ajmer	EZ	Asansol
WZ	Ahmedabad	SZ	Chennai-II	NZ	Amritsar	EZ	Bardhaman
WZ	Amravati	SZ	Coimbatore	NZ	Bikaner	EZ	Bongaigaon
WZ	Aurangabad	SZ	Ernakulam	NZ	Chandigarh	EZ	Guwahati
WZ	Bhavnagar	SZ	Kottayam	NZ	Delhi-I	EZ	Howrah
WZ	Gandhinagar	SZ	Kozhikode	NZ	Delhi-II	EZ	Jalpaiguri
WZ	Goa	SZ	Madurai	NZ	Delhi-III	EZ	Jorhat
WZ	Kolhapur	SZ	Salem	NZ	Jaipur-I	EZ	Kharagpur
WZ	Mumbai-I	SZ	Thanjavur	NZ	Jaipur-II	EZ	Kolkata-I
WZ	Mumbai-II	SZ	Thirunelveli	NZ	Jalandhar	EZ	Kolkata-II
WZ	Mumbai-III	SZ	Thiruvananthapuram	NZ	Jodhpur	EZ	Kolkata-Sub
WZ	Mumbai-IV	SZ	Thrissur DO	NZ	Karnal	EZ	Silchar
WZ	Mumbai-SSS	SZ	Thrissur	NZ	Ludhiana	EZ	ZTC, Kolkata
WZ	Nadiad	SZ	ZTC, Chennai	NZ	Rohtak	ECZ	ZO, Patna
WZ	Nagpur	SCZ	ZO, Hyderabad	NZ	Shimla	ECZ	Begusarai
WZ	Nanded	SCZ	Bangalore-I	NZ	Srinagar	ECZ	Berhampur
WZ	Nashik	SCZ	Bangalore-II	NZ	Udaipur	ECZ	Bhagalpur
WZ	Pune-I	SCZ	Belgaum	NZ	ZTC, Gurgaon	ECZ	Bhubaneshwar
WZ	Pune-II	SCZ	Cuddapah	NCZ	ZO, Kanpur	ECZ	Cuttack
WZ	Rajkot	SCZ	Dharwad	NCZ	Agra	ECZ	Hazaribagh
WZ	Satara	SCZ	Hyderabad	NCZ	Aligarh	ECZ	Jamshedpur

WZ	Surat	SCZ	Karimnagar	NCZ	Allahabad	ECZ	Muzaffarpur
WZ	Thane	SCZ	Machilipatnam	NCZ	Bareilly	ECZ	Patna-I
WZ	Vadodara	SCZ	Mysore	NCZ	Dehradun	ECZ	Patna-II
WZ	ZTC, Akurdi	SCZ	Nellore	NCZ	Faizabad	ECZ	Sambalpur
		SCZ	Raichur	NCZ	Gorakhpur	ECZ	ZTC, Jamshedpur
		SCZ	Rajahmundry	NCZ	Haldwani		
		SCZ	Secunderabad	NCZ	Kanpur		
		SCZ	Shimoga	NCZ	Lucknow		
		SCZ	Udipi	NCZ	Meerut		
		SCZ	Visakhapatnam	NCZ	Varanasi		
		SCZ	Warangal	NCZ	ZTC, Agra		
		SCZ	ZTC, Hyderabad	CZ	ZO, Bhopal		
				CZ	Bhopal		
				CZ	Bilaspur		
				CZ	Gwalior		
				CZ	Indore		
				CZ	Jabalpur		
				CZ	Raipur		
				CZ	Satna		
				CZ	Shahdol		
				CZ	ZTC, Bhopal		

2. Detailed scope of work:

a. General Conditions:

The vendor will take up the AMC of the hardware from 01/10/2024 up to 30/09/2028 and in the extension period as decided by LIC. LIC will enter into an agreement with the successful bidder(s) for maintenance of Computer Hardware and Peripherals at the respective offices. The bidders have to refer to the sample AMC document uploaded as Annexure-XI along with the RFP for the details of the AMC to be undertaken by the vendor(s) as per the contract.

The vendor shall not assign in whole or in part, the obligations to perform under the contract, to any third party except with prior approval of the Executive Director (IT), Mumbai.

The list of hardware which are covered under the AMC is available in the vendor portal of LIC. The vendor will monitor all the breakdown complaints through the vendor portal.

b. Project Management:

The vendor shall nominate a Project Manager to manage the AMC as per the terms and conditions and SLAs defined in the RFP and AMC. The Project Manager will act as the single point of contact for the vendor.

The responsibilities of the Project Manager are as follows (indicative and not exhaustive):

- Act as a Single Point of Contact (SPOC) during the entire project
- Overall monitoring of all breakdown complaints
- Quarterly Preventive Maintenance
- SLA management and reporting
- Scheduling meeting with LIC officials at DO, ZO.
- Submission of reviews, as and when required.

c. Introductory Meeting (IM) & Structured Meetings

The Selected Bidder has to nominate a SPOC for the allotted Zone(s) and Divisions who will be required to conduct quarterly meeting with the Regional Manager (IT)/ Manager(IT) of respective Zones/ Divisions for ensuring smooth implementation of the project. In addition to this, the vendor SPOC

should be present whenever RM (IT) or Manager (IT) calls for a meeting over and above the mandatory quarterly meetings.

The selected bidder(s) shall participate in an introductory meeting at Zonal Offices after allotment of group(s)/ selection, within three weeks from the date of signing of the AMC. The Regional Manager (IT) will have the discretion to decide the participants and the agenda of the meeting. During the introductory meeting, the escalation matrix should be handed over to the RM (IT)

d. Posting of Resident Engineers

There should be at least one dedicated Engineer posted for every 250 machines serviced by the concerned vendor, subject to a minimum of one engineer being resident at the Central Office and every Divisional Office and Zonal Office. Subject to this condition, the RM (IT) may prescribe the exact number of engineers Division-wise, based on the prevailing local conditions.

If the selected bidder fails to post dedicated engineer(s) as above from date of taking over AMC of the respective location, a penalty of Rs.500 per day per engineer subject to a maximum of Rs.10,000 per Division will be applicable and will be recovered from any payment due to the Vendor.

It is mandatory for the concerned Project Manager to have structured meetings with the Regional Manager (IT) of the Zone, once in a quarter from the date of signing of the AMC by the vendor, on a mutually convenient date to sort out the regional service issues. The first such meeting with the Regional Manager (IT) should be held within 3 weeks from the date of signing of the AMC by the vendor. The vendor should submit the name and contact details of Service Engineers and Escalation matrix during each such meeting. The minutes of the meeting shall be signed by RM (IT) and the Zonal SPOC. In case of non-compliance to the above, penalty will become applicable.

There should be at least one dedicated Engineer posted for every 250 machines serviced by the concerned vendor, subject to minimum of one engineer being resident at the DO/ZO/CO. Even if the number of machines is less than 250, posting of a dedicated engineer at each Divisional Office and Zonal Office premises is compulsory. Further the RM (IT) may prescribe the exact number of engineers Division-wise, based on the prevailing local conditions. The discretion totally vests with RM (IT) of the Zone.

Penalty of 2% of quarterly AMC will be deducted if minimum number of resident engineers is not available during the quarter. Regional Manager (IT)/ Secretary (IT) at CO may waive this deduction if he/ she is satisfied that for most part of the quarter the requisite number of the engineers were available and there has been no significant impact on the quality of servicing.

Complete police verification report should be provided for each of the resident engineers and also for any future replacements.

In the event of the performance of any hardware engineer being unsatisfactory, LIC can ask for a change of the engineer concerned. If the service engineer quits, then the vendor will have to inform the concerned LIC officials immediately and provide replacement within 10 days, failing which penalty @ Rs. 500 per day will apply from the date of LIC's request subject to a maximum of Rs. 5,000 per incidence.

During the AMC period, the hardware engineers may have access to confidential information relating to LIC. The AMC Vendor and their representatives will be bound by the NDA signed by the AMC vendor. Violation of the terms and conditions of the agreement will lead to legal action and recovery of damages by LIC and blacklisting of the vendor by LIC.

If it is found that any of the hardware engineers posted by the AMC Vendor has committed serious misconduct or has been charged with having committed a criminal action which has caused damage/ harm to LIC and/ or its personnel and/ or has affected the business continuity of the office then the vendor has to terminate the services of the engineer and provide a replacement engineer immediately.

Qualification of Hardware Engineer:

The vendor shall provide experienced hardware engineers with a minimum qualification of a bachelor's degree with 3 months certification in hardware/ network and 3 month experience as hardware/ network engineer.

Attendance of Engineer:

- All the resident hardware engineers have to mark their attendance in the Hardware portal.
- The attendance should be marked at the start of office. The Engineers will leave the office after the end of LICs office hours.
- These details will be considered for performance review of the vendor.
- In case of any office exigency that might come up from time to time the services of the hardware engineers will be availed by LIC beyond office hours also.

e. Preventive Maintenance:

During the period of AMC it will be mandatory on the part of the selected vendor to carry out onsite Preventive Maintenance (PM) once in every quarter apart from the breakdown maintenance. On completion of the PM, the Vendor's Engineer should ensure that the user of the machine/ programmer updates the PM details in the Hardware portal. It is recommended that the PM should be spread throughout the quarter instead of being concentrated during a brief period in each quarter. Also there should be at least 45 days gap between two PMs of the same machine; otherwise it will be treated as PM not done.

The PM will generally include the following but is not limited to:

- i. Printers, scanners, MFPs: Thorough cleaning and checking the various alignments and functioning of the print heads and logic cards, hammer modules etc. of printers,
- ii. PCs: De-fragmentation, wherever necessary.

During the PM of PCs, the Hardware Engineer should ensure the following:

- i. All the mandatory software installed on the PCs, such as Antivirus should be updated to the latest version.
- ii. IP address of the PC should be available in the Hardware portal.

Machines which are excluded from carrying out preventive maintenance are Servers, Laptops, I-pads and LCD Projectors.

A penalty of 0.5% of the cost of the hardware item will be charged every quarter per device if Preventive Maintenance is not done. However, if the failure to carry out the PM was because LIC could not make the systems available, this penalty will not be applicable. A certificate to this effect should be obtained from the LIC's authorized officials.

A penalty of 0.5% is applicable in the quarter when preventive maintenance is not done for the first time. If PM is not done for two consecutive quarters for any hardware item by the AMC Vendor then the penalty for PM not done will be charged @ 1% for the second quarter and thereafter @ 2% till PM is done.

Penalty for PM not done will not be charged for the quarter in which the machine comes into the AMC. Similarly, penalty will not be charged if PM is not done during the quarter in which the machines are going under buyback.

f. Addition and Deletion in Inventory:

Due to the hardware coming out of warranty, shifting, disposal of hardware items or due to any other reasons, there may be addition or deletion of hardware items in the AMC Inventory of the Vendor. Such changes will be reflected in the Hardware portal. The AMC for such hardware items will be calculated on pro-rata basis for the effective period.

g. Exit Management Plan:

The vendor shall provide AMC support during the entire AMC period and the extended period, if any, and shall continue to provide the support till the new AMC vendor is appointed. The Vendor shall handover all the equipment back to LIC or to the new vendor, after the contract period, in good and working condition. On the date of exit of the vendor, the number of outstanding breakdown calls should be nil. In case the vendor has to provide AMC support for the Hardware beyond the AMC period, the vendor will be entitled for the AMC payment on pro-rata basis.

h. Vendor's responsibilities:

The vendor's responsibilities will include but is not limited to the following:

- a) The AMC vendor should ensure Preventive Maintenance of all the inventory items every quarter, as detailed under the heading of "Preventive Maintenance".
- b) The AMC vendor shall be entirely responsible for the proper functioning of all the hardware covered under the AMC. Spares, consumables and support for the hardware shall be the responsibility of the AMC Vendor.
- c) During servicing, whenever required, the vendor has to install original spare parts of the same or higher configuration (subject to compatibility).
- d) Hardware Engineers should carry a spare part kit containing spare parts which are appropriate for the nature of the complaint being attended.
- e) Any irreparable hardware will have to be replaced by equivalent or higher model by the AMC vendor at no extra cost to LIC.
- f) The maintenance and servicing of hardware include the following, but is not limited to:
 - i. Installation and configuration of peripheral devices.
 - ii. Driver installation.
 - iii. Upgradation of Firmware.
 - iv. Installation of Antivirus.
 - v. Installation of biometric device.
 - vi. Configuration of e-mail client.
 - vii. Installation of Asset Management tool client
 - viii. Installation of any authorized software.
 - ix. Change in any system settings.
 - x. Configuration of Active Directory/ Directory Services on desktops.
 - xi. Feasibility study and implementation of subsequent up-gradation, changes in system configuration that may be required by LIC.
 - xii. Installation/ reinstallation of the Operating System.
 - xiii. Any other servicing/ maintenance/ up-gradation/ trouble-shooting, replacement of hardware, any other jobs which may be entrusted to the engineers from time to time.
- g) LIC would bear the cost of the parts damaged only in the following circumstances:
 - i. Damage to the hardware is due to power fluctuations
 - ii. Physical damage due to mishandling by LIC personnel
 - iii. Damage by external factors

The onus of proving this will be on the vendor. However, the vendor will be required to provide an immediate system/ solution as standby with the same configuration or higher and with all services restored as if it is a normal breakdown within 24 hours.

Normal wear and tear of the hardware due to regular usage is not to be excluded from AMC. It is to be noted that internal parts, circuit board, mother board etc damaged due to normal wear and tear are not to be treated as physical damage.

- h) In case of partial/ full damage or loss of the equipment due to reasons like theft, fire, floods, nature's fury, etc., then the vendor should supply working standby equipment with the same configuration or higher with all services restored as if it is a normal breakdown.
- i) In both the cases mentioned above, a monthly rental of 5% of basic hardware equipment/ component cost will be payable to the AMC vendor for the equipment supplied as standby. If the AMC vendor does not provide standby equipment, the penalties will be imposed as per the Service Level Agreement.
- j) When stand by machine or a permanent replacement machine supplied by the vendor breaks down, then SLA will be applicable.
- k) Whenever any hardware equipment is taken out of an LIC office for repair, the same hardware has to be returned after repair unless it is declared to be irreparably damaged. The vendor shall make all arrangements for removal of the equipment, back up, transit insurance, its transportation to the workshop and back to LIC's site and its re-installation. The details of all such hardware which is taken out and thereafter reinstalled has to be entered by the hardware engineer in LIC's Hardware

Module and authorized by an officer of the respective office. 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 within 30 calendar days, after repair/ maintenance/ rectification, unless it is declared to be irreparable. Hard disks and other media can be taken out of LIC premises, only after secure erasure.

- l) In the event of replacement of the system or any part thereof, it should be done with an equipment/ part, of equivalent or of higher configuration which is compatible with the system.
- m) 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 at the new location, without any extra cost on account of reinstallation.
- n) Whenever installation/ reinstallation of OS is necessitated in any system, it is the vendor's responsibility to take the backup of the data available on the PC before formatting the system. The vendor has to ensure that all the mandatory software such as Antivirus, AMT, etc. is installed in the system. The vendor should also ensure that the system is added to the Directory Services/ Active Directory. Otherwise the call will not be considered as closed.
- o) Hardware Engineers and all representatives of the vendor shall invariably carry their Identity cards with them, without which they will not be allowed to access LIC's Systems. Hardware Engineers will have to adhere to LIC's office timings and should be present at the opening of office hours and leave the office only after the close of office hours. Engineers 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 behaviour is observed by LIC officials, then the matter will be viewed very seriously by the decision-making authorities and action will be initiated against the person responsible.
- p) The vendor shall provide well-qualified and experienced Service Engineers, preferably with experience in Windows and Linux platforms, for providing the AMC services.
- q) The Vendor will supply the Services:
 - With due skill and care and to the best of the vendor's knowledge and experience;
 - In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines;
 - Using the specified personnel;
 - In accordance with all applicable laws;
 - The vendor will be obliged to work closely with LIC's staff, act within its own authority and abide by directives issued by LIC;
 - 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 due the vendor's negligence. The vendor will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated;
 - The Vendor will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours;
 - The Vendor, will, in the performance of the services:
 - Fully co-operate with LIC's Personnel and any other entities authorised by LIC;
 - Use its best efforts to coordinate its activities so as to support and facilitate the timely and efficient completion of all work and other activities to be performed under the AMC. If the same requires additional support to be provided from the OEM of the said hardware, then the same will have to be complied with by the AMC Vendor.
- i. **Booking of Breakdown Complaints:**
 - LIC has its own Hardware portal through which mails for hardware breakdowns will be generated. The selected vendor will be provided access to LIC's vendor portal through which Breakdown Complaints can be monitored.
 - At the beginning of the contract, the new AMC Vendor will be given a time of 7 working days to resolve the open complaints and no penalty will be deducted during this period. However after the

7th working day, penalty will be applicable, considering that the breakdown has happened on the 8th day.

- Breakdown complaints will be booked by the user through LIC's Hardware portal from any office of LIC and the vendor will be intimated through email and SMS. The vendor can also get the details of the complaints in the vendor portal.
- The downtime/ breakdown period will be reckoned from the date and time of logging of the complaint through the Hardware portal by LIC's authorized official. Complaint ID number allotted by the module will be the reference number for any query in this regard. Vendor has to track and monitor complaints through the vendor portal.
- Breakdown calls booked after office hours on a working day will be treated as a call booked on the next working day at 10.00 am.
- Complaints will be deemed to be resolved only when the complaint is closed in the Hardware portal by the service engineer. System date and time will be taken for closure.
- In case where user/ programmer disagrees with the call closure, the user/ programmer will have the option to reopen the call. The engineer will have to attend to such calls and put his remark in the module once again. In such cases, the call closure will be done by the Manager (IT) for the Division/ Regional Manager (IT) for the Zonal Office/ the authorized officials of the respective department's in the Central Office.
- The breakdown call will be treated as closed permanently after validation by the authorised LIC official in the Hardware portal.

3. Service Level Agreement (SLA) and Penalties:

The SLA defines the service levels expected from the AMC vendor. The RFP document and the AMC document (sample format given as Annexure XI) will be the basis of the contract. Any modification to the AMC will be made upon mutual agreement of the parties.

- a) The vendor will be responsible for the maintenance and servicing of the all the hardware covered under the AMC.
- b) The vendor has to do the Preventive Maintenance (PM) of all the hardware items once in every quarter. There should be at least 45 days gap between two PMs of the same machine.
- c) The vendor should attend the structured meeting conducted every quarter at the respective Divisional Office and Zonal Office.
- d) The Vendor's SPOC for LIC at Zone/ Division will schedule the quarterly meetings through the Vendor Portal on a mutually agreed date and upload the signed copy of the Minutes of the Meeting (MoM) within 7 days of the meeting, on the Vendor Portal, for each structured meeting. If the MoM is not uploaded within 7 days, it will be treated as if the meeting was not conducted and penalty will be charged accordingly.
- e) The systems should be maintained in working condition as mentioned in the "Maintenance and Servicing" Clause above.
- f) The resolution time for all Breakdown Complaints, is given below:

Hard ware	Class of City	Office	Resolution Time
PC	Class A	All Zonal Offices All Divisional Offices All BOs/ SOs / other units/ offices at Divisional HQ and BOs /SOs /other units/ offices having <= 4 hours travelling time from DO premises by bus/ train	1 Working Day
PC	Class B	All BOs/ SOs / other units (offices) other than Class A and Class C	2 working days
PC	Class C	All BOs situated in the hilly regions of NE states, J&K, Uttarakhand, HP, Andaman & Nicobar and where Special Area Allowance is payable by LIC. Manager (IT) may however include other branches in the concerned States in this category if deemed necessary.	3 working days

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

The vendor shall resolve all complaints within stipulated timelines. If the resolution is expected to be delayed beyond the stipulated time lines, then the vendor shall replace the defective equipment with stand-by equipment immediately and restore the operations.

If the complaints are not resolved/ standby provided within the stipulated timelines, breakdown charges will be applicable given in the following table.

<u>Chart of Penalties</u>			
Failure to appoint hardware engineers within a period of 10 days from the start of the AMC		Rs. 500 per day subject to a maximum of Rs.5000 per occasion	
Failure to provide replacement within 10 days, in the event of resignation of the existing service engineer			
No PM penalty	<ul style="list-style-type: none"> ○ 0.5% of the cost of the hardware item will be charged for the first quarter when PM is not done ○ 1% of the cost of the hardware item for the second consecutive quarter when PM is not done ○ 2% of the cost of the hardware item from the third consecutive quarter onwards 		
No structured meeting penalty	Rs.5000 at Zone and Rs. 2,000 at Division – per meeting		
If minimum number of resident engineer not available during the quarter	2% of the quarterly AMC. RM(IT)/ Secretary (IT) at CO may waive this deduction subject to the condition stated in the section F.2.d.		
Per day Breakdown charges			
Up to 4 working days	From 5th to 8th Working day	From 9th to 12th Working day	Beyond 12 days
0.5% of the cost of hardware per day.	1% of the cost of hardware per day.	2% of the cost of hardware per day.	3% of the cost of hardware per day.
Maximum penalty capping for breakdown – 20% of the basic cost of the hardware			

- g) No breakdown charges will be deducted if the complaint is resolved within the resolution time specified in the above table. In case the breakdown complaint is not resolved within the resolution time stated, penalties mentioned in Chart of Penalties will become chargeable.
- h) For the purpose of determining the time taken for resolution, 1 day means the completion of 24 hours from the time of lodgement of the complaint for the first day, but any part of the day thereafter will be considered as a full day.
- i) Saturdays, Sundays and all the holidays of LIC will be excluded for the calculation of penalty.
- j) If it is required for any desktop to be formatted or motherboard to be changed, approval must be taken from the RM (IT)/ AS (IT) at CO. The time taken for obtaining the approval of the competent authority in cases of change of motherboard, hard disk, formatting of hard-disk re-installation of OS, etc. will be deducted, from the total time taken for resolution of the complaint, to arrive at the resolution time.
- k) In case of AIOs, if the complaint is not resolved within 1 working day, a standby AIO of equivalent or higher configuration should be immediately provided. Further, it should be repaired/ replaced with new AIO within a period of one month from the date of complaint booking. Any delay in repairing/ replacement within one month (although standby is provided), will attract a penalty of Rs. 5000 per day will be charged subject to a maximum of 50% of the cost of the AIO. This penalty will not be applicable if the standby AIO is treated as a replacement.
- l) 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 within 30 days 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 the same configuration or of a 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.

- m) 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.

EXECUTIVE DIRECTOR (IT/DT)

ANNEXURES

Annexure-I: LIC Bank Account Details

For Bid Processing Fees:

Bank Name	Union Bank of India [Erstwhile Corporation Bank]
Bank Address	Unit 4C, Ground Floor, Mittal Court Premise, Opposite Vidhan Bhavan, Nariman Point, Mumbai.
Title of Bank Account	Life Insurance Corporation of India
Type of Bank Account	Current
Bank Account Number	510101006085031
IFSC	UBIN0902217

For Bank Guarantee:

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

Annexure-II: Pre Contract Integrity Pact

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

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on the ____ day of the month of _____ 2024 between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (Act 31 of 1956) and having its Central office at "Yogakshema" Jeevan Bima Marg Mumbai 400021 (hereinafter called the "Buyer" which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the first part And M/s represented by Shri (herein after called the "Bidder/ Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the Buyer proposes to procure Laptops under RFP for Supply of PCs and AIOs [Ref LIC/CO/IT-BPR/HW/2024-25/02 Dated 16.07.2024] and the Bidder/ Seller is willing to offer/ has offered the stores/ services and

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

NOW, THEREFORE,

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

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

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

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

Commitments of the Buyer

- 1.1** The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 1.2** The Buyer will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.3** All the officials of the Buyer will report to the "**Chief Vigilance Officer**" of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of Bidders

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

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

of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

3.12 If the Bidder or any of the key personnel of the Bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.

The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.

3.13 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the Buyer.

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

4. Previous Transgression

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

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

5. Sanctions for Violations:

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- (v) To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such cancellation/ recession and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

- (vi) To debar the Bidder from participating in the future bidding processes of LIC for a minimum period of five years which 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 of this Pact.

6. Independent Monitors:

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

Name and address of the Monitor:

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

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

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

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

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

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

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

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

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

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

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

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

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

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

10 Validity:

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

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

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

BUYER

Name of the Officer:

Designation:

Department:

Witness

1.

BIDDER

Signatory from Bidder:

CEO/ Director/ Principal Officer/
Authorised Signatory

Witness

1.

2.

2.

(Note: Bidder/Seller/Service Provider

Stores/equipment/item/service

Bidding process/ bid evaluation/process of availing services

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

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

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

Therefore, we hereby affirm that we guarantee and are responsible to you on behalf of the Supplier, 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).

Whereas _____, incorporated under the Companies Act and having its registered office at _____ is participating in the RFP Ref: **LIC/CO/IT-BPR/HW/2024-25/02 Dated 16.07.2024** and is submitting this guarantee under the terms and conditions of the said RFP.

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

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

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

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

Dated at _____ this _____ day of _____ 2024.

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

Sealed & Signed by the Bank

Annexure-IV: Non-Disclosure Agreement

(To be executed **only by the selected bidder** on Rs.500 Stamp/franked paper and notarized)

(No deviations in wordings permitted)

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

BY AND BETWEEN

Life Insurance Corporation of India (hereinafter referred to as “LIC”), a statutory corporation established under section 3 of Life Insurance Corporation Act 1956 (Act 31 of 1956) and having its central office at ‘Yogakshema’, J B Marg, Mumbai 400021

AND

_____ <Company Name> a company incorporated under the laws of Indian Companies Act, 1956 and having its principal place of business at _____ <Company Name and Address> shall be referred to herein as a “Respondent”.

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

WHEREAS,

the Respondent is aware that while responding to LIC’s **RFP for Annual Maintenance Contract of Computer Hardware & Peripherals [Ref: LIC/CO/IT-BPR/HW/2024-25/02 dated 16.07.2024]**, the Respondent may be gathering information on LIC’s Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/ development plans etc., (“Proprietary Information”) indicated as confidential by LIC and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of LIC.

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

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

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

The Confidential Information means information which may be in any form including but not limited to oral, written or printed information or Information in electronic form, data, studies, consultants reports, trade secrets, proformas and other financial and trade/commercial information, computer models and programs, contracts, plant designs and configurations, plant performance data or other material of any kind or nature in whatever form. Wherever, information is given orally, within 48 hours, the receiving party should receive the information in writing along with the confidentiality statement from the other party. It may be noted that all the information shared as a part of said RFP in the form of project, documents, discussions, data shared for the sole purpose of evaluating and finalizing the system configuration onsite shall be the sole property of LIC and shall be treated with the same degree of

confidentiality as that of the respondent. Respondent will ensure that no breach of confidentiality occurs at its own premises as well as during and after the onsite engagement as a part of this project engagement.

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

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

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

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

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

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

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

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

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

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

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

provided, however, that the Respondent gives LIC written notice of the portion of Confidential Information to be disclosed as far in advance of the disclosure as is practicable and uses its best efforts, at its own expense, to obtain assurances that confidential treatment will be accorded to such Confidential Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name:

Designation:

Office Seal:

Annexure-V: Bidder Profile**RFP Ref: LIC/CO/IT-BPR/HW/2024-25/02 Dated: 16.07.2024**

(*To be submitted on Rs. 500/- stamp paper by the Vendor)

Company and Financial Details

1	Name of the Company			
2	Type of the Company			
	[Public Limited/Private Limited]			
3	Date of Incorporation			
4	PAN Number (Attach certified copy of PAN Card)			
5	Address of Corporate/ Registered Office			
	Email id			
	Phone number			
6	Address for communication			
	Email id			
	Phone number			
7	GST Registration No. and Date of registration			
8	Total number of assets (comprising of Computer Hardware and peripherals) for which AMC services provided Provide copies of POs/ Certificate from customers			
	Financial Year			
	2018-2019			
	2019-2020			
	2020-2021			
	2021-2022			
9	Profit of the Company (in Crores):			
	Financial Year			
	2018-2019			
	2019-2020			
	2020-2021			
	2021-2022			
10	Net worth of the company in financial year 2022-23			
11	Details of the Top three Customers Serviced	Customer 1	Customer 2	Customer 3

	Name of the Customer			
	Name of the Contact Person			
	Contact number			
	Total Number of machines serviced			
	Type of Hardware Serviced			
	AMC Revenue earned			
12	Details of Centralized Service Delivery Centre (CSDC)			
	Address of the CSDC			
	Is 24 x 7 support available from CSDC (Y/N)			
	Is L3 level support available from CSDC (Y/N)			
	e-mail Id of CSDC			
	Website URL of CSDC			
	Total Number of Engineers on roll (Provide list of Engineers along with their Employee Id and PF Account number/ ESIC number signed by the Authorised Signatory)			
13	ISO Certifications	Certificate Number and Date of expiry		
	ISO 9001:2015			
	ISO 20000-1:2018			
	ISO 27001:2013			
14	Any other relevant information not covered in the above points :			
	Enclosures:			
	a) Certificate of Incorporation, GST Certificate, Copy of PAN Card			
	b) Copy of audited copy of Profit & Loss Statement, audited copy of Balance Sheet			
	c) Copies of POs/ certificates from customers			
	d) Copy of the cancelled cheque			
	e) Power of Attorney or the copy of the Board Resolution appointing the Authorized Signatory			
	f) Copies of ISO Certificates			
	g) List of Engineers on roll			

Place:

Date:

Name and Signature of Authorized signatory of the Company:

Stamp/Seal of Company

Annexure-VI: Location wise details of Service Centres

RFP Ref: LIC/CO/IT-BPR/HW/2024-25/02 Dated: 16.07.2024

State	Address of the Office	Name, mobile number, email id of the contact person	No. of engineers available at the centre
Andhra Pradesh			
Arunachal Pradesh			
Assam			
Bihar			
Chhattisgarh			
Goa			
Gujarat			
Haryana			
Himachal Pradesh			
Jammu & Kashmir and Ladakh			
Jharkhand			
Karnataka			
Kerala			
Madhya Pradesh			
Maharashtra			
Manipur			
Meghalaya			
Mizoram			
Nagaland			
Orissa			
Punjab			
Rajasthan			
Sikkim			
Tamil Nadu			
Tripura			
Uttar Pradesh			
Uttarakhand			
West Bengal			

Signature of the Authorized Signatory & Date

Name:

Designation:

Name & Address of the company:

Seal of the Company

**Annexure-VII: Undertaking for Quality Assurance & Authenticity of Spares
(To be submitted on Rs 500 non-judicial Stamp paper)**

RFP Ref: LIC/CO/IT-BPR/HW/2024-25/02 Dated: 16.07.2024

Undertaking for Quality Assurance & Authenticity of the spares to be provided under the AMC.

This has reference to the hardware to be serviced vide RFP Ref. **LIC/CO/IT-BPR/HW/2024-25/02 Dated 16.07.2024**

We hereby undertake that all the components/ parts/ assembly used in the servicing of the hardware shall be original and the support will include the availability of original equipment, spare parts, components, consumables required for maintaining the hardware, as per the RFP terms and conditions. We also under take that no refurbished/ duplicate/ white label components/ parts/ assembly shall be used.

Should LIC require, we shall produce certificate from the OEM within 3 days of request.

Authorized Signatory

Date:

Name:

Seal and Signature of the Authorized Signatory

Annexure-VIII: Undertaking for ISO Certifications

RFP Ref: LIC/CO/IT-BPR/HW/2024-25/02 Dated: 16.07.2024

We hereby give an undertaking that we are having ISO 9001:2015 ISO 20000-1:2018 and ISO 27001:2013 certifications.

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

Dated at _____ this _____ day of _____ 2024

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company

Annexure IX: Format of Performance Bank Guarantee (PBG) Only for selected Vendor

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

Therefore, we hereby affirm that we guarantee and are responsible to you on behalf of the Supplier, 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).

Whereas _____, incorporated under the Companies Act, having its registered office at _____ has participated and has been selected as the successful vendor in the RFP Ref: **LIC/CO/IT-BPR/HW/2024-25/02 Dated 16.07.2024** and is submitting this guarantee under the terms & conditions of the said RFP.

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

This Bank Guarantee will be valid up to _____ <for a period of 54 months from the date of submission, excluding claim period >. The claim expiry date will be _____ <minimum of 3 months from the end of the validity period>.

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

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

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

Dated at _____ this ____ day of _____, 2024.

Sealed & Signed by the Bank

Annexure X: Undertaking by the AMC vendor for stock of spare parts

RFP Ref: LIC/CO/IT-BPR/HW/2024-25/02 Dated 16.07.2024

We hereby give an undertaking that that sufficient quantity of spares will be kept in stock during the AMC period at the respective locations.

Dated at _____ this _____ day of _____ 2024

Signature of the Authorized Signatory

Name:

Designation:

Name & Address of the company:

Seal of the Company

Annexure XI: Format of Agreement – Sample AMC Document

(To be signed by the selected vendor with LIC)

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

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

and

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

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

WITNESSETH:

WHEREAS

- A. LIC had issued a Request for Proposal (hereinafter referred to as “RFP”) inviting bids from eligible bidders for “**Comprehensive Annual Maintenance Contract for Computer Hardware & Peripherals**” bearing Reference **LIC/CO/IT-BPR/HW/2024-25/02 Dated 16.07.2024**, and subsequent clarifications/ corrigenda and addenda, mutually agreed modifications, issued by LIC, for the purposes specified in the RFP.
- B. The vendor being desirous of taking up the project submitted their bid in response to the above referred RFP and for that purpose has submitted its eligibility, and commercial bids vide their proposal dated _____, and subsequent documents.
- C. LIC has evaluated the proposals submitted by the bidders and selected _____ as the vendor under the RFP.

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

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

1. Project Reference Documents:

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

- a) The Request for Proposal for Comprehensive Annual Maintenance Contract for Computer Hardware & Peripherals RFP Ref: **LIC/CO/IT-BPR/HW/2024-25/02 Dated 16.07.2024** and all Annexures.
- b) Clarification and any Corrigenda/ Addenda, mutually agreed modifications, to the RFP.
- c) Non-Disclosure Agreement submitted by Vendor _____.

2. Terms and Conditions of the AMC:

Scope of Work:

a. General:

- i. The effective date of this Contract is **01/10/2024** and the Contract is valid up to **30/09/2028**, extensible for a period of one year after 30-09-2028 at the existing AMC rate, on mutual agreement.
- ii. The contract signed by LIC of India at IT-BPR Department, Central Office, Mumbai will be valid for all the Zones/ Groups. No separate contract is required to be entered into by the vendor with any of our other offices for Annual Maintenance Contract for Hardware items.
- iii. The scope of work is to undertake the AMC of all the hardware equipment as defined in the RFP for AMC 2024-2028. In brief, the vendor will be responsible for the following:
 - To undertake the AMC of the Hardware equipment and its support for the contract period at the terms and conditions defined in this document and the RFP Ref: _____
 - Provide the AMC support at **x% of the basic cost of the Hardware per annum.**
 - Provide Onsite support at all the offices of LIC.
- iv. Performance Bank Guarantee (PBG) – defined in the RFP.
- v. The detailed scope of work as well as the service levels and penalties for its breach are defined in the RFP.
- vi. The appointed AMC Vendor will have to immediately undertake the AMC for all the hardware items coming out of warranty, unless LIC decides otherwise.
- vii. The Vendor has to carry out on-site comprehensive maintenance of the Computer Systems which include Servers, PCs, AIOs, all types of printers, scanners, projectors, laptops, iPads, etc and all other peripherals. However LCD Projectors are excluded from the AMC.
- viii. All the tools, test equipment and fixtures etc. (if any) required for the on-site comprehensive maintenance of all the hardware, shall be provided by the AMC Vendor.
- ix. During the AMC period, the vendor will be required to keep the system in 100% working condition. The vendor will attend to all breakdown calls reported and rectify the problems thereof and replace the faulty components of the systems with serviceable components.
- x. The vendor will have to do the Preventive Maintenance of all the hardware, as detailed in the RFP.
- xi. The vendor will have to hand over all the systems in 100% working condition on the termination or end of the contract/ extended period. Any breakdown call that has been reported before the termination of the contract/ extended period will have to be completed by the vendor before handing over the systems to LIC.
- xii. LIC of India reserves the right to make amendments to the text of the contract or extend or reduce the validity of this contract on mutual agreement with the AMC Vendor.
- xiii. If the services of the AMC Vendor and the resources deployed by them is unsatisfactory thereby causing loss and agony to LIC, then LIC reserves the right to terminate the AMC Contract with one month's notice, without assigning any reasons and decision of LIC in this matter will be final.

b. Items covered under AMC:

The AMC is on comprehensive basis and **ALL PARTS** will be covered under the AMC, except the excluded items.

Items excluded from AMC:

All consumables including the following are excluded from AMC:

- Print cartridges for Dot Matrix Printers, Inkjet Printers, MFPs and Line Printers.
- Toner cartridges for laser printers. Toners with drum integrated as a single unit, is also excluded from AMC. Wherever toner and drum are separate, then drum is included in the AMC)
- Ink Ribbons, Print Bands and spools for Line Printers.
- Patch Cord.

c. Payment terms:

- The hardware cost for calculation of AMC will be the basic cost of the Hardware exclusive of all taxes.
- Quarterly Maintenance Charges (QMC) will be paid by the respective Zones/ Divisions at the end of each quarter.
- Penalties, if any, for a particular quarter will be deducted from the QMC payment for that

quarter and the balance if any, from any future payments due to the vendor from this or any other project. If necessary Performance Bank Guarantee may be invoked. Further outstanding amount, if any, shall be made good by the vendor to LIC immediately. Details of penalty deducted for all types of penalties will be provided to the vendor while settling the QMC payment by the office settling the QMC payment.

- Income-tax, surcharge or any other taxes levied by the government from time to time shall be deducted at source from the AMC amount payable. GST, as applicable at the time of billing, will be paid along with the AMC charges.
- Any representation against the QMC deductions by way of penalty if any, should first be made to the office where the action has arisen and, if not resolved, may be escalated to the respective RM (IT) of the Zone within a month after settlement of QMC. Penalty will not be charged to the Vendor if it is due to the reasons attributable by LIC, however the onus of proving the same will be by the Vendor. The Vendor will be required to provide immediate solution or system/ as standby with same configuration or higher and with all services restored as if it is a normal breakdown.
- The RM (IT) at Zonal Office/ Secretary (IT)/ Deputy Secretary (IT) at Central Office will review the authenticity of the penalty cases/ issues and take a decision on the matter. As far as possible the vendor should ensure that the matters pertaining to Zones/ Divisions are resolved at the Zonal Office itself and should be escalated to the Central Office only in exceptional cases.

d. Resolution of complaints:

When a complaint is booked by a user, the vendor will be intimated through email and SMS. The vendor will be provided access to LIC's vendor portal through which breakdown complaints can be monitored.

The service levels, resolution time for breakdown complaints, and the penalties for delays in resolution are defined in the RFP.

3. Miscellaneous :

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

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

SIGNED, SEALED AND DELIVERED

By _____

Of the within named Life Insurance Corporation of India,

The party of the first part above named

Dated at Mumbai, on the _____ day of _____ 2024.

In the presence of:

1)

2)

SIGNED, SEALED AND DELIVERED

By _____

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

Dated at _____, on the _____ day of _____ 2024.

In the presence of:

1)

2)