



**Request for Proposal for the procurement of Backup solution  
for ODS project of Life Insurance Corporation of India**

**RFP Ref: LIC/CO/IT-DT/ODS/Backup solution/2025/01 dated: 21.03.2025**

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

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## Section-A: INTRODUCTION

### 1. Definitions & Abbreviations:

#### 1.1 Definitions

<b>LIC</b>	means without limitation the “Life Insurance Corporation of India” (LIC), a statutory corporation established under section 3 of Life Insurance Corporation Act, 1956, (Act XXXI of 1956) having its Corporate Office at “Yogakshema”, Jeevan Bima Marg, Mumbai 400 021
<b>Bidder</b>	The person or the firm or company participating in this tender.
<b>Agreement</b>	The contract signed between the LIC and the Selected vendor and all the attached documents. The “Agreement” includes the RFP, subsequent modifications to the RFP, response of the selected vendor to the RFP and the contract document itself.
<b>Authorized Signatory</b>	The person authorized by the company’s Board/ Managing Director/ Director for signing the bid documents on behalf of the company
<b>Working Day</b>	shall be construed as a day excluding Sundays and public holidays declared under the Negotiable Instruments Act, 1881 by concerned State Governments or Central Government of India
<b>Day</b>	Calendar Day
<b>Clarifications</b>	Means Addenda, corrigenda and clarifications to the RFP
<b>Contract Value</b>	The value of lowest commercial bid made by the successful vendor during online reverse auction and/or price negotiation if applicable
<b>L1 quote</b>	Lowest price discovered through Commercial Bid Opening and Online Reverse Auction.
<b>L1 Bidder</b>	Bidder with L1 quoted is covered after opening of the Commercial Bid and Online Reverse Auction.
<b>Vendor</b>	Means the successful Bidder/s with whom LIC signs the contract for rendering of services required in the RFP.
<b>Specifications</b>	Means all the functional, technical, operational, performance or other characteristics required of a Product or Service found in this RFP or any of the annexure or addendum to the RFP.
<b>“Party” and “Parties”</b>	Each of the parties i.e., LIC and Selected bidder are collectively referred to as the ‘Parties’ and individually as a ‘Party’.
<b>Default Notice</b>	Shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
<b>Law</b>	Shall mean any Act, notification, bylaws, 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.

#### 1.2 Abbreviations

<b>Abbreviations</b>	<b>Description</b>	<b>Abbreviations</b>	<b>Description</b>
<b>#</b>	Serial Number	<b>NDA</b>	Non-Disclosure Agreement
<b>AMC/ATS</b>	Annual Maintenance Contract/Annual Technical support	<b>OEM</b>	Original Equipment Manufacturer
<b>AS (IT)</b>	Assistant Secretary (IT), LIC	<b>OS</b>	Operating System
<b>BOM</b>	Bill of Material	<b>PBG</b>	Performance Bank Guarantee
<b>CD</b>	Compact Disk	<b>PO</b>	Purchase Order
<b>CO</b>	Central Office, LIC	<b>PO VALUE</b>	Purchase Order Value

<b>HW</b>	Hardware	<b>POC</b>	Proof Of Concept
<b>INR</b>	Indian National Rupee	<b>RFP</b>	Request for Proposal
<b>HCTM</b>	Hardware Complaint Tracking Module	<b>RHEL</b>	Red Hat Enterprise Linux
<b>MAF</b>	Manufacturers' Authorization Form	<b>SI</b>	System Integrator
<b>MS</b>	Microsoft	<b>SPOC</b>	Single Point of Contact
<b>SCZ</b>	South Central Zone	<b>GST</b>	Goods and Service Tax
<b>SLA</b>	Service Level Agreement	<b>ODS</b>	Online Data Store
<b>WZ</b>	Western Zone	<b>ORA</b>	Online Reverse Auction

## 2. Invitation to Bid

The Life Insurance Corporation of India (hereinafter referred to as "LIC") a statutory corporation established under section 3 of Life Insurance Corporation Act 1956(**XXXI of 1956**) and having its Corporate Office at "Yogakshema", Jeevan Bima Marg, Mumbai –400021, hereby invites online responses (hereinafter referred to as "Bids"), in two bid system, 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 all eligible bidders having written authorization from respective OEMs for the supply, installation, configuration and maintenance of Backup solution for the Databases hosted on ODS Exadata systems and flat files from Staging servers and as detailed in the Scope of Works mentioned in Schedule- 1; (please refer to eligibility criteria mentioned in Section-B clause-1-Minimum Eligibility Criteria)

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

The RFP has been published on following websites:

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

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

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

## 3. Activity Schedule

#	Activity	Details
1	RFP Reference & date	RFP Ref : LIC/CO/IT-DT/ODS/Backup solution/2025/01 dated: 21.03.2025
2	Last date for receiving Pre-bid queries through mail	Any query related to the RFP/Bid should be sent through e-mail on <a href="mailto:co_itodstenders@licindia.com">co_itodstenders@licindia.com</a> latest by 27.03.2025 (by 3:00 pm).
3	Pre-bid meeting	On 28.03.2025 from 10:30 a.m. to 12:30 p.m. in IT Dept meeting room, at address: LIC of India, Central Office, IT/DT Department, 3rd Floor, Jeevan Seva Annex. Building, S. V. Road, Santacruz (W), Mumbai – 400 054

4	Bid Submission Date & Time	<b>On or before 16.04.2025 Before 4.00 P.M</b>
5	Mode of Submission	<b>Online (<a href="http://www.tenderwizard.com/LIC">www.tenderwizard.com/LIC</a>) through Tender Wizard</b>
6	Eligibility & Technical Bid opening date/time	The Eligibility & Technical Bids will be opened by the Tender opening committee of LIC through the option available in E-Tendering portal, <b>at 4.30 p.m. on 16.04.2025.</b>
7	Commercial Bid( Indicative prices)	The Commercial Bids of the qualified bidders will be opened on the notified date by the Tender Opening Committee of LIC depending on the circumstances prevailing at that time. LICs decision in this matter will be final.
8	Mail-id for correspondence	E-mail ID: <a href="mailto:co_itodstenders@licindia.com">co_itodstenders@licindia.com</a>
9	Address of Communication	The Executive Director (IT/Digital Transformation), LIC of India, Central Office, IT/DT Department, 3rd Floor, Jeevan Seva Annex. Building, S. V. Road, Santacruz (W), Mumbai – 400 054
10	Contact details	Mr. M. A. Roshith, Secretary (IT/DT)- 022-67090519
11	Web page Address	Please refer to the Tenders Section of <a href="http://www.licindia.in">http://www.licindia.in</a>

**Notes:**

- a) Any change to the Activity Schedule will be notified through websites:
  - <https://licindia.in/web/guest/tenders>
  - [https://eprocure.gov.in/and](https://eprocure.gov.in/)
  - [www.tenderwizard.com/LIC](http://www.tenderwizard.com/LIC) only.
- b) Amendments/corrigendum, if any, to this RFP would be hosted on above mentioned websites.
- c) In case the date of an event like last date for submission of bids, opening of bids etc. are declared as holiday in Mumbai, the respective date shall be treated as postponed to the next working day.
- d) Bidder's representatives should bring their company i-cards for Pre-Bid Meeting and any other meeting connected with this RFP.
- e) Pre-bid meeting shall be physical meeting only and shall not be conducted through video conferencing mode.
- f) Only a maximum of two authorized representatives from each bidder will be allowed to attend pre-bid meeting and tender opening event. The authorized representative must attend the pre-bid meeting without fail.
- g) Reverse Auction schedule will be notified on the LIC website: (<https://licindia.in/web/guest/tenders>) and E-tendering System portal website - [www.tenderwizard.com/LIC](http://www.tenderwizard.com/LIC) only.

**4. Present Technical environment & Scope of Work**

LIC's Online Data Store (ODS) is a centralized database to provide data needed by online portal applications. LIC procured Oracle Engineered System Exadata X5-2 (One-Eighth Rack) in 2015 and Exadata X7-2 (Quarter Rack) in 2019 at Primary site and X9M-2 (Quarter Rack) in 2023 for DR site. Physical Standby (DR) and Primary site are synced through Oracle Data Guard. The ODS Database version is Oracle 19c (version 19.22.0.0) and Operating System is Oracle Enterprise Linux (OEL Version 8.8).

LIC had procured backup solution through DELL EMC in 2019 and procured Networker Backup Software (current version 19.10) for taking backup of Oracle database from Oracle Exadata system to DELL EMC backup appliance -Data Domain DD6800 (current version 7.10) for Disk-to-Disk and DELL Tape Library (Gen 8) for Disk-to-Tape backups. Flat file backups are configured from staging servers. All the devices are connected to each other through Dell Unified Switch (S4148U).



The Hardware is located at the LIC's Data Centre at Vile Parle (Primary site) and DR site at Bangalore.

The brief scope of work is as below:

- Supply, installation, configuration, commissioning and maintenance of Backup Software, Backup/Media servers, Backup appliance /Backup storage, LTO-9 tape libraries and LTO-9 tapes at both sites
- Installation and configuration of Media /Backup servers and Backup software. Installation and configuration of Backup agent software on clients
- Installation and Configuration of LTO-9 Tape library for backups. (Disk-to-tape and direct to tape)
- Configuration of Oracle RMAN backups from Oracle Databases in Exadata systems (at both DC and DR sites) and from non-Exadata servers to Backup Appliance. (Disk-to-Disk)
- Configuration of Backup of Flat files from Staging servers to Backup appliance and LTO tapes using Backup software at both sites.
- Supply and installation of required latest version of OS on Media servers
- Configuration of Backups from Backup storage to LTO-9 tapes (at both DC and DR sites)
- Configuration of backup scheduling and automated alerts (at both DC and DR sites)
- Decommissioning of existing backup hardware and components from existing racks.
- Provide ATS support for a period of One year for Backup Appliance.
- Provide comprehensive ATS support of 5 years for other components like Backup software, Media servers, LTO tape library (including the periodical patching of components of Backup infrastructure.)

The detailed Functional requirements, Scope of work, terms on maintenance servicing, and Technical requirements is listed in **Schedule-1 - (Functional requirements & Scope of work), Section-D-Clause-3-Terms and Conditions for Servicing of Hardware and Annexure-12 – Technical Compliance/Requirements.**

For undertaking the Supply, installation, configuration, commissioning and maintenance of the Backup solution, the Vendor has to refer the detailed Terms and Conditions, SLAs mentioned in this RFP Document.

## Section-B: Minimum Eligibility Criteria

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

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

Sl. No.	Eligibility Conditions	Documentary Evidence Required
1.	The Bidder must be an Indian firm / Company/ Organization registered under applicable Act in India and in existence for 5 years.	a) Certificate of incorporation/registration b) GST Registration number c) Copy of PAN card
2	Bidder must have minimum turnover of Rs.100 Crores in each of the following three financial years i.e. 2021-2022, 2022-2023, 2023-2024. Bidder should have made profit (before tax) in each of the following three financial year's i.e. 2021-2022 and 2022-2023, 2023-2024.	Details to be submitted in Annexure-II and attested copies of Audited Balance Sheet and Profit and Loss account for the relevant years, duly signed by Authorized signatory of the Company along with Name and Seal.

3.	Bidder must have supplied and configured Backup solutions involving Backup Storage (Appliance), Backup software and LTO Tape libraries to at least 5 customers, In the last 5 financial years preceding the date of this RFP. At least three among these should be provided to Government Departments/PSU/BFSI sector companies.	Copy of the concerned Purchase to be submitted and details to be submitted as per Annexure-VII.  Multiple PO will be considered of that same entity
4.	The bidder should not have been blacklisted by any Govt./PSU/reputed listed company for corrupt or fraudulent practices or non-delivery / nonperformance in the last three years.	The certificate in original from the Authorized signatory should be attached as compliance to this condition as per Annexure-III. (In case there is no black listing, a nil certificate to be submitted)
5	Bidder must have experience in maintaining the backup solution for 3 different entities in the last three years. All should be from Govt Dept /PSU / BFSI Sector.	Copy of the concerned Purchase to be submitted.
6.	Manufacturer's authorization letters (i.e. MAF) from all respective OEMs involved.	The bidder must submit the Manufacturer's authorization letter (i.e. MAF) from the respective OEMs as per Annexure-IV

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

#### **Section -C: Instructions to Bidders**

##### **1. General instructions to Bidders**

- a) The prospective Bidder may download the RFP documents from the websites mentioned below:
- 1) the LIC website (<https://licindia.in/web/guest/tenders>,
  - 2) Central procurement portal website ( <https://eprocure.gov.in/>) and
  - 3) E-tendering System portal website ( [www.tenderwizard.com/LIC](http://www.tenderwizard.com/LIC)) only

**The bid submission to this RFP shall be made only through E-tendering System portal website**

- b) The RFP provides an overview of the requirements, bidding procedures and contract terms. While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidder must form their own conclusions about the solution keeping in view, LIC's requirements. Information contained in this RFP and corrigenda, if any, should be taken as guidelines for Bidders.
- c) LIC has used or will use its best judgment and assessment to fairly and reasonably represent the nature and scope of the work in order to submit viable Bids. However, LIC shall not be deemed to give any guarantees or warranties of accuracy of any of the information in this RFP or any corrigenda, nor of its being comprehensive or exhaustive. Nothing in this RFP or any corrigenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any corrigenda, as applicable.
- d) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of LIC. Any notification of preferred Bidder status by LIC shall not give rise to any enforceable rights to the Bidder.

- e) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- f) Failure to comply with the requirements of this RFP and corrigenda, if any, may render the Bid non-complaint and the Bid may be rejected. Hence, Bidders must:
  - i. Include all required Documents, Certificates, etc. specified.
  - ii. Follow the format provided and respond to each element in the order as set out.
  - iii. Comply with all requirements as set out.
- g) The information provided in the RFP is believed to be true and reliable at the date obtained, but does not purport to provide all the information necessary or desirable to enable the bidder to determine whether or not to participate in the RFP.
- h) Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice at their own cost.
- i) LIC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.
- j) Failure to furnish all information required by the RFP or submission of a Bid not responsive to the RFP in every aspect will be at the Bidder's risk and may result in rejection of the Bid.
- k) Response to this Bid by the Bidder will be deemed as consent to all the terms and conditions mentioned in this RFP along with its Annexure(s), Clarifications, if any.
- l) All the terms and conditions and the contents of the RFP along with the Corrigendum, Annexure(s), Clarifications, if any, will be contractually binding and will form part of the resulting agreement and any purchase orders, to be issued to the successful Bidder, from time to time as an outcome of this process.
- m) LIC reserves the right to negotiate, change, modify or alter any/all the terms and provisions of the RFP entered pursuant to the RFP and may request for additional information, if required from the Bidder.  
 LIC also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other person or party. All actions taken by the Bidder or any other person or party in pursuance hereof will be deemed to have been taken after considering commercial acumen and also taking into account that LIC does not guarantee or warrant suitability hereof or success to the bidder or any other person or party.
- n) No consortium or joint bid or sub-contracting is allowed.

## 2. Issue of Corrigendum

- a) LIC will endeavor to provide timely response to all queries in utmost good faith. However, LIC at its discretion may choose not respond to the query which is not under purview of this RFP.
- b) At any time prior to the last date for receipt of Bids, LIC may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFP Document by issuing corrigendum.
- c) The corrigendum (if any) and clarifications to the queries from all Bidders will be posted on
  - i. LIC website([www.licindia.in](http://www.licindia.in)) under Tenders section,
  - ii. e-Tendering System portal website ([www.tenderwizard.com/LIC](http://www.tenderwizard.com/LIC)) and also on
  - iii. Central Public Procurement Portal of GOI under the link (<http://eprocure.gov.in.in/cppp/>).
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) In order to allow Bidders a reasonable time to take the amendments if any, into account in preparing their Bids, LIC, at its discretion, may extend the last date for the submission of Bids.

- f) Any change in the timelines as decided by LIC will be posted in LIC website, e-Tendering System portal website and Central Public Procurement Portal of GOI. The Bidders, in their own interest are requested to check LIC Website regularly to know the updates.

### 3. Qualification Criteria

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

### 4. Terms and Conditions

#### 4.1. Right to accept any proposal and to reject any or all proposal(s)

LIC reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for LIC's action.

#### 4.2. Contacting LIC

No Bidder shall contact through any means of communications LIC or its employees on any matter relating to this bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of LIC, it should do so through the designated email-id as given in the Activity Schedule or in writing till the evaluation process is over. Any effort by a Bidder to influence LIC in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

#### 4.3. Right to terminate the Process

- a. LIC may terminate the RFP process at any time without assigning any reasons whatsoever. LIC makes no commitments, expressed or implied, that this process will result in a business transaction with anyone.
- b. This RFP document does not constitute an offer by LIC. The bidder's response to this RFP may result into selection of bidder(s) after completion of selection process as detailed in this RFP document.
- c. LIC reserves the right to accept or reject any proposal, and to annul the RFP process and reject all proposals at any time, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for its action.
- d. LIC may cancel any procurement under this RFP at any time without assigning any reasons Whatsoever. The decision of LIC will be final in this matter.

#### 4.4. Disqualifications

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

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

g) Submitted a Proposal with price adjustment/variation provision.

**5. Cost of Bidding**

The bidder shall 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/work order.

**7. Bid Processing Fee**

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

**8. Pre-Bid Meeting & Clarifications:**

- a) The Bidders will have to ensure that all their queries are submitted in one consolidated mail and send to the LIC's email-id (mentioned in **Section A -Activity schedule** for correspondence) in a single excel sheet as per the **format** below, latest by the date & time mentioned in the Activity Schedule. Kindly note that file size should not exceed 1MB.

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

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

**9. Pre-bid meeting:**

A Pre-bid meeting will be held with all the interested bidders as per the details given in the Activity Schedule. Pre-bid meeting shall be conducted as a physical meeting and there shall not be conducted through online/tele-conferencing mode.

## 10. Instructions for Bid Submission

- a) The bid submission to this RFP shall be made only through E-tendering System portal website
- b) Bidders are advised to study the RFP Document carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of all instructions, forms, terms and conditions, requirements, specifications etc. in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender document will be at the bidder's risk and may result in the rejection of the bid.
- c) **This is an E - Tender and hence Bids must be submitted "ONLINE". No hardcopy of the tender will be accepted. All documents are to be scanned and uploaded.**
- d) The bidding process would be in single stage. Bidders have to submit the Eligibility & Technical bid and commercial bids in one stage. The bids are to be submitted only through online e-Tendering System portal <https://www.tenderwizard.com/LIC> by the intending bidders.
- e) Bidders shall upload both the Eligibility & Technical bid and Commercial Bid online in e-Tendering System portal <https://www.tenderwizard.com/LIC>.
- f) The Bidder should submit their Bids along with required Annexures, Certificates and other required documents etc. as stated in the Section "Eligibility Criteria" or elsewhere in the RFP.
- g) All pages in the Bid proposal should be serially numbered, should be affixed with the Company seal and signed by the Authorized signatory.
- h) Bid shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract
- i) Authorization by the bidder for the signatory shall be in form of a Power of Attorney or a duly certified copy of the Board resolution appointing the authorized signatory. The person signing the bid shall sign all pages of the bid, except for an un-amended printed literature.
- j) The bidder shall attach/include the required supporting document wherever necessary in Eligibility & Technical Bid.
- k) The bid will be treated as legally void and will be rejected if:
  - a. Bid is not signed by the duly authorized person or
  - b. Bid submitted is unsigned or partially unsigned
  - c. Bids not accompanied by relevant supporting documents.
- l) By submitting a signed bid, the bidder's signatory certifies that in connection with this RFP:
  - The bidder's organization or an agent of the bidder's organization has arrived at the prices in its bid without consultation, cartel formation, communication or agreement with any other respondent or with any competitor, with a view to restrict competition,
  - The prices quoted in the bid have not been knowingly disclosed and will not be knowingly disclosed by the bidder's organization or by any agent of the bidder's organization, directly or indirectly, to any other respondent or to any competitor,
  - No attempt has been made or will be made by the bidder's organization or by any agent of the bidder's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- m) No consortium or joint bid or sub-contracting is allowed.
- n) The original Bid shall be typed on 8.5" by 11" (A4 size) paper in indelible ink.
- o) Ordinarily the bid shall contain no overwriting. Any interlineations, erasures or overwriting shall be valid only if the person signing the bid countersigns them.
- p) The Commercial Bid shall be submitted in the exact format provided [ in the same spread sheets as per the Annexure-VI (Commercial format)]
- q) During Eligibility & Technical Bid evaluation if any deviation is observed, LIC may call for clarifications. The decision of LIC in this matter will be final. If any compliance or clarification sought by LIC is not submitted within 3 working days of being called for, the bids are liable to be REJECTED. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final. However, this will be done before the opening of the Commercial bids.

#### 11. Non-Disclosure Agreement (NDA)

The Successful bidder shall submit a duly notarized non-disclosure agreement on a stamp paper of Rs. 500/- (Rupees Five hundred only) (either in the form of Stamp Paper of Rs. 500/- or franking of same value) as per the format given in **Annexure- IX** duly signed by the Authorized Signatory of the Company.

#### 12. 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.

#### 13. Bid Currencies

The Bidder has to quote the prices in commercial bid format in Indian Rupees.

#### 14. Arithmetical errors

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

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

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

#### 15. Documents Required for the Bid Submission:

##### a) Eligibility & Technical Bid:

Documents required under Eligibility & Technical Bid along with supporting documents	
1	Covering letter, application form and details as per Annexure-I and II along with supporting documents (mentioned in Annexure I and II)
2	Bid proposal
3	Declaration about non-blacklisting as per Annexure-III
4	MAF from OEM as in Annexure- IV
5	Document authorizing authorized signatory to sign as per Annexure-V
6	Pre-Contract Integrity Pact (as per Annexure- X) – (scanned copy to be uploaded)
7	Minimum Five reference customers in India where similar Backup solution involving Backup appliance, Media servers, Tape Libraries, Backup software has been supplied (as per Annexure VII) along with attested copies of Purchase orders
8	Attested Copies of Purchase orders to show bidder's experience in maintaining the backup solution for 3 different entities in the last three years. All Purchase Orders should be from Govt Dept /PSU / BFSI Sector.
9	Copies of certificate of registration/incorporation
10	Copies of PAN Card
11	Copy of Cancelled Cheque
12	Land Border Declaration Annexure- XI
13	Technical requirements – Annexure- XII (Proposed BOQ & BOM should be submitted with price



	masked)
14	Make in India Certificate ( if applicable) – Annexure -XIII
15	NSIC/MSME/ Startups Certificate (If applicable)
16	Bid Security Declaration - Annexure- XIV

**Note: Commercial bid format should not be enclosed under Eligibility & Technical bid. Enclosing any such documents containing indicative prices will render the bid invalid and shall be rejected.**

Original of Pre-Contract Integrity Pact (as per Annexure- X) executed on non-judicial stamp paper to be submitted to the address in Activity schedule in a sealed cover within one working day from bid submission date.

#### **Commercial Bid**

<b>1</b>	Commercial Bid Annexure - VI
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- a) The bidder should quote the prices for all the items in Commercial bid (Indicative Price) format as per **Annexure-VI**.
- b) The commercial figure quoted will be an all-inclusive figure including out of pocket expenses, traveling, boarding, permits and lodging, but excluding all applicable taxes such as local sales Tax / Levies such as Octroi / Entry Tax, Local Body Tax, VAT, GST etc.

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 & Technical 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.

#### **b) Documents to be submitted by MSMEs/Startups**

- a) MSMEs have to submit NSIC Certificate/ Udyog Aadhaar Memorandum. Certificate/ Memorandum should be valid as on due date/ extended due date for bid submission.
- b) 'Start-up' company should enclose the valid certificate of recognition issued by Department of Promotion of Industry and Internal Trade(DPIIT)

#### **16. Commercial Bid (Indicative prices):**

- a) The quotes have to be submitted in the Commercial bid format only. Bidder should note that quotes should be in numeric only.
- b) The commercial figure quoted will be an all-inclusive figure including out of pocket expenses, traveling, boarding, permits and lodging, but excluding all applicable taxes or any other charges.
- c) Only fixed price commercial bids indicating total price, as specified in commercial bid format for all the services specified in this bid document will be considered.
- d) The bidder shall quote the price as per specified format for the entire project on a single responsibility basis. The price shall be quoted entirely in Indian Rupees and taxes will be paid on actual basis. The price shall be written both in figures & words in the prescribed offer form.
- e) No line items in Commercial Bid shall be submitted as zero. Prices of different line items should not be clubbed under one-line item.
- f) The spread of quarterly payments for ATS/AMC/Warranty needs to be provided in appropriately distributed manner. If bidder is found to make upfront loading of these charges / payments etc. then bidder's bid may be rejected. Proposals are liable to be rejected if bidder indulges in unfair pricing practice.



#### 17. 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 or by email.

#### 18. 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.

#### 19. Compliant Bids / Completeness of Response

- a) The responses to this RFP must be complete and comprehensive with explicit documentary evidence in support. Information should be submitted in the same format as per the Annexure(s) attached.
- b) Bidders are advised to study all instructions, clarifications, terms, requirements, appendices/ Annexures and other information in this RFP document carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- c) Failure to comply with the requirements as set out within the RFP and failure to submit the bid as detailed in the RFP may render the bid non-compliant and the Bid may be rejected. The above matter is entirely at LIC's discretion and decision of LIC in this matter will be final.

#### 20. Bid Validity Period

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

#### 21. Late Bids

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

#### 22. Procedure for opening of the bids

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

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

#### 23. Evaluation process:

- a) LIC will evaluate the Bids submitted in response to the RFP and all supporting documents / documentary evidences.
- b) LIC may ask for meetings with the Bidders to seek clarifications on their bids.

**24. Rejection of non-compliant bid**

- a) LIC reserves the right to reject any or all bids on the basis of any deviation(s).
- b) Bids found with suppression of details, subjective, conditional offers, partial offers will be rejected. The decision of LIC in the evaluation of bids shall be final.
- c) Bids which are incomplete, not supported by required supporting documents and Annexure.
- d) Bids received by LIC after the last date and time of receipt of bids.
- e) Bids not accompanied by the requisite Bid Security Declaration.
- f) If the bid is not properly/ duly signed/initialed by the authorized person
- g) If there is any effort by a Bidder for revelations of prices in any form or by any reason before opening of commercial bids or canvassing/ lobbying or to influence LIC in its decisions on bid evaluation, bid comparison, short listing or contract award decisions etc.
- h) Bids with Assumptions stated, material deviations or conditions are unacceptable to LIC
- i) Bids from bidders not responding to queries or documents sought by LIC within stipulated time
- j) For other reasons mentioned in this RFP

**The decision of LIC in all matters will be final and binding on all bidders participating in this bid.**

**25. Eligibility & Technical Criteria Evaluation:**

The Bidder needs to comply with all the eligibility criteria as provided in Section B - Minimum Eligibility Criteria (MEC) [Stage I Evaluation] to be eligible for opening of indicative commercial bids. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. All credential letters / purchase orders / contract copies should be appropriately labeled and segregated in the respective areas. The Bidder needs to provide the minimum number of credentials as provided in the eligibility criteria, but there is no restriction on the number of credentials a Bidder can provide.

Technical compliance Bid (Annexure-12- Technical Compliance) should have 100% compliance on all specifications. Technical bids not complying 100% shall be rejected.

The decision of LIC would be final and binding on all the Bidders to this RFP. LIC may accept or reject an offer without assigning any reason what so ever.

Bidders have to submit proposed BOQ & BOM with masked price.

**26. Commercial Bid Evaluation:**

The Commercial bids submitted by the Bidders will be opened. After the opening of the Commercial Bid LIC will conduct the Online Reverse Auction (ORA).

If LIC decides then the Online Reverse Auction will be conducted and the eligible Bidders will be informed about the "Business Rules" and the details of the ORA, subsequently. The decision of LIC in this matter is final and will solely depend on the circumstances prevailing then.

- a) Only those Bidders who qualify in Eligibility & Technical evaluation would be shortlisted for commercial evaluation via Reverse Auction.
- b) The Bidder has to specify both in figures & words for all price quoted in Commercial Bid (indicative).
- c) Arithmetical errors will be rectified on the following basis:
  - i. If there is a discrepancy between the total price quoted in the bid and the total price that is obtained by multiplying unit price and quantity, the unit price shall prevail. The

total price will be corrected accordingly.

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

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

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

- e) The total Bid Price for this clause will be bid price exclusive of all taxes.
- f) No price variation/adjustment or any other escalation will be entertained after the closing of Bids.
- g) The specifications (Commercial Bids format) shall be submitted in the formats as per the respective Annexures specified in this RFP.
- h) **NPV Rule:** While evaluating the tenders covering a longer period (i.e. more than one year), the quoted prices pertaining to maintenance in future years are to be discounted to the net present value (NPV) as appropriate for comparing the tenders on equitable basis.
  - i) The Net Present Value of the proposal is equal to the sum of the present values of all the cash flows associated with it. NPV is to be calculated on the annual cash outflows.
  - ii) Discounting rate to be used: 10%
  - iii) Standard software for example 'Excel' can be used for the NPV computation.

**27. Online Reverse Auction:**

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

- a) LIC shall provide web based E-tender system for reverse auction.
- b) The Eligible bidders subject to provisions of Price Variation Factor and H1 Elimination clause (refer point 26- (d) above, are required to participate in online reverse auction for which web-based e-tender platform will be made available by LIC. The date, time, platform and process of online reverse auction will be communicated to the bidders by LIC.
- c) LIC shall conduct the 'Online Reverse Auction Process' for the L1 Bid Price determination. During reverse auction, the participating bidders shall input only the total cost that they have to offer. This amount shall be arrived at by the bidders themselves off-line by using the NPV rule method mentioned at point 26 [h] above.
- d) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e) Price quoted by the Bidders at the end of online reverse auction will be taken as the final commercial quote of that bidder.
- f) The bidder with lowest commercial bid at the close of online reverse auction will be declared as L1 bidder.
- g) After the close of online reverse auction, the L1 bidder shall provide a commercial breakup of all the line items along with the working sheet to LIC within 3 business days (excluding Saturdays, Sundays and Holidays under NI Act. as applicable in Maharashtra), failing which LIC reserves the right to reject the bid.
- h) The commercial figure quoted will be an all-inclusive figure including out of pocket expenses, traveling, boarding, permits and lodging, but excluding all applicable taxes such as local sales Tax / Levies such as Octroi / Entry Tax, Local Body Tax, VAT, GST etc.
- i) The bidder shall arrange the Digital certificates (at no cost to LIC) from a Certifying Agency

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

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

a) Notification Criteria

LIC will award contract to the Successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose bid has been determined to be responsive, and is the lowest price bid at the end of online reverse auction subject to Guidelines on Public Procurement Preference to Make in India), Order 2017 (PPPMII Order and revision thereto vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020

**Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPPMII Order and revision thereto vide letter no. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19.07.2024 will be applicable for this RFP and allotment will be done in terms of said Order as under:**

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

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

#### **28. 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.

#### **29. Right to terminate the Process:**

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

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

### **30. Award Criteria**

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

### **31. Request to extend validity period by LIC**

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

### **32. Notification of Award**

After Online Reverse Auction, LIC will notify the successful bidder in writing, that its proposal has been accepted and send the Bidder the Contract Form and/or issue Purchase Order incorporating all terms and conditions between the two parties. The Bidder, in turn, has to confirm the acceptance for the Offer made by LIC through mail or registered letter.

#### **a) Contracting**

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

- a. LIC reserves the right at the time of award of contract and during the term of the contract to vary the quantity of services and goods specified in the RFP without any change in unit prices or other terms and conditions.
- b. LIC, at all times, reserve the right to modify, include or exclude procurement of products under consideration in this RFP if it is to LIC's advantage to do so.
- c. LIC reserves the right to shift/divert the equipment to other locations from where they are. In such cases, the warranty / AMC shall continue to be in force at the new location and the supplier has to continue to extend his support for the same at the new location.

#### **b) Signing of Contract/issue of Purchase Order**

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

### **33. Pre Contract Integrity Pact**

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

The "Pre-Contract Integrity Pact" format is given in the Annexure -X.

As per CVC Circular No 10/5/09 dated 18.05.2009 of Standard Operating Procedure (SOP) under clause No 2.02. "Integrity pact, in respect of a particular contract, would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings." Bidders may refer: <http://www.cvc.nic.in/sites/default/files/iembank25022015.pdf>

The bidder shall submit Pre-Contract Integrity Pact as per the format given in **Annexure -X**.

**Any bid submitted without the Pre-Contract Integrity Pact will summarily be rejected.**

### **34. Response to the Bid**

The terms and conditions for the bidders who participate in this RFP are specified in the **Section-D** named "**Terms and Conditions**". Responding to this RFP and submission of the bid by the Bidder will be deemed

as consent from the Bidder to all the terms and conditions mentioned in this RFP document/subsequent corrigendum and the contents of the RFP along with the Annexure(s), clarifications issued, if any, will be contractually binding on the bidders. All these terms and conditions and the contents of the RFP along with the Annexure(s), corrigendum, clarifications issued will form the part of the work orders/any resulting contracts, to be issued to the successful bidder/s from time to time as an outcome of this RFP Process.

### **35. 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.

### **36. Bid Security declaration in lieu of EMD:**

No Bid Security /Earnest Money Deposit (EMD) shall be applicable. Instead of EMD /Bid Security, all the bidders shall be required to sign a "Bid Security Declaration" as per annexure-XIV accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP/ Purchase order, they shall be suspended from participating in any RFP/Tenders floated by LIC of India for the period of one year starting from the date of such withdrawal, modification, failure, refusal, or misconduct, . This suspension for duration of one year shall be automatic without conducting any enquiry. Bidders shall submit "Bid Securing Declaration" as per enclosed Annexure -- along with their Technical bids.

## **Section -D: Terms and Conditions**

### **1. Terms and Conditions regarding bidding:**

- a) The Bidder is expected to examine all instructions, statements, forms, terms, conditions and specifications in the bid document. Failure to furnish all information required by the RFP or submission of a bid not responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of his bid. While LIC has made considerable effort to ensure that accurate information is contained in this RFP, the information contained in this RFP is supplied solely as a guideline for bidders.
- b) Any **notice** by one party to the other pursuant to the Contract shall be sent by e-mail/letter and confirmed in writing to the address specified for that purpose in the Contract. All communications shall be addressed to The ED (IT/DT), LIC of India, Central Office, IT/DT Department, 2nd Floor, Jeevan Seva Annexe Building, S.V. Road, Santacruz – West, Mumbai-400054.
- c) LIC may waive off any minor non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiving does not prejudice or affect the relative ranking of any bidder.
- d) Bid with insufficient information may be rejected.



- e) LIC reserves the right to verify the validity of bid information, and to reject any bid where the same appears to be incorrect, inaccurate or inappropriate in LIC's estimation.
- f) It will be the responsibility of the bidder to take care of all the formalities (wherever and whatever applicable) as per rules / tax laws / regulations / orders of any government/non-government/ regulatory authority in force etc.

## **2. Other / General Terms and Conditions:**

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

### **2.1. Confidentiality and privacy**

#### **2.1.1. Confidential Information not to be disclosed**

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

#### **2.1.2. Exceptions to obligations**

The obligations on the parties under this clause will not be taken to have been breached to the extent that Confidential Information:

- Is disclosed by a party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under the contract.
- Is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities.
- Is disclosed by LIC.
- Is disclosed by LIC, in response to a request by a House or a Committee of the Parliament/ Assembly.
- Is authorized or required by law, including under the contract, under a license or otherwise, to be disclosed. Or
- Is in the public domain otherwise than due to a breach of this clause.
- lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential
- independently developed by the Recipient without use or reference to such Confidential Information

#### **2.1.3. Obligations on disclosure**

Where a party discloses Confidential Information to another person:

- Pursuant to clauses a) and b) of 14.2 above, the disclosing party must: notify the receiving person that the information is Confidential Information; and not provide the information unless the receiving person agrees to keep the information confidential; or
- Pursuant to clauses c) and d) of 14.2 above, the disclosing party must notify the receiving party that the information is Confidential Information.

#### **2.1.4. Additional confidential information**

- The parties may agree in writing after the date of the contract that certain additional information is to constitute Confidential Information for the purposes of the contract.



- Where the parties agree in writing after the date of the contract that certain additional information is to constitute Confidential Information for the purposes of the Contract, this documentation is incorporated into, and becomes part of the contract, on the date by which both parties have signed this documentation.

#### **2.1.5. Period of confidentiality**

The obligations under this clause 2.1 continue, notwithstanding the expiry or termination of the contract:

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

#### **2.2. Issue of Purchase Order:**

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

On LIC issuing the Purchase order/Work order to the successful bidder, the Contract with the successful bidder shall come into force. The terms and conditions, SLAs for servicing of the Hardware are defined in this RFP document / any subsequent corrigendum, replies to pre-bid queries, bid proposals and submission by the bidder shall become binding on the bidder.

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

#### **2.3. Dispute:**

- a) In the event of any dispute or disagreement over the interpretation of any of the terms in this bid document or claim of liability, the same shall be referred in writing first to Executive Director (IT/DT) with 15 days of any such matter arising. Executive Director (IT/DT) on receipt of such communication will get it investigated and then call a meeting of the Vendor and the LIC team and get the matter resolved with mutual agreement.
- b) In the event of any dispute or disagreement over the interpretation of any of the terms in this bid document or claim of liability not getting resolved through above mutual discussion, , the same shall be referred in writing to a person to be nominated by mutual consent of both parties whose decision shall be final and binding upon both the parties. Such reference shall be deemed to be a submission to arbitration under the Arbitrations and Conciliation Act 1996. The venue of arbitration shall be Mumbai. The courts in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts.
- c) Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- d) The Bidder shall not be entitled to suspend the Service(s) or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service(s) in accordance with the provisions of the RFP notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

#### **2.4. Termination**

#### **2.4.1. Right to terminate:**

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

#### **2.4.2. Termination and reduction for convenience:**

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

#### **2.4.3. Termination by LIC for default:**

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

In the event of LIC terminating the Contract in whole or in part, LIC may procure, upon such terms and in such manner as it deems appropriate, Systems or Services similar to those undelivered from third party, and the Bidder shall be liable to LIC for any excess costs for such similar systems or Services.

However, the Bidder shall continue the performance of the Contract to the extent not terminated.

#### **2.4.4. Termination for Insolvency:**

LIC may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to LIC.

In case of termination under this clause, LIC is liable to pay for all the services performed by the Bidder till the effective date of termination.

#### **2.4.5. After termination:**

On termination of the contract the Bidder must:

- a) Stop work on the Services;

- b) Deal with LIC Material as directed by LIC; and
- c) Return all LIC's Confidential Information to LIC

## **2.5. Survival**

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

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

## **2.6. Severability**

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

## **2.7. Consequences of Termination of Selected Bidder**

During the contract period if the services of the selected Vendor is not satisfactory and has caused agony and loss to LIC then contract with selected Vendor will be terminated and necessary actions as per the RFP Terms and Conditions will be taken. In the event of termination of the selected Bidder due to any cause whatsoever, [whether consequent to the stipulated terms of the RFP or otherwise], LIC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the terminated Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Bidder to take over the obligations of the terminated Bidder in relation to the execution/ continued execution of the scope of the work defined in RFP.

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

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

## **2.8. Notices and other communications**

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

### **2.8.1. Service of notices**

A Notice must be:

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

**LIC's Address for notices:**

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

**Bidder's Address for notices:**

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

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

**2.8.2. Effective on receipt**

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

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

**2.9. Force Majeure Condition:**

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

## **2.9.1 Force majeure or unforeseen events**

### **1. Occurrence of unforeseen event**

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

### **2. Notice of unforeseen event**

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

### **3. Consequences of termination if the Contract is terminated:**

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

## **2.10. Limitation of Liability:**

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

## **2.11. Confidentiality:**

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

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

## **2.12. Copyright Violation and Patent Rights:**

The Bidder shall indemnify LIC in respect of all claims arising out of violation of any Patents or Copyrights, for all software supplied by the bidder. The Bidder shall indemnify LIC against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the software packages. The Bidder should have back-to-back agreement with OEM to safeguard the Corporation's interest with regards to IPR.

## **2.13. Fraud and Corrupt Practices:**

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

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

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

#### **2.14. Conflict of interest**

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

#### **2.15. Ambiguities within the Document**

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

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

#### **2.16. Protection of Personal information**

##### **a) Application of the clause**

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

##### **b) Obligations**

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

#### **2.17. Rights reserved by LIC:**

- a) If at any future point of time, it is found that the bidder had made a statement which is factually incorrect and is of significant nature, LIC will reserve the right to debar the Bidder from participating in

future RFP's floated and / or servicing of hardware for a period to be decided by LIC and take any other action as may be deemed necessary including the invocation of BG in part or full.

- b) LIC reserves the right to accept or reject any RFP and annul the RFP process and reject all RFP's, at any time prior to award of agreement without assigning any reason 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 contract period, certain situations may arise which are not envisaged in this RFP. LIC will take a considered decision in the matter in the best interest of the LIC. The decision of LIC in all such matters will be final and binding on all the 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 the selected Vendor or their representatives were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that agreement, without the concerned Vendors having taken timely and appropriate action satisfactory to the LIC to remedy the situation.

#### **2.18. Change in Constitution**

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

#### **2.19. Intellectual Property Rights -- Third Party Material:**

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

##### **2.19.1. LIC ownership of Intellectual Property Rights in Contract Material:**

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

##### **2.19.2. Rights in Bidder's Pre-existing IPR**

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

##### **2.19.3. IPR Warranty**

The Bidder will warrant that:

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



#### **2.19.4. Remedy for breach of warranty**

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

- a. Use its best efforts to secure the rights for LIC to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
- b. Replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.
- c. The Bidder will indemnify LIC against all third-party claims of infringement of patent, Intellectual Property Rights, trademark, copy right or industrial design rights arising from use of the Bidder's Solution or any part thereof throughout the Offices of LIC, including but not limited to the legal actions by any third party against LIC.

#### **2.19.5. Patent Rights and other litigation costs**

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

### **2.20. Moral rights**

#### **2.20.1. Obtaining consents**

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

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

#### **2.20.2. Specified Acts**

In this clause, Specified Acts means:

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

### **2.21. Indemnity**

Bidder will undertake to indemnify LIC from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including LIC) attributable to the Bidder's negligence or willful default in performance or non-performance under the contract. If LIC promptly notifies Bidder in writing of a third party claim against LIC that any Service provided by the Bidder infringes a copyright, trade secret or Indian patents of any third party, Bidder will defend such claim at its own expense and will pay any costs or damages that



may be finally awarded against LIC. Bidder will not indemnify LIC, however, if the claim of infringement is caused by:

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

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

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

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

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

- a) LIC as promptly as practicable informs the Bidder in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- b) LIC will, at the cost of the Bidder, give the Bidder all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that LIC may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defence;
- c) If the Bidder does not assume full control over the Defence of a claim as provided in this Article, the Bidder may participate in such Defence at its sole cost and expense, and LIC will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of LIC will be included in losses to be indemnified by the Bidder;
- d) LIC shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Bidder;
- e) All settlements of claims subject to indemnification under this Clause will:
  - I. Be entered into only with the consent of LIC, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
  - II. Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- f) LIC will account to the Bidder for all awards, settlements, damages and costs (if any) finally awarded in favour of LIC which are to be paid to it in connection with any such claim or proceedings;
- g) LIC will take steps that the Bidder may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- h) In the event that the Bidder is obligated to indemnify LIC pursuant to this Article, the Bidder will, upon payment of such Indemnity in full, be subrogated to all rights and defences of LIC with respect to the claims to which such indemnification relates; and

- i) If a Party makes a claim under the indemnity set out as mentioned above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

## **2.22. Insurance**

### **Obligation to Maintain Insurance**

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

## **2.23. Dispute Resolution**

### **2.23.1. Reconciliation Process**

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

### **2.23.2. Notification**

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

### **2.23.3. Parties to resolve Dispute**

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

## **2.24. Varying the Contract**

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

## **2.25. Approvals and consents**

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

## **2.26. Assignment and Novation**

A party may only assign its rights or novate its rights and obligations under the contract with the prior written consent of the other party.

## **2.27. Further action**

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to the contract and any transaction contemplated by it.

## **2.28. Waiver**

Waiver of any provision of or right under the contract:

- a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- b) is effective only to the extent set out in any written waiver.

### **2.29. Relationship**

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

### **2.30. Announcements**

- a) The Vendor must, before making a public announcement in connection with the contract or any transaction contemplated by it, obtain LIC's written agreement to the announcement.
- b) If the Vendor is required by law or a regulatory body to make a public announcement in connection with the contract or any transaction contemplated by the contract the Vendor must, to the extent practicable, first consult with and take into account the reasonable requirements of LIC.

### **2.31. Governing law and jurisdiction**

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

### **2.32. Performance Bank Guarantee (PBG):**

A PBG (As per **Annexure- VIII**) to the tune of 5% of the Contract value shall be submitted by the selected bidders.

The Performance Bank Guarantee shall be submitted within 10 days from the date of intimation/ letter issued for selection as Vendor. Failure to do so may attract a penalty of Rs.5, 000/-per day, subject to maximum penalty of Rs. 25,000/-.

The PBG should be of a Scheduled Commercial Bank only and should be valid for the period of 66 months and the claim period will for additional four months that is up to 70 months from the date of submission of PBG. The PBG / part thereof may be invoked for an amount that will be decided by LIC, when the bidder backs-out of any of his obligations as per this RFP, including refusal to take up AMC for the equipment covered under AMC.

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

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

### **2.33. Validity Period:**

- a) **The comprehensive warranty period for Backup solution including all hardware and software components shall be for the period mentioned in Schedule -1 (scope of work). The comprehensive warranty for Backup appliance shall be for a period of One year. For other hardware and Software components, the comprehensive warranty shall be for a period of 5 years.**
- b) **A purchase order/work order shall be issued to the successful bidder.** The contract shall be valid from the date of issue of purchase order/work order till 5 Years period.

- c) The Performance Bank Guarantee shall be released after 66 months from date of submission of PBG as mentioned under Section-D (Clause 2.32 – Performance Bank guarantee).
- d) **Approved Rates under RFP for Backup solution:** The ATS/AMC rates approved by LIC after the RFP evaluation process under the above referred RFP will be valid up to the specified **end date and 3 months thereafter** and also during the extension period. LIC reserves the right to **reduce or extend** the validity period of the AMC contract of Backup solution.
- e) In case of termination of the AMC Contract, the same will be informed to the Vendor by serving a notice period of 30 days if the Hardware is going for an upgrade/replacement/refresh or a new procurement exercise is being undertaken.

#### **2.34. Addition and Deletion in Inventory:**

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

#### **2.35. Exit Management Plan:**

The Vendor shall provide the AMC support during the entire AMC period and further continue to provide the support till the Backup solution is handed over to another Vendor for AMC or the Hardware is given under buyback.

In the event of expiry of the AMC contract with the existing AMC Vendor resulting out of this RFP and in case the next AMC Vendor has not been finalized for servicing of the existing Backup solution, the existing Vendor with whom the contract has expired shall service the backup solution including hardware at existing rates until the new RFP exercise is completed or 9 months whichever is earlier as per the decision taken by LIC at that time.

In case the Vendor has to provide the AMC support for the Backup solution beyond the AMC period and in the extension period after the AMC period then the Vendor will be entitled for the AMC payment on the pro-rata basis till such time the new AMC Vendor is in place.

#### **2.36. Handing over of the contract**

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

#### **2.37. Land Border Clause**

The land border clause is governed by the Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India. Bidders and OEMs have to submit a self-declaration for land border clause in the form of Annexure XI.

### **3. Terms & Conditions for Servicing of Hardware**

#### **3.1 Maintenance and servicing**

- a) During Servicing, whenever required, the Vendor has to install original OEM manufactured Spare Parts of same or higher configuration (subject to compatibility)
- b) Spares, consumables and support for the hardware should be made available from Principal Vendor (OEM).

- c) The entire responsibility will rest on the AMC Vendor for servicing and proper functioning of the equipment covered under AMC.
- d) During specified tenure until the refresh of hardware takes place if it is found that spares /consumables or support is not available, the existing irreparable hardware will have to be replaced by equivalent or higher model by the AMC Vendor at no extra cost to LIC.
- e) Whenever any Hardware equipment is taken out of an LIC site for repair, the same hardware has to be returned after repair unless it is declared to be irreparably damaged. When any Hardware equipment is taken out of an LIC Office for repair, the vendor shall make all arrangements for removal of the equipment, transit insurance, its transportation to the workshop and back to LIC's site and its re-installation. The detail of all such hardware which is taken out and thereafter reinstalled has to be entered in the LIC's HCT Module by authorized officer of LIC. Insurance of such equipment also has to be arranged by the Vendor and all expenses for the above shall be borne by the Vendor. The Vendor shall hand over and reinstall the systems in 100% working condition after repair/maintenance/rectification at the earliest. Thereafter, the Vendor shall reinstall the same machine after repair unless it is declared to be irreparable.
- f) In the event of replacement of the system or any part thereof, it should be done with an equipment/ part, equivalent or of higher configuration which is compatible with the system.
- g) Wherever any system has to be shifted from one LIC location to another, as decided by LIC, the Vendor is required to uninstall / reinstall and maintain the system/s at the new location, without any extra cost on account of reinstallation.
- h) Service Engineers/ Representatives of Vendor shall invariably carry their identity cards with them, without which they will not be allowed to access LIC's Systems. Service Engineers will have to adhere to the office timings of the Organization. Service Engineers of the Vendor shall have access to the Computer Systems/ Peripherals only after obtaining clearance from LIC's authorized officials. No component of the System/data/ log information will be taken out of LIC's premises without clearance from LIC's authorized Officials. If any unwarranted or uncalled for behavior is observed which has come to the notice of the respective official monitoring IT dept. then the matter will be viewed very seriously by the decision making authorities and action will be initiated on the Service Engineer/Representative of the Vendor.

**i) Role of AMC Vendor:**

The Vendor will supply the Services:

- i. With due skill and care and to the best of the Vendor's knowledge and experience;
- ii. In accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines;
- iii. Using the Specified Personnel;
- iv. In accordance with all applicable Laws;
- v. The Vendor will be obliged to work closely with LIC's staff, act within its own authority and abide by directives issued by LIC and undertake implementation activities;
- vi. The Vendor will abide by the job safety measures prevalent in India and will free LIC from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold LIC responsible or obligated;
- vii. The Vendor will be responsible for managing the activities of its personnel and will

hold itself responsible for any misdemeanors;

- viii. In accordance with any reasonable directions given by LIC from time to time in relation to the Services;
- ix. So as to meet the milestones and other project plan requirements, and where no milestones or project plan requirements are specified, promptly and without delay.
- x. The Vendor, will, in the performance of the Services:
  - a) Fully co-operate with LIC's Personnel and any other entities interacting with LIC; and
  - b) Use its best efforts to co-ordinate its activities so as to support and facilitate, in LIC's best interests, the timely and efficient completion of all work and other activities to be performed for LIC by any person. If the same requires additional support to be provided from the OEM of the said hardware other than the support from the vendor's engineer then the same will have to be complied with by the AMC Vendor.

**j) Booking of Breakdown Complaints:**

1. For complaints not booked through module in rare circumstances which must have arisen due to unavoidable situations, the Vendor should ensure that the details of such breakdown attended are properly recorded in the online CCR with complete details.
2. The breakdown call will be treated as closed permanently after validation by the User/ Secretary (ODS, IT-DT) ODS section at Central Office, IT/DT, ODS section.

**4. Payment Terms:**

- 60% of the cost of Hardware items and 80% of Software items of the Commercial Bid Format at Annexure-VI shall be paid after delivery of entire solution (software, hardware, warranty & maintenance with OEM and peripherals as per scope) at the specified locations mentioned in the PO.
- 30% of the cost of Hardware items and 20% of the cost of software items in Annexure-VI-Commercial Bid shall be paid on Go-Live date.
- Go-Live will be reckoned as the production implementation date backup solution after successful Installation and integration, acceptance testing and documentation of entire solution at the locations specified as per the scope of work.
- 10% of the cost of Hardware items of the Commercial Bid Form at Annexure-VI shall be paid after 3 months of Go-Live date and after submitting documentation on any Configuration changes/ modifications done after Go-Live and after completion of training.

The Warranty and support costs and ATS renewal costs shall be paid as per conditions stated below :

- a) All Payments shall be made in Indian Rupees.
- b) Payment of Hardware / Software license cost due on delivery and successful installation.
- c) Payment will be released within 30 days of receipt of error free invoice and installation and commissioning certificate duly signed by LIC.
- d) As already stated for reasons of delays in installation and commissioning not attributable to LIC, the liquidated damages may be levied as stated.
- e) Cost of installation will be paid on production go-live.

- f) Cost of Warranty/Comprehensive AMC will be paid quarterly in advance.
- g) Payments will not be released for any part-shipment or, short-shipments or, incomplete/unsuccessful implementations
- h) QMC Payments will be settled at the Central Office location, Mumbai only, **quarterly in advance** on quarterly basis **at the approved L1 AMC rate discovered**.
- i) The AMC value for each quarter will be all inclusive of taxes, duties, levies, GST etc. as applicable. The other relevant taxes by the government, at applicable rates as and when applicable will be paid to the Vendor along with the AMC payment.
- j) Efforts will be made to settle all payments within 21 days after the receipt of the complete set of invoices along with the supporting documents and requirements are submitted by the Vendor to the Office where the payment will be settled in Mumbai.
- k) The penalty, if any, accumulated after release of payment will be recovered from the next quarterly AMC payment due. The penalty, if any, accumulated after release of payment pertaining to the last servicing quarter of the contract period will be recovered by invoking the Performance Bank Guarantee available with LIC or any other payment due to the Vendor. In any case, where the penalty exceeds the payment amount, the same will be recovered by invoking the Performance Bank Guarantee or any other payment due to the Vendor by LIC.
- l) In such cases, where PBG is invoked, the bidder shall replenish the used portion of PBG immediately through additional PBG within 15 days' time period

## 5. Pricing & Taxes

### a. Prices

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

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

### b. Taxes and Duties

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

### c. Deduction of Taxes at Source

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

## 6. Service level Agreement.

This Service Level Agreement is intended to provide LIC with optimal services by the Vendor. This document covers the service availability, the service levels etc. for all the Hardware across all the locations mentioned above. The RFP document is intended to be a "living document" during the execution of the



contract. It will serve as the foundation for continuous optimization of service level and performance measurement process throughout the term of the contract. Any modification to the AMC will be made upon mutual agreement of the parties.

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

**Table-1:**

Working Hour Window	24 * 7 (365 days in a year)
Site	Hardware located at a location – Data Center, Vile Parle, Mumbai and DR site at Bangalore
QMC (Quarterly Maintenance Charges)	The amount payable to the vendor for their services will be on quarterly basis <b>QMC = Annual Maintenance Charges (AMC) / 4</b>
Backup solution related AMC cost	For calculation of penalty, the AMC amount for the quarter will be considered.
Formula for the Systems Uptime Calculation (Quarterly): <b>Systems Uptime (%)</b> =	$\frac{[ \text{Total working hours during the Quarter (Less) Total downtime during the Quarter} \#\# ]}{[ \text{Total working hours during the Quarter} ]} * 100$
<p>## Down-time/Loss of service of due to any faults arising out of Backup software, Backup Servers, Storage Appliance, Tape Library and/or any other associated, accessories will be counted in Quarterly total down-time during the quarter and Penalty will be calculated on Quarterly AMC amount of the contract.</p>	

### 6.1 Complaint booking and resolutions

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



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

## 6.2 Guiding Principles:

- a) Vendor Response to incidents/problems may be onsite or telephonic or through E-mail.
- b) All SLA calculations will be on quarterly basis. However, reports will have to be submitted on monthly basis for performance review and corrective actions.
- c) LIC may make request for modifications to the agreed Service Level by sending written notice at least 15 days prior to the date that such modifications are to be effective, provided that the proposed modifications are mutually agreed.

## 6.3 System Uptime required and its applicable penalties

Site-uptimes to be provided by the vendor are tabulated in Table-2 below. If the desired uptimes are not achieved, penalty as given below will be applicable.

**Table-2 :**

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

Required Uptime of solution/service on Quarterly basis	99.50%
Percentage System-up time(rounded to nearest )	Penalty Applicable (on quarterly basis) (% on Quarterly AMC amount)
<99.50% up to 99%	3 % of Quarterly AMC amount
< 99% up to 98%	4 % of Quarterly AMC amount
< 98% up to 97%	5 % of Quarterly AMC amount
< 97%	5 % of Quarterly AMC bill + 0.10% of AMC amount , for every additional hour of downtime thereof

**Please note that:**

- a) Hardware uptime Reports etc. will be generated by the tools deployed by LIC.
- b) SLAs will be applicable based on the reports generated by the LIC's Service-Desk/ Module. (if applicable)
- c) Site uptime will be calculated on Quarterly basis.
- d) The QMC will be settled by the Central Office, Mumbai location only.
- e) Penalty cap for a quarter shall be a maximum of 15% of the Total AMC Bill for a quarter. Penalty will be deducted from any amount payable to the Vendor or invoking the performance Bank Guarantee.
- f) If the uptime falls below 97% twice during any quarter, contract /order may be cancelled and LIC may deduct liquidated damages of additional 5% of contract value from PBG

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

## 6.4 Exclusion from Downtime calculations.

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

- a) Scheduled downtime on account of preventive maintenance, system testing and acceptance test, system upgrades etc.
- b) All failures due to source power unavailability and power conditioning, UPS failure etc. beyond control of Vendor Managed Services. However, onus of proof will be with the vendor and LIC's authorized officials will verify the authenticity of the claim made by the servicing Vendor.
- c) Period of delays from the side of LIC will not be taken in Penalty calculation. Any delay arising out of non-availability of Network, time taken for extraction and upload of log files etc. will be excluded from the calculation of resolution time.
- d) Force Majeure conditions defined (as per Force Majeure clause) or any condition not foreseen but which will be mutually agreed by both the parties.
- e) No breakdown charges will be deducted if the complaint is resolved within the resolution time specified in the above Table-2. In case the breakdown complaint is not resolved within the resolution time stated in Table-2 above, penalty for breakdown for various Hardware items mentioned in Chart of Penalties as per Tables-1 and Table-2 above will become chargeable.
- f) If the complaint is not resolved within the resolution time specified in the above table, penalty as per Chart of Penalties Table-2 will be charged from the time of lodgment of the complaint. In that case, 1 day means the completion of 24 hours from the time of lodgment of the complaint for the first day, but any part of the day thereafter will be considered as a full day.
- g) Replacement of equipment at no cost to LIC will not be applicable if the breakdown is due to reasons not attributable to the Vendor. However, the onus of proving the same would be on the Vendor.
- h) The penalties as applicable will be recovered from any payment due to the Vendor. If no payment is due then the same will be recovered by invoking the Performance Bank Guarantee of the servicing AMC Vendor.
- i) After the expiry of the existing AMC contract, if LIC desires, the existing Vendor will have to execute a comprehensive Annual maintenance Contract (AMC) with LIC for continuity in servicing of the Hardware in the extension period. LIC reserves the right to extend / terminate the AMC depending on the prevailing circumstances / high failure rates/ deficiency in servicing. However, LIC reserves the right to revise these terms and conditions in the best interest of LIC in subsequent RFPs floated and/or AMC agreements.

#### 6.5 SLAs for Backups from Database Servers to Backup Appliance (Disk to Disk) and Disk to tapes

Backup speed is 12 TB per hour ( for uncompressed backups ) is to be achieved.

**Table-3**

Database Size Range (TB)	Expected Backup Time (Minutes)	Penalty (for every 15-minute delay)
1 to 5 TB	5 to 25 minutes	1% of Quarterly service charge for every 15-minute delay
Above 5 to 10 TB	25 to 50 minutes	1% of Quarterly service charge for every 15-minute delay
Above 10 to 15 TB	50 to 75 minutes	1% of Quarterly service charge for every 15-minute delay
Above 15 to 20 TB	75 to 100 minutes	1% of Quarterly service charge for every 15-minute delay
Above 20 to 25 TB	100 to 125 minutes	1% of Quarterly service charge for every 15-minute delay
Above 25 to 30 TB	125 to 150 minutes	1% of Quarterly service charge for every 15-minute delay
Above 30 to 35 TB	150 to 175 minutes	1% of Quarterly service charge for every 15-minute delay

Above 35 to 40 TB	175 to 200 minutes	1% of Quarterly service charge for every 15-minute delay
Above 40 to 45 TB	200 to 225 minutes	1% of Quarterly service charge for every 15-minute delay
Above 45 to 50 TB	225 to 250 minutes	1% of Quarterly service charge for every 15-minute delay
Above 50 to 55 TB	250 to 275 minutes	1% of Quarterly service charge for every 15-minute delay
Above 55 to 60 TB	275 to 300 minutes	1% of Quarterly service charge for every 15-minute delay
Above 60 to 65 TB	300 to 325 minutes	1% of Quarterly service charge for every 15-minute delay
Above 65 to 70 TB	325 to 350 minutes	1% of Quarterly service charge for every 15-minute delay
Above 70 to 75 TB	350 to 375 minutes	1% of Quarterly service charge for every 15-minute delay

- Backup speed of 12 TB per hour (for uncompressed backups) is to be achieved.
- Penalty applies if actual backup duration exceeds the expected backup time provided in Table-3.
- Penalty is calculated at 1% of the Quarterly service charge for every 15-minute delay beyond the expected time limit.
- System Integrator shall further optimize backup operations configuring compression and deduplication at storage level/Tape library level or Backup software level.

#### 6.6 SLAs for Backup failures – (Backups from Database to Appliance – Disk to Disk)

**Backup Failures** are defined as any failure in the process that results in an invalid and incomplete backup or backup that could not be restored.

Backup Type	Backup Success Rate	Penalty
Backups thru Backup software	100% Successful Backup Rate	No penalty
Backups thru Backup software	98% - 99.99% Successful Backup Rate	1% of Quarterly service charge
Backups thru Backup software	95% - 97.99% Successful Backup Rate	2% of Quarterly service charge
Backups thru Backup software	90% - 94.99% Successful Backup Rate	3% of Quarterly service charge
Backups thru Backup software	< 90% Successful Backup Rate	5% of Quarterly service charge

#### 6.7 Backup Monitoring and Reporting

- Backup completion and success rate will be monitored and reported on a Quarterly basis.
- **Penalty Trigger:** The penalty will be applied at the end of each calendar month based on reported performance.

#### 6.8 Additional Terms

- **Force Majeure:** In case of network outages, hardware failure, or other critical issues beyond control, penalties may be waived after investigation.
- **Recovery:** If the backup is not completed in the required timeframe, the vendor must immediately initiate a troubleshooting process and provide a resolution within 24 hours.
- **Documentation:** Monthly reports detailing backup completion times, success rates, and failure logs must be provided.

### 7. Project schedule

The Bidder shall be responsible for delivery and installation of the ordered item(s) at both the sites and for making them fully operational at no extra charge within 6-10 weeks of the date of purchase order. The bidder shall take appropriate insurance to cover the ordered item(s) for the transit period and till the time of its acceptance by LIC at the respective site is to be taken by the Bidder.

At the discretion of LIC , there will be an acceptance test conducted by the Bidder in presence of the LIC official(s) and/or its nominated consultant(s) after installation of complete item(s).

In case of serious discrepancy in the offered equipments supplied, LIC may cancel the entire purchase order and return the item(s) back to the Bidder at Bidder's costs and risks.

The Bidder shall give acceptance of the order within two days from the date of order. LIC has right to cancel the order, if the same is not accepted within the stipulated period from the date of order. LIC will arrange electrical points and LAN cabling required, if any, at the locations. As it is a time bound project no delay in the below schedule will be accepted by LIC .

S.No	Purchase Order for	Delivery Schedule (From date of acceptance of Order)
1	Delivery of hardware, software, licenses etc.	4 to 6 weeks
2	Project Completion period at DC, Mumbai. installation, commissioning, integration, testing of backup solution	6 to 10 weeks
3	Project Completion period at DR Site, Bangalore Colo i.e. installation, commissioning, integration, testing of backup and sync solution.	6 to 14 weeks

#### 8. Liquidated damages

If Service Provider fails to deliver product and/or perform any or all the Services within the stipulated time, schedule as specified in this Agreement, LIC may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 12 % of total Project Cost for delay of each week or part thereof maximum up to 100 % of total Project Cost. Once the maximum deduction is reached, LIC may consider termination of the Agreement.

**EXECUTIVE DIRECTOR (IT/DT)**

**Section-E: Annexures**

**Annexure-I: Covering letter**

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

Sir,

**Re: RFP for procurement of Backup solution for ODS project of LIC of India**

**RFP Ref: LIC/CO/IT-DT/ODS/Backup solution/2025/01 dated: 21.03.2025**

Having examined the RFP document, terms and conditions including all Annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Backup solution for ODS project of LIC of India** in conformity with the said RFP documents in accordance with schedule of prices attached in the commercial bid and made part of this tender. We hereby agree and accept all the clauses/terms and conditions mentioned in the RFP document dated \_\_\_\_\_ and also subsequent modifications / clarifications / corrigenda. We understand that,

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2025

Thanking you,

Yours faithfully

Authorized Signatory

**Annexure-II: Company profile and other information****Re: RFP for procurement of Backup solution for ODS project of LIC of India****RFP Ref: LIC/CO/IT-DT/ODS/Backup solution/2025/01 dated: 21.03.2025****Company Profile**

<b>1</b>	<b>Name of the Company</b>	
<b>2</b>	<b>Whether OEM, System Integrator or Authorized Channel Partner of OEM with Gold/Tier-1 or Silver/Tier2 partnership with the proposed product OEM (Partnership level to be stated)</b>	
<b>3</b>	<b>Company Registered as [Public Limited/Private Limited]</b>	
<b>4</b>	<b>Date of Incorporation</b>	
<b>5</b>	<b>Address of Corporate/ Registered Office</b>	
	Line 1	
	Line 2	
	Name Of City	
	State	
	Postal Code	
	Email id	
	Phone no. / FAX no.	
<b>6</b>	<b>GST Registration No. and Date of registration</b>	
<b>7</b>	<b>Names of the States for which the bidder has GST Registration No. (including all Billing offices (Attach registration Certificates)</b>	
<b>8</b>	<b>PAN No. ( Attach certified copy of PAN)</b>	
<b>9</b>	<b>Turnover of the Company:</b>	
	<b>Financial Year : (INR in Crores)</b>	
	2021-2022	
	2022-2023	
	2023-2024	
<b>10</b>	<b>Profit of the Company after Tax</b>	
	<b>Financial Year: (INR in Crores)</b>	
	2021-2022	
	2022-2023	

	2023-2024	
<b>11</b>	<b>Bidder's Address for communication:</b>	
	Line 1	
	Line 2	
	Name Of City	
	State	
	Postal Code	
	Email id	
	Phone no./ FAX no.	
<b>12</b>	<b>Bank Details</b>	
	Name of Bank	
	Branch	
	MICR Code	
	Type of A/C	
	Account No.	
	IFSC Code	
<b>13</b>	<b>Bidder`s Official Web Site (URL)</b>	
<b>14</b>	<b>Any other relevant information not covered in the above points:</b>	
<b>15</b>	<b>We M/S _____, hereby confirm and declare that all the information provided above are true and that we have not been debarred / banned by Govt./LIC/Leading Pvt. Sector, as on date of submission of the bid.</b>	

**Enclosures:**

- a. GST Registration, PAN, Certificate of Incorporation, Profit & Loss Statement, Audited Balance sheet attested by the authorities mentioned in the Tender.
- b. Power of Attorney or the copy of the Board Resolution appointing the Authorized Signatory
- c. Cancelled cheque-leaf of the mentioned Bank Account.
- d. Proof of being Authorized Service partner/Gold/Tier-1/Silver/Tier-2 partner of respective OEMs
- e. Attested Copies of Audited financial statements

Signature of the Authorized Signatory Name:

Designation:

Name & Address of the company:

Place:

Seal of the Company

Date:



**Annexure-III: Declaration regarding non-Blacklisting**

**Re: RFP for procurement of Backup solution for ODS project of LIC of India**

**RFP Ref: LIC/CO/IT-DT/ODS/Backup solution/2025/01 dated: 21.03.2025**

To,

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

This has reference to the LIC's **RFP Ref: LIC/CO/IT-DT/ODS/Backup solution/2025/01 dated: 21.03.2025** regarding the procurement of **Backup solution for ODS project of LIC of India**

We \_\_\_\_\_ (name and address of the bidder) hereby confirm that we have not been black-listed/de-barred by any Govt./ PSU/ BFSI organization/ Government Departments in India, including LIC, as on date of submission of the bid.

Also, there has been no occasion of disassociation with any of our customers in India on account of delayed/defaulted deliveries or services during last three years.

Sd/-

Authorized Signatory

Name:

Designation:

Date: \_\_\_\_\_/ 2025

Place:

Company Seal

**Annexure-IV: Manufacturer's authorization letter (i.e. MAF) from respective OEMs\*\***

\*MAF has to be obtained from all relevant OEMs for their components involved in the Backup solution\*

**Subject: RFP for procurement of Backup solution for ODS project of LIC of India as per RFP Ref. No.LIC/CO/IT-DT/ODS/Backup solution/2025/01 dated: 21.03.2025**

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

Dear Sir,

We \_\_\_\_\_ (OEM) who are established and reputed manufacturers of \_\_\_\_\_ (Equipment) having factories/Depot at \_\_\_\_\_ and \_\_\_\_\_ confirms that, M/s \_\_\_\_\_ (Name and address of bidder) herein after referred as "Partner" wishes to participate in the Bid or Project stated above and has entered into an agreement for the purchase and resale of \_\_\_\_\_ (OEM) Products and/or Services. The Partner is entitled and authorized to do the following:

- a) Resell and/or distribute \_\_\_\_\_ (OEM) products and/or services in India to end users within that Territory.
- b) Bid, negotiate and conclude a contract with LIC of India for the above products/services manufactured or supplied by \_\_\_\_\_(OEM).

\_\_\_\_\_ (OEM) will, within the scope of its agreement with its Authorized channels, provide product warranty services and support for \_\_\_\_\_ (OEM) products obtained through its Authorized channels for a period mentioned in the RFP referred above, from the date of installation at LIC of India.

\_\_\_\_\_ (OEM) certify that, the equipments being sold would not be declared End of Support (EoS) in the next 6Years and that \_\_\_\_\_ (OEM) shall supply suitable substitute in case EoS of equipments. Also \_\_\_\_\_ (OEM) certifies that the products being sold would be covered under Warranty / Support and support will be available for next six years (five years initially and one year if extension is provided) from the date of installation at LIC of India.

The products being sold under this RFP will be provided back-to-back/direct support with the OEM for five years. It would be the highest level of support provided by the OEM and would be able to meet the SLA parameters.

If you need any additional information, please contact Mr./Ms. \_\_\_\_\_ at \_\_\_\_\_ (Mobile no.) or \_\_\_\_\_ (e-mail ID).

Yours faithfully,

Name of person

For and on behalf of M/s \_\_\_\_\_

Designation

Contact Details

Date:

Place: (Name of Original Equipment Manufacturer - OEM) (Seal of the OEM)

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

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

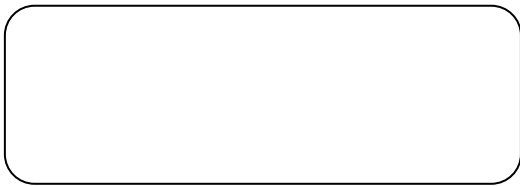
To,  
The Executive Director (IT/DT),  
Life Insurance Corporation of India,  
Central Office, Information Technology – IT/DT  
Department, 2nd Floor, South Wing, Jeevan Seva  
Annexe, Santacruz (W), S.V. Road, Mumbai – 400054.

Date:

Sir,  
Sub: Authorization to sign on behalf of the Company for LIC RFP for Procurement of Backup solution for ODS project of LIC of India [RFP Ref: **LIC/CO/IT-DT/ODS/Backup solution/2025/01 dated: 21.03.2025**

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

The signature of Mr. / Mrs./ Ms. \_\_\_\_\_ is as below.



(Sample Signatures of the Authorized Signatory)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

Yours faithfully,

Signature(s):

Name(s):

Designation:

Name & Address of the company:

Seal of the Company

Contd.....

**Enclosure:**

**Attested Copy of the Board resolution Authorizing Director/Managing Director to authorize a personnel as Authorized signatory on behalf of the company for signing bid documents**

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

Date:

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

Sir,

Sub: Authorization to sign on behalf of the Company for the RFP for Procurement of Backup solution for ODS project of LIC of India [RFP Ref: LIC/CO/IT-DT/ODS/Backup solution/2025/01 dated: 21.03.2025

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

The signature of Mr. / Mrs. / Ms. \_\_\_\_\_ is as below.



(Sample Signatures of the Authorized Signatory)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

Yours faithfully,

Signature(s):

Name(s):

Designation:

Name & Address of the company:

Enclosures:

**Annexure-VI: Commercial Bid (indicative prices) Format**

**Re: RFP for procurement of Backup solution for ODS project of LIC of India**

**RFP Ref: LIC/CO/IT-DT/ODS/Backup solution/2025/01 dated: 21.03.2025**

Sr. No	Component (Quantity)	OEM	Unit Rate (A)	No. of Units (B)	Year 1 AMC/ ATS (C)	Year 2 AMC/ ATS (D)	Year 3 AMC/ ATS (E)	Year 4 AMC/ ATS (F)	Year 5 AMC/ ATS (G)	Grand Total H= (A*B) +C+D+E+F+G	NPV Cost – (A*B) + (C) + (D * 0.9090)+ (E * 0.8263) + (F * 0.7511) + (G * 0.6827)
1	Backup Appliances			2		x	x	x	x		
2	Media Servers loaded with OS			2							
3	Backup Software			2							
4	Tape Library			2							
5	Tapes -20 for each site + 2 cleaning tapes for each site )			40 +4							
6	Any Other Hardware Items										
7	Any other software components										
	<b>Total</b>										

**Grand Total Cost - Figures will be used for Comparison as per RFP point No \_\_\_\_\_: INSTRUCTIONS TO BIDDERS i.e. Price Variation Factor and H1 Elimination clause.**

Note: Bidders are requested to note the following:

1. Bidders may include additional hardware or software components as needed to ensure a complete and comprehensive backup solution. These additions should be listed under rows 5 and 6.
2. Every cost quoted should be exclusive of GST.
3. LIC would reimburse GST to the vendor at the actual rate.
4. Online Reverse Auction will be on the basis of **NPV**.
5. All the payments will be made by LIC, Central Office Mumbai electronically through RTGS / NEFT by crediting the same in vendor's bank a/c as per details furnished in the Company Profile i.e. **Annexure II**.
6. TDS will be deducted as per rules applicable.
7. Change in Tax structure at the time of actual invoicing: While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of the quotation/rates shall be borne by LIC, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to LIC in its favour.

**Annexure-VII: Minimum 5 reference customers in India where similar Backup solution has been supplied**

**Re: RFP for procurement of Backup solution for ODS project of LIC of India**

**RFP Ref: LIC/CO/IT-DT/ODS/Backup solution/2025/01 dated: 21.03.2025**

Sl. No.	Financial year	Name of the customer where <b>Backup solution</b> has been supplied.	Project details	Name, designation and contact details of official representing the customer for the purpose of reference
1				
2				
3				
4				
5				

I certify that the above-mentioned information is true and correct.

Authorized Signatory

Name:

Designation:

Date:

Place:

Mobile No.:

E-mail ID:

FAX No.

Official Seal of the company

Note:

Supporting documents to be enclosed:

Copies of Purchase orders:

**Annexure VIII: Format for Performance Bank Guarantee (PBG)**

(PBG To be executed and submitted by selected bidder)

**Re: RFP for procurement of Backup solution for ODS project of LIC of India**

**RFP Ref: LIC/CO/IT-DT/ODS/Backup solution/2025/01 dated: 21.03.2025**

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

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

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

This Bank Guarantee will be valid for a period up to \_\_\_\_\_ (for a period of 70 months from the date of submission including 4 months claim period)

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2025

**Sealed & Signed by the Bank**



**Annexure-IX- Non-Disclosure Agreement  
(NDA - To be executed by the Successful Bidder only)**

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

**Re: RFP for procurement of Backup solution for ODS project of LIC of India  
RFP Ref: LIC/CO/IT-DT/ODS/Backup solution/2025/01 dated: 21.03.2025**

This Non-disclosure Agreement (“NDA”) is made and entered into this \_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.  
BY AND BETWEEN Life Insurance Corporation of India, with registered office at Central Office, ‘Yogakshema’, J B Marg, Mumbai 400 021, hereinafter referred to as “LIC” AND<Company Name> a company incorporated under the laws of Indian Companies Act, 1956 and having its principal place of business at < Company Name &Address> shall be referred to herein as a “Respondent”.

LIC and the Respondent shall individually be referred to as “Party” and collectively referred to as “Parties”.  
WHEREAS, the Respondent is aware that while responding to LIC’s Request For Proposal **RFP Ref: LIC/CO/IT-DT/ODS/Backup solution/2025/01 dated: 21.03.2025** the Respondent may be gathering information on LIC’s Business/ Operations, certain proprietary information such as Technically and commercially detailed information regarding the respective products & service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., (“Proprietary Information”) indicated as confidential by LIC and made available to the Respondent while responding to the RFP, is privileged and strictly confidential to and / or proprietary of LIC.

WHEREAS, Respondent agrees to receive the Proprietary Information or other information from LIC and treat all such information as confidential information and to safeguard LIC’s confidential information, property, information systems, network, databases and other data.  
NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Respondent agrees that:

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

The Confidential Information means information which may be in any form including but not limited to oral, written or printed information or Information in electronic form, data, studies, consultants reports, trade secrets, proformas and other financial and trade/commercial information, computer models and programs, contracts, plant designs and configurations, plant performance data or other material of any kind or nature in whatever form. Wherever, information is given orally, within 48 hours, the receiving party should receive the information in writing along with the confidentiality statement from the other party.

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

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

That discussions, investigations or negotiations are taking place concerning a possible transaction between the Parties, or the terms, conditions, status or other facts regarding a possible transaction between the Parties, or that Respondent has received Confidential Information from LIC. Notwithstanding the above, Respondent may

disclose the Confidential Information, and portions thereof to its directors, officers, employees and representatives of its advisors (collectively, "Representatives") who need to know such Confidential Information for the purpose of evaluating a possible transaction between the Parties. It is understood that the Respondent will inform their respective Representatives of the confidential nature of the Confidential Information and will require its Representatives to be bound by this Agreement and not to disclose the Confidential Information to any other person.

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

The Respondent agrees to be responsible for any breach of this Agreement by its Representatives. Respondent agrees to protect the Confidential Information received from LIC with the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Respondent agrees to promptly inform LIC of any unauthorized disclosure of LIC's Confidential Information.

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

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

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

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

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

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

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:

Date:

**Annexure –X: Pre contract Integrity pact**

**(To be printed on stamp paper of Rs.500/-)**

**Re: RFP for procurement of Backup solution for ODS project of LIC of India**

**RFP Ref: LIC/CO/IT-DT/ODS/Backup solution/2025/01 dated: 21.03.2025**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of .....2025. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as “LIC”) a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at “Yogakshema” Jeevan Bima Marg Mumbai 400021. (here in after called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/s .....represented by Shri..... .(Hereinafter called the “BIDDER /SELLER/SERVICE PROVIDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

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

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

NOW, THEREFORE,

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

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

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

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

**1.Commitments of the BUYER**

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

advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

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

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

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

### **Commitments of BIDDERS**

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

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

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

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

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

**3.5** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or

any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

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

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

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

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

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

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

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

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

#### **4. Previous Transgression**

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



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

**5. Sanctions for Violations:**

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

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

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

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

**6. Independent Monitors:**

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

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

A. Shri Jose T. Mathew, IFS(Retd.), House No. 37/930, Ebrahim pillai Lane, Via Kakkanad, Thrikkakara – 682021, Dt. Ernakulam, Kerala, E-mail: [itmat507@gmail.com](mailto:itmat507@gmail.com)

B. Shri Arun Chandra Verma, IPS (Retd), Flat No. C-1204, C Tower, Amrapalli Platinum Complex, Sector-119, Noida(U.P.), E-mail: [acverma1@gmail.com](mailto:acverma1@gmail.com)

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

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

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

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

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

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

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

6.8 The Monitor will submit a written report to the MD & CEO, 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 MD & CEO, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO, 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  
Executive Director (IT-DT)  
LIC of India

BIDDER  
CEO:

Witness  
1.....  
2.....

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

**Annexure –XI: Land Border Declaration**

**Re: RFP for procurement of Backup solution for ODS project of LIC of India**

**RFP Ref: LIC/CO/IT-DT/ODS/Backup solution/2025/01 dated: 21.03.2025**

**The Executive Director (IT-DT),  
Life Insurance Corporation of India,  
IT-DT Department, Central Office "Jeevan Seva Annexe", 2<sup>nd</sup> Floor  
S.V.Road, Santacruz West, Mumbai – 400054.**

Dear Sir,

**Re: RFP for procurement of Backup solution for ODS project of LIC of India**

**RFP Ref: LIC/CO/IT-DT/ODS/Backup solution/2025/01 dated: 21.03.2025**

I have read Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions for procurement from a bidder from a country which shares a land border with India.

I certify that (bidder/OEM) is not from such a country or, if from such a country, has been registered with the Competent Authority.

I hereby certify that (bidder/OEM) fulfills all requirements in this regard and is eligible to be considered for this RFP.

Dated at this day of 2025

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

(This letter should be on the letterhead of the of the company by the Bidder and OEM duly signed by an authorized signatory)

**Annexure – XII: Technical Requirements for RFP for procurement of Backup solution for ODS project of LIC of India**

**RFP Ref: LIC/CO/IT-DT/ODS/Backup solution/2025/01 dated: 21.03.2025**

**1. Backup Appliance/Storage technical specifications**

**a) General Features:**

<b>S. No.</b>	<b>Technical Specification</b>	<b>Whether complied (Y/N)</b>
1	The proposed Storage Appliances for each site should be capable of being directly mounted (at each sites ) as a partition on Exadata server by directly connecting Storage Appliance to Exadata Primary Database servers (Exadata X7-2servers ) and Standby Database Servers(Exadata X9M-2 HC servers) through point-to-point fiber-channel network connection without connecting thru current Dell unified switch <b>(Please see proposed network connection diagram under schedule-3)</b>	
2	It should be possible for other Databases on Exadata server X5-2 server VMs at primary site ( like UAT Database servers and SMS database) and other independent databases like catalog databases at both sites, to be backed up through RMAN interfaced with proposed Backup software to Backup/storage appliance <b>(Please see proposed network connection diagram under schedule-3)</b>	
3	Proposed backup appliance/storage should have redundant components/HA mechanism in place to avoid single point of failure .	
4	Proposed backup appliance/storage should have scalability with respect capacity expansion and proportional cache in future.	
5	It should be possible to configure and schedule backups of backup sets from Backup Appliance to LTO tapes	
6	It should be possible to configure and schedule flat file backups from Staging servers to Backup Appliance to LTO tapes as well as directly from Staging servers to LTO tapes	
7	The storage system should be based on industry standard components.	
8	The storage system must have an easy-to-use web-based graphical interface (GUI), command line interface (CLI) as well as Restful cloud API to simplify administration.	
9	The storage system should provide hybrid storage architecture - combining Read and/or Write Flash Accelerators (SSDs) with SAS-3 HDD.	
10	The storage system should provide auto-tiering to optimize workloads effectively and cost-efficiently.	
11	The storage system must be able to provide optimized storage caching hierarchy with hybrid storage pools containing DRAM, SSD and SAS-3 hard disk drives.	
12	The storage system should transparently execute writes to a pool of low latency SSD media so that writes can be quickly acknowledged and automatically flush the data to SAS-3 drives as a background task.	
13	The underlying disk storage manager should automatically recognize different I/O patterns and place data in the best storage media for optimal performance.	
14	The storage system can fully utilize the entire DRAM for IO activity by using technologies Adaptive I/O Staging.	
15	The storage system should have a hybrid storage capacity scaling capabilities to add SSD or combination of SSD and HDDs with 24 disk drive enclosures.	
16	The storage system should be available as both an on-premises appliance and a cloud image that can be installed on a compute instance to provide storage	

	in cloud environment with up to 1PB of Automated capacity.	
17	The storage system should be able to provide read and write cache for I/O enhancement with the help of built in software, without any additional costs.	
18	The proposed Storage system should be certified by Oracle to work with Oracle Exadata systems	

**b) Reliability, Availability and Serviceability**

S. No.	Technical Specification	Whether complied (Y/N)
1	The storage system must provide predictive self-healing and diagnosis of all system FRUs: CPUs, DRAM, I/O cards, disks, fans and power supplies.	
2	The storage system should also support a two-node active-active cluster configuration, with no single point of failure.	
3	The storage systems clustering feature should have the ability to synchronize administrative configuration and also the ability to fail over storage and network resources.	
4	The storage system should support simple software upgrade maintaining older copies of the operating system and can revert to them should newer versions present a problem.	
5	The storage system must help administrators to quickly diagnose and resolve performance issues in production systems, using revolutionary business analytics functionality that delivers real-time Visibility throughout the data path.	
6	The storage system should support Link Aggregation Control Protocol (LACP), to bundle multiple network devices to behave as one.	
7	The storage system must make provisioning and management, that is dramatically simplified for system installation, configuration and tuning.	
8	The storage system should possess self-healing capabilities to automatically and silently detect and diagnose underlying system problems and automatically respond by taking faulty components offline.	
9	The storage system must not have battery to reduce maintenance task and increase system reliability.	
10	The system should be able to upgrade important components firmware to maintain high reliability.	

**c) Scalability and Connectivity**

S. No.	Technical Specification	Whether complied (Y/N)
1	The storage system must be highly scalable to support rapid growth in storage capacity.	
2	The storage system must support scalability in multiple dimensions with ability to scale I/O throughput with multiple network type support, read and write optimization and total storage capacity to meet Application needs.	
3	The storage system should provide at least 24 CPU cores and 1 TB DRAM per controller	
4	The storage system should be able to support scaling by adding enclosures or disk trays.	
5	The storage system must support 22TB SAS-3 7.2K RPM hard disk drive.	
6	The storage system should support 7.68TB SSD.	
7	The storage system should be mountable on existing Exadata X7-2 <b>rack</b> at Primary site and Exadata X9M-2-HC <b>rack</b> at DR site.	
8	The storage system should support at least 20 10Gb/25Gb/40Gb/100Gb Ethernet	

	(twinax/optical) ports	
9	The storage system should be able to seamlessly connect to Exadata X5 and X7 with 10Gb/40Gb Ethernet (twinax/optical) ports.	
10	The storage system should be able to seamlessly connect to Exadata X9 with 25Gb/100Gb Ethernet (twinax/optical) ports.	
11	The storage system must have redundant HBA cards for tape backup (each 16Gb/32Gb dual-port FC HBA).	

**d) Software Features and Backup Services requirements**

S. No.	Technical Specification	Whether complied(Y/N)
1	The storage system should be able to backup Transparent Data Encrypted enabled database's backup of Oracle Databases using Oracle RMAN backup.	
2	The storage system should be able to fully restore backup without any corruption or inconvenience.	
3	The storage system should be able send TDE enabled and Hybrid Columnar compressed database backups to tape library.	
4	All required backup software's required for backup to storage system and sending it to tape library to be included. Tape library with at least 9 disk drives to be considered.	
5	All basic software features, for example file / block protocols and data services such as thin provisioning, de-duplication, compression, snapshot should be included free of charge.	
6	The storage system should support metadata device or DDT SSD to store the data de-duplication table for maximum de-duplication performance.	
7	The storage system must support Hybrid Columnar Compression technology which enables end-to-end data reduction for Oracle Database.	
8	The storage system must support data reduction technology with minimal performance impact at storage level such as data compression and inline data de-duplication.	
9	The storage system must support Oracle Intelligent Storage Protocol which enables better integration to Oracle DB (automatic tuning).	
10	Must provide seamless multi-protocol integration and secure data sharing between Microsoft Windows and UNIX/LINUX clients.	
11	The storage system must support file level protocols, like NFSv2, NFSv3, NFSv4, NFSv4.1, DNFS(Direct NFS), SMB1/2/2.1/3, HTTP, WebDAV, FTP, SFTP, FTPS.	
12	The storage system must support Object protocol, Open Stack Swift-compatible object ingest over HTTP or HTTPS.	
13	The storage system must support block level protocol like iSCSI, FC, iSER, SRP.	
14	The storage system must support directory services like NIS, AD and LDAP.	
15	The storage system must support network services NTP, DHCP and SMTP.	
16	The storage system support replication on-disk compressed data as is over the wire, node compression/recompression when doing replication.	
17	The storage system must have QOS feature such as File System & LUN I/O throttling.	
18	The storage system should support mix of resource pool such as flash pool, disk pool.	
19	The storage system should support direct communication between storage system and Oracle database by reducing latency and improves I/O performance for Oracle workload.	
20	The storage system should support 10x to 50x compression of static Oracle	

	Database data, resulting in a 3x to 5x reduction in storage footprint for data warehousing and long-term storage of information in Oracle Database databases.	
21	The storage should support object API for Oracle Cloud Infrastructure Object Storage that enables to use the same applications on both on-premises on the storage and in the cloud on Oracle Cloud Infrastructure Object Storage.	
22	The storage should support data retention policy on Oracle Cloud Infrastructure object, snapshot, and share/file retention policies for legal hold, data governance, or regulatory compliance.	

**e) Monitoring, Notification and Management**

S. No.	Technical Specification	Whether complied (Y/N)
1	The storage system must provide real-time analysis and monitoring functionality, at almost no performance impact to the running production applications.	
2	The storage system must provide monitoring storage analytics and dashboard monitoring for key system performance metrics	
3	The storage system must support dynamic change configuration (no downtime). For example, segment/block size change, enable/disable SSD resource, enable/disable compression & de-duplication.	
4	The storage system should provide automated serviceability using Call Home feature.	
5	The storage system should support front-accessible and hot-swappable disk drives.	
6	The storage system should support discovery, management and configuration using the iSNS protocol.	
7	The storage system must support remote management via HTTPS, SSH, SNMP v1/v2c/v3, IPMI, S3, RESTful API, Open Stack Cinder.	
8	The storage system should support Role-Based Access Control (RBAC) and end-to-end integrity measures to enforce granular control over access privileges.	
9	The storage system must provide or support a single management console to manage both cloud and on-prem environments that allows administrators to manage their Storage resources in the cloud along with their on-premises resources, providing a unified management platform for distributed cloud environments.	

**f) Data Protection Features**

S. No.	Technical Specification	Whether complied (Y/N)
1	The storage system must provide data security through checksum data and metadata.	
2	The storage system must support RAID0 (Striping), RAID1 (2 and 3 ways mirroring), Single parity RAID, Double parity RAID and Triple parity RAID.	
3	The storage system must support mix RAID level/pools in the same system.	
4	The storage system should support multi-pathing - IP multi-pathing (IPMP) and I/O multi-pathing to Disk arrays.	
5	The storage system should support all the types of replication of data for	



	disaster recovery,1-to-1, 1 to many, many to 1 and bi-directional.	
6	The storage system should support duplicated replication, to only send unique data blocks over in order to reduce the data sent over the wire.	
7	The storage system should support resumable replication. In case of network or other failure, replication should resume at the point it left off, when failure happened.	
8	The storage system should support independent retention policies for auto-generated snapshots on Source and target.	
9	The storage system should support ability to control the replication bandwidth.	
10	The storage system should support ability to encrypt the replication data.	
11	The storage system must support to track and monitor individual-file level activities, ensuring compliance with data security and privacy regulations.	
12	The storage system must support provide a point-in-time view of the file system. These snapshots cannot be modified.	
13	The storage system must support and enables seamless integration between the on-premises storage and cloud object storage. It allows users to interact with and manage objects stored in cloud object storage directly from the on-premises storage environment, facilitating data movement and synchronization between on-premises and cloud storage.	

**g) Other Features**

S. No.	Technical Specification	Whether complied (Y/N)
1	The storage system should support virus scanning and quarantine capabilities. At least should support popular anti-virus software like Symantec, McAfee, CA etc.	
2	The storage system should support backup software integration, like Veritas Net Backup,Commvault.	
3	Storage Capacity 340 TB Usable RAID(1/0) Or Mirror	

**2. Backup software specifications**

Generic Mandatory Specifications	Compliance (Yes/No)
<b>1.Analyst Rating</b>	
The Backup software proposed should be in Gartner’s leader quadrant of Magic Quadrant report of any last 5 years for Data protection/Backup software.	
<b>2. Backup and Recovery for Oracle Database and Flat Files:</b>	
Backup software should support disk to disk and disk to tape backups at the same time	
Proposed appliance should have the ability to perform different backups, restore simultaneously	
The backup software must support Oracle RMAN for all Oracle database backups.(disk to appliance). Backup Software should be interfaced with oracle RMAN to take backups of UAT, PRSMS, Catalog database, OEM database at each sites	
The backup software should be capable of performing the backup of backup sets from Disk/Appliance to LTO tapes backups.	

The backup software should allow seamless integration with RMAN scripts. Proposed backup software should support seamless interfacing with Oracle RMAN utility backup features for RMAN Backups and backup restoration	
The backup software must support backup for flat files from staging servers at both locations.	
<b>3. Primary and Standby Database Architecture:</b>	
The backup software must support Oracle Data Guard replication for primary and standby databases.	
Backup should be executed through direct Optical Fiber connections between Exadata servers and storage appliances (disk-to-disk).	
<b>4. Backup Server and Storage Architecture:</b>	
Backup software must support backup from staging servers (disk-to-disk) and server-to-tape backup.	
The backup software should be able to move backup data from backup appliance to tape storage devices.	
<b>5. Retention Policies and Backup Management:</b>	
RMAN retention policies should take precedence over backup software policies.	
The backup software should support configuration for RMAN retention policies (e.g., recovery window, redundancy) to override the retention policies of backup software	
RMAN maintenance commands such as cross-check and delete obsolete must work seamlessly with the backup software.	
Maintenance tasks like cross-check and delete obsolete should be scheduled and configured within the backup software.	
<b>6. System Compatibility and Resource Efficiency:</b>	
The backup software must be compatible with Oracle Exadata (X5-2, X7-2, X9M-2). Proposed Backup software shall be compatible and certified to work on Exadata X5-2, X9-2 and X9M-2 systems. The software should be certified by respective Backup software OEMs to work on Oracle Exadata systems	
The backup software must not introduce performance issues (e.g., excessive CPU or memory usage) on Exadata systems.	
The backup software must be compatible with Oracle Enterprise Linux 8 and above	
The backup software must support Oracle Exadata RAC configurations and ensure RMAN backups are distributed across RAC nodes.	
The Backup software /agents/plugins should be compatible with latest version of Operating system Oracle Enterprise Linux.	
The Backup software /agents/plugins should be compatible with Oracle database version 19C and above.	

<b>7. Performance and Efficiency:</b>	
A backup speed of 12 TB / hour should be achieved . ( Please refer to Section B, Clause 6 – SLA requirements on Backup performance requirements	
The Media Management Layer (MML) of the backup software should be optimized to minimize CPU and memory usage, avoiding database waits/MML waits.	
Proposed backup software should be able to de-duplicate data across backup and backup data sets to reduce storage footprint (using software based de-duplication)	
The backup software must provide efficient deduplication and compression to optimize storage and minimize backup window.	
<b>8. Data Encryption and Security:</b>	
The backup software must support Transparent Data Encryption (TDE) for Oracle databases.	
The backup software must support Hybrid Columnar Compression (HCC) technology for Exadata, ensuring high deduplication and compression ratios.	
The backup software should support <b>role-based access control (RBAC)</b> with audit logging to track all administrative activities.	
The solution must support <b>integration with multi-factor authentication (MFA)</b> for administrator access.	
The backup software should support <b>secure API integrations</b> with existing security monitoring solutions (SIEM, SOC).	
<b>9. Backup to Virtual Tape Library (VTL):</b>	
The backup software must support Virtual Tape Libraries (VTL) for both disk-to-disk backups and restorations.	
Proposed Backup software shall support Virtual Tape Library for backups to disk as well as for restorations.	
<b>10. Vendor Support and Compliance:</b>	
The backup software vendor must have a back-to-back agreement with Oracle for configuring direct point-to-point connections from Exadata servers to the backup appliance.	
<b>11. Ease of Use and Management:</b>	
The backup software must provide a centralized management interface to schedule, monitor, and report on backup activities.	

The software should allow scheduling of backups using RMAN scripts and provide detailed reports on backup success/failure.	
<b>12. Scalability and Future Proofing:</b>	
The backup software should be scalable to accommodate future data growth and additional Exadata hardware.	
The solution should be flexible enough to accommodate future versions of Exadata hardware and features.	
<b>13. Backup Software- Other Specifications</b>	
24x7 OEM support should be included. This should include upgrades, updates, patches, bug-fixes etc.	
The proposed Backup Software solution must support optimized secondary copy creation to a remote site via DASH copy, where only unique data blocks is sent over the network	
The proposed Integrated solution (Backup Software and De-Dupe Appliance) must be provided by a single OEM to ensure ownership of design and support. It must be with the single OEM support and must be implemented by Single OEM.	
The bidder must include all the necessary hardware including servers, backup software, De-Dupe Storage etc as a part of the proposed solution. The Hardware must be sized to be able to handle the backup/restore operations mentioned in the RFP.	
Must be provided with perpetual licenses for unlimited number of hosts and must be configured with 75 TB of Front End capacity based license with 5 years AMC support.	
Proposed backup software must have backup server compatible to run on both Windows and Linux OS platforms. It should offer a single Console to manage entire backup operations across the platforms from single window across sites (DC and DR)	
Must have Agent/Modules for online backup of applications and databases such as Oracle Exadata DB. It should support online backup of databases such MSSQL, Exchange, DB2, Informix, Sybase, SharePoint, and SAP, SAP HANA etc.	
Proposed Backup Software should use the Auto discover applications option to automatically find Oracle databases in the environment and install software to back up the Oracle database.	
The Proposed Backup Software should protect Oracle Data Guard instances. Role-based backups are executed on the primary and standby sites for data and log files.	
The Proposed backup software should protect databases that have Hybrid Columnar Compression (HCC) enabled.	

The proposed backup software should backup and restore Oracle databases that uses Transparent Data Encryption (TDE) or Tablespace Encryption (TSE)	
The proposed backup software should support data-masking strategies for Oracle database table columns to hide sensitive data in a non-production environment, such as a test or development system.	
The backup solution must support online LAN free (SAN based) backup of all physical servers and databases through appropriate agents. The backup data must flow directly from client to backup appliance for both LAN & SAN connected clients	
Proposed Backup Software must support Data based Backup and restore including the parameters which are supported on the RMAN command line to back up or restore files such as control files, parameter files (SP files), and individual data files.	
The Proposed backup software must support backup and restore operations in an Oracle Data Guard environment, for both single-instance Oracle databases and Oracle RAC databases.	
The proposed software should support block-level and flat-file backup with incremental/synthetic full backup cycles, full VM recovery, bare metal recovery for Windows/Linux, granular file-level restore, DB restore, and Instant VM recovery.	
The proposed backup solution should provide a mechanism to validate the consistency of the backup image before restoring the data to ensure only consistent data is getting restored.	
The proposed software should have a security dashboard with cyber security solution that includes: (a) Machine-learning-based prevention mechanism to prevent against cyber threats. (b) Behaviour analysis for ransomware detection and protection with encryption rollback. (c) Ransomware protection and Malware detection functionality (d) Alert mechanism in the event of detection of any anomaly	
Proposed solution should have Cyber Resilience capabilities to protect data from ransomware, malware or any other threat discovered from time to time. Solution should provide capability to scan backup data for any file anomalies or malware infection.	
Proposed Integrated Solution must support backup and restore of physical as well as virtual environments such as HyperV, VMware, AHV, Citrix XEN, KVM, Oracle VM, Kubernetes etc. with agentless / image backup	
The propose integrated solution must protect Oracle Linux virtual machines at the image level and support CBT (Change Block Tracking) based backups and CBT restores. The solution must not require dedicated physical proxy servers to perform image level backup.	
Must provide support to restore a single VM, single file from a virtualized environment. It must provide restore from the backup server management console for ease of use and centralzied administration	

Must not need a physical proxy to perform backup and recovery of vmware virtual environment. A single proxy must be able to perform minimum 20 concurrent streams with source deduplication	
The Proposed backup solution must support the Client side data de-duplication for the File System, Applications and Databases.	
Must be able to dynamically break up large backup sets to be backed up in parallel to allow backups to complete faster for Windows, Unix and Linux clients.	
Proposed disk based backup appliance should be able to interface with various industry leading server platforms operating systems and Must support LAN/SAN based D2D backup simultaneously via NFS v3, CIFS, FC , OST and NDMP protocols.	
The backup software must have in-built calendar based scheduling system and must support the ability to configure retries of client in case of backup failure	
It must support various level of backups including full, incremental, differential, synthetic and virtual synthetic backup methodology.	
Must support NAS and storage array based snapshot backup for off host zero downtime and zero load on the primary backup client.	
The integrated solution must allow setting up of different retention policies for backed up data at primary site and the replicated site.	
The integrated solution must provide single Graphical User Interface for backup, restore and management. The single GUI interface must provide management of backup software, disk based backup appliance	
Must have inbuilt feature for extensive alerting and reporting with pre-configured and customizable formats. The proposed solution must have capability to do trend analysis for capacity planning of backup environment not limiting to Integrated Backup Solution /Clients, Virtual Environment, Replication etc.	
The solution must be able to recreate backup catalog from data on existing volumes. Additionally in case of disaster or server crash, the backup solution must be able to restore the complete backup server configuration and catalog in timely manner	
Must be capable of integration with active directory infrastructure for ease of user rights management along with role based access control to regulate the level of management	

### 3. Media Server specifications

Description of Requirement	Compliance (Yes/No)
<b>Chassis</b>	
2U Rack Mountable	
<b>CPU</b>	
2 x Intel Xeon 4th or 5th Generation Silver/Gold/Platinum processor with 16 core, 2.5Ghz, 37.5Mb cache	

<b>Chipset</b>	
Latest Chipset	
<b>Memory</b>	
1TB RAM and expandable up to 2TB	
<b>HDD Bay</b>	
4 x 7.68TB NVMe drive	
<b>Controller</b>	
Embedded / PCIe based RAID controller with 8GB Flash backed write cache supporting RAID 0, 1, 5, 6, 10, 50, 60 Must support mix-and-match SAS, SATA, and NVMe drives to the same controller.	
<b>PCIe Ports</b>	
Supporting 8xPCIe5.0 slots	
<b>Network Ports</b>	
2 x Dual Port 10Gig Network Adapter with 10Gig Transceivers 2 x Dual Port 32Gig FC HBA Card	
<b>Interfaces</b>	
USB support with Up to 5 total: 1 front, 2 rear, 2 internal. 1GbE Dedicated management port	
<b>Power Supply</b>	
Hot plug redundant Power Supply with minimum 1600W	
<b>Fans</b>	
Redundant hot-plug system fans	
<b>Industry Standard Compliance</b>	
ACPI 6.3 Compliant	
PCIe 5.0 Compliant	
WOL Support	
Microsoft® Logo certifications	
PXE Support	
Energy Star	
SMBIOS 3.2	
UEFI 2.7	
Redfish API	
IPMI 2.0	
Secure Digital 4.0	
Advanced Encryption Standard (AES)	
Triple Data Encryption Standard (3DES)	
SNMP v3	
TLS 1.2	
DMTF Systems Management Architecture for Server Hardware Command Line Protocol (SMASH CLP)	
Active Directory v1.0	
ASHRAE A3/A4	
<b>System Security</b>	
UEFI Secure Boot and Secure Start support	

Tamper-free updates - components digitally signed and verified	
Immutable Silicon Root of Trust	
Ability to rollback firmware	
FIPS 140-2 validation	
Secure erase of NAND/User data	
Configurable for PCI DSS compliance	
TPM (Trusted Platform Module) 2.0 option	
Advanced Encryption Standard (AES) and Triple Data Encryption Standard (3DES) on browser	
Bezel	
Bezel Locking Kit option	
Support for Commercial National Security Algorithms (CNSA)	
Chassis Intrusion detection kit	
Secure Recovery - recover critical firmware to known good state on detection of compromised firmware	
<b>Operating Systems and Virtualization Software Support</b>	
Windows Server. Red Hat Enterprise Linux (RHEL) SUSE Linux Enterprise Server (SLES) VMware ESXi. Canonical Ubuntu Oracle Linux and Oracle VM	
<b>Provisioning</b>	
1. Should support tool to provision server using RESTful API to discover and deploy servers at scale	
2. Provision one to many servers using own scripts to discover and deploy with Scripting Tool (STK) for Windows and Linux or Scripting Tools for Windows PowerShell	
<b>Firmware security</b>	
For firmware security, system should support remote management chip creating a fingerprint in the silicon, preventing servers from booting up unless the firmware matches the fingerprint. This feature should be immutable	
Should maintain repository for firmware and drivers recipes to aid rollback or patching of compromised firmware. Should also store Factory Recovery recipe preloaded to rollback to factory tested secured firmware	
<b>Embedded Remote Management and firmware security</b>	
System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and historical reporting and should have support for multifactor authentication	
Server should have dedicated 1Gbps remote management port	
Server should have storage space earmarked to be used as a repository for firmware, drivers and software components. The components can be organized in to install sets and can be used to rollback/patch faulty firmware	
Server should support agentless management using the out-of-band remote management port	



The server should support monitoring and recording changes in the server hardware and system configuration. It assists in diagnosing problems and delivering rapid resolution when system failures occur	
Two factor Authentication	
Local or Directory-based user accounts with Role based access control	
Remote console sharing upto 6 users simultaneously during pre-OS and OS runtime operation, Console replay - Console Replay captures and stores for replay the console video during a server's last major fault or boot sequence. Microsoft Terminal Services Integration, 128 bit SSL encryption and Secure Shell Version 2 support.Should provide support for AES and 3DES on browser.Should provide remote firmware update functionality.Should provide support for Java free graphical remote console.	
Should <b>support managing multiple servers as one via</b> <ul style="list-style-type: none"> <li>• Group Firmware Update</li> <li>• Group Configuration</li> <li>• Group Virtual Media and Encrypted Virtual Media</li> </ul>	
Should support RESTful API integration	
Server should have security dashboard, displaying the status of important security features, the Overall Security Status for the system, and the current configuration for the Security State and Server Configuration Lock features.	
<b>Server Management</b>	
Software should support dashboard view to quickly scan the managed resources to assess the overall health of the data center. It should provide an at-a-glance visual health summary of the resources user is authorized to view.	
The Dashboard minimum should display a health summary of the following: <ul style="list-style-type: none"> <li>• Server Profiles</li> <li>• Server Hardware</li> <li>• Appliance alerts</li> </ul>	
The Systems Management software should provide Role-based access control	
Zero Touch Provisioning (ZTP) using SSDP with remote access	
Management software should support integration with popular virtualization platform management software like Vmware vCenter & vRealize Operations, and Microsoft System Center & Admin Center	
Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD and auto-creation of case ID	
Should provide an online portal that can be accesible from anywhere. The portal should provide one stop, online access to the product, support information and provide information to track warranties, support contrats and status. The Portal should also provide a personalised dashboard to monitor device heath, hardware events, contract and warranty status. Should provide a visual status of individual devices and device groups. The Portal should be available on premise (at our location - console based) or off premise (in the cloud).	
Should help to proactively identify out-of-date BIOS, drivers, and Server Management agents and enable the remote update of system software/firmware components.	

Should have dashboard for firmware baselines while performing minimum required firmware checks and highlighting out-of-compliance devices for updates with the selected firmware baseline	
The Server Management Software should be of the same brand as of the server supplier.	
<b>Warranty</b>	
5 Years 4 hr CTR 24x7 Support	

#### 4. Tape Library specifications

Functionality	
Capacity	Complied (Yes/No)
1. Offered Tape Library shall support Native data capacity of 11PB (uncompressed) using LTO-9 Technology.	
2. Shall be offered with Minimum of three LTO-9 FC tape drive. Drive shall support encryption	
3. Shall be offered with 40 Cartridge slots and shall be scalable to 640 slots.	
<b>Tape Drive Architecture</b>	
1. Offered LTO-9 drives in the Library shall conform to the Data rate matching technique for higher reliability.	
2. Tape Drive Architecture in the Library shall conform to the INCITS T10 standard ADI Protocol or newer standards.	
<b>Scalability</b>	
Tape Library shall be scalable to minimum of 48 number of LTO-9 drives	
<b>Speed</b>	
Offered LTO-9 drive shall support 400MB/sec in Native mode.	
<b>Connectivity</b>	
Offered Tape Library shall provide native FC connectivity to SAN switches.	
<b>Partitioning</b>	
Offered tape library shall have flexibility to configure each offered drive into a separate partition. Offered tape libray shall have support for 21 partition when fully populated. Vendor shall provide the license for same.	
<b>Encryption device</b>	
Offered Library shall be provided with a hardware device like USB key, separate appliance etc. to keep all the encrypted keys in a redundant fashion.	
<b>Management</b>	
Tape Library shall provide web based remote management.	
<b>Barcode Reader and Mail slots</b>	
Tape library shall support Barcode reader and mail slot.	
Tape Library shall be offered with 5 mail slots within the 40 cartridge slots.	
Every additional 40 Cartridge slots shall provide the flexibility to use 5 slots as mail slots.	
<b>Other Features</b>	
Tape Library shall have GUI Panel	
Shall be rack mountable.	

Shall have option for redundant power supply	
Tape Library shall be supplied with software which can predict and prevent failures through early warning and shall also suggest the required service action.	
Offered drives in the tape library shall optionally support both data path and control path failover.	
Offered Software shall also have the capability to determine when to retire the tape cartridges and what compression ratio is being achieved.	

I hereby certify that the Backup solution proposed fulfills all Technical requirements

Dated at \_\_\_\_\_ this day of \_\_\_\_\_ 2025

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

(This letter should be on the letterhead of the of the company by the Bidder and OEM duly signed by an authorized signatory)

**Annexure XIII- Make in India Certificate**

**Re: RFP for procurement of Backup solution for ODS project of LIC of India**

**RFP Ref: LIC/CO/IT-DT/ODS/Backup solution/2025/01 dated: 21.03.2025**

**(To be certified by statutory auditor or cost auditor of the company (in the case of companies) for a tender value above Rs.10 crores giving the percentage of local content.)**

To,  
The Executive Director (IT-DT)

Dear Sir/Madam,

1. In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendments, we hereby certify that we M/s \_\_\_\_\_ are local supplier meeting the requirement of minimum local content i.e., \_\_\_\_\_% against LIC Tender No..... dated..... We qualify as a \_\_\_\_\_ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows:  
\_\_\_\_\_.
2. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
3. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

Place:  
Date:

[Signature of Authorized Signatory of Bidder]

Name:  
Designation:  
Seal:

**Annexure XIV: Bid Security Declaration**

**Re: RFP for procurement of Backup solution for ODS project of LIC of India**

**RFP Ref: LIC/CO/IT-DT/ODS/Backup solution/2025/01 dated: 21.03.2025**

To,

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

Dear Sir,

After examining/reviewing provisions of above referred tender documents (including all corrigendum/Addenda), we M/s. .... (Name of Bidder) have submitted our bid .

We, M/s. .... (Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We hereby accept that if, at any time during the bid validity period specified in the tender, we:

- (a) withdraw, modify, amend, impair, or derogate from our bid as submitted; or
- (b) having been notified of the acceptance of our bid by Oil India Limited during the bid validity period:
  - (i) fail or refuse to accept the purchase order or execute the contract, if required; or
  - (ii) fail or refuse to furnish the Contract Performance Security as per the tender document; or
  - (iii) fail or refuse to accept 'arithmetical corrections' as per the tender document; or
- (c) engage in corrupt, fraudulent, collusive, or coercive practices as defined in the applicable procedure;

then, we shall be suspended from participating in any bid process initiated by LIC for a duration equal to one year (12 months) , starting from the date of such withdrawal, modification, failure, refusal, or misconduct.

Sd/-

Authorized Signatory

Name:

Designation:

Date: \_\_\_\_\_/ 2025

Place:

Company Seal

## Section-F: Schedules

### Schedule-1- Functional requirements and Scope of Work

Re: RFP for procurement of Backup solution for ODS project of LIC of India

RFP Ref: LIC/CO/IT-DT/ODS/Backup solution/2025/01 dated: 21.03.2025

#### A. Functional requirements :

1. Primary site at Vile Parle DC has the following Exadata Machines.
  - a. Exadata X7-2 quarter rack which hosts
    - Primary database (PRODS) and
  - b. Exadata X5-2 one-eighth rack which hosts two VMs.
    - VM-1 hosts TDODS database
    - VM-2 hosts PRSMS database
2. Standby Database at Bangalore COLO have the following Exadata Machines
  - a. Exadata X9M-2 HC machines which hosts 2 VMs
    - VM-1 hosts BGLODS database (which is the standby database of primary database - PRODS)
    - VM-2 hosts BGLSMS database and BGLUAT database (which are the standby databases of primary databases PRSMS and TDODS respectively)
3. Primary and standby databases are replicated using oracle dataguard utility.
4. There is one RMAN catalog database server at each site. The catalog database should be backed up daily.
5. There are 2 staging servers at each site. The staging servers contain flat files which needs to be backed up
6. For Database backups, RMAN utility shall be the tool used.
7. For Flat file backups, the facilities of backup software should be used.
8. For Primary database servers at primary site on Oracle Exadata X7-2(PRODS), the Storage Appliance shall be directly mounted as a partition on database servers. Backups shall be made to the mounted partition directly through RMAN utility invoked from database servers (disk to disk). The connection shall be point-to-point direct Optical Fiber without connecting through Dell unified switch. Please see proposed connection diagram in schedule-3.
9. Similarly, for Standby database servers at standby site, the Storage Appliance shall be directly mounted as a partition on VM database servers (BGLODS, BGLSMS and BGLUAT). Backups shall be made to the mounted partition directly through RMAN utility invoked from database servers (disk to disk). The connection shall be point-to-point direct Optical Fiber without connecting through Dell unified switch. Please see proposed connection diagram in schedule-3.
10. The other oracle database servers, staging servers, media servers at each sites shall be connected to unified switch (Dell switch) Backup from these database servers shall be scheduled and executed from Backup software (thru RMAN scripts interfaced with Backup software) from database servers to Backup appliance (disk to disk)
11. The flat file Backups from 2 staging servers at each site shall be taken through of the facilities available in Backup software(disk-to-disk) . For staging servers, backups from Servers to tapes also shall be configured (server to tapes)
12. The backups from Backup Appliance to tapes shall be configured for all the backup sets created (disk to tape) .
13. For all RMAN backups interfaced with proposed backup software, the RMAN retention policy should dominate/over-ride the retention policies of Backup software. Backup software should have the facility to configure the over-riding of RMAN policies over the policies of proposed Backup software.
14. Backup software should support both RMAN retention policies, like Recovery window as well as Redundancy policy – to over-ride over backup product related policies.
15. For all RMAN backups interfaced with proposed backup software, all the RMAN commands like cross-check backups, delete obsolete etc. shall work seamlessly and delete obsolete backup

sets/files from catalog database, backup software repository database and from disk.

16. For all RMAN backups interfaced with proposed backup software, the maintenance activities like cross-check backup and delete obsolete should be configured and scheduled from proposed backup software.
17. Retention policies of Backups from Appliance to tapes shall be governed by retention policies of Backup software ( as RMAN utility is not involved in Appliance to tape backups).
18. The proposed backup software shall be fully compatible to work on Oracle Exadata machines X5-2 , X7-2 and X9M-2 . The software should be certified by respective Backup software OEM to be compatible with Oracle Exadata systems.
19. The agents/plugins/backup software pertaining to backup software deployed on Exadata database servers shall be compatible with Exadata machines and should not cause any performance issues, huge consumption of resources, file locking etc.
20. The backup software that would be installed on media servers and the agents on Exadata systems should be compatible and certified to work on Oracle Enterprise Linux latest version.( the existing version on Oracle Exadata systems is OEL version 8)
21. The proposed backup software should fully support the Exadata RAC features. The RMAN backup executed on one node should get distributed, channel-wise across both RAC nodes. In case of a node reboot or failure, the RMAN backup channels running on failed node should seamlessly fail-over to the other node without disrupting the backup operation.
22. The Media Management Layer (MML) of the backup software should not consume huge resources (CPU cycles and Memory) and / or cause database waits/MML waits.
23. Proposed backup software should provide deduplication and compression facilities.
24. Proposed backup software should support TDE feature of Oracle database and should ensure high deduplication and compression ratios on backups.
25. Proposed Backup software should support Hybrid columnar compression (HCC) feature of Exadata and should provide high deduplication and compression ratios on backups.
26. Proposed backup software shall support Virtual Tape library for backups to disks as well as restoration.
27. Vendor should perform restoration drill from the backup once in a half-year. Restoration should include restoration from LTO tapes and recovery thru RMAN integrated thru backup software
28. The expected database size growth of Main database is 15% year-on-year. For the current size of Database please see Table -A, Section -B below.

**B. Current Data /Database size ( at each location) – Table A**

Sr No	Database Size / Flat files	Current Size
1	Main(Primary) Database	36 TB
2	UAT Database( Test and Development)	5 TB
3	SMS Database	4 TB
4	OEM application database	4 TB
5	Flat files	5 TB

**C. Scope of Work - Description of services –**

**1) Installation and configuration**

1. Supply , installation, implementation, configuration and maintenance of entire Back solution including all the required hardware and software components like Backup software, Backup/Storage Appliance, Backup/Media Servers , LTO 9 Tape libraries, LTO-9 Tape media ( 20 numbers for each site including 2 cleaning tapes for each site ) , Backup software.
2. The indicative Bill of Quantities for the hardware components required for the solution is provided in Schedule-2. Bidders are encouraged to include any additional components or items necessary to ensure a comprehensive and fully functional backup solution in their proposal.

3. Decommissioning of existing Backup appliance and backup servers in co-ordination with existing vendor.
4. Installation and configuration of Backup solution hardware and software components. Installation and configuration of Backup /Storage appliance. Configuration of hardware components for HA and fail-overs.
5. Rack layout diagram and full infrastructure diagram shall be prepared by vendor. Rack layout along with network cabling -Preparation of racks for installation including all required cabling and all other activities required for installation of hardware.
6. BIOS upgradation /configurations of servers, storage appliances, tape library
7. Configuration of IPs and network, configuring management ports and IPs for iloms, managing systems remotely, configuring interface for remote management of LTO tape library
8. Configuring as per IP schema layout and VLAN layout. Ensuring proper connectivity and access to the new setup.
9. All works related to cabling and connectivity from Dell unified switches to Appliance, Tape libraries and servers need to be carried out by the vendor.
10. All the cabling should be carried out in structured cabling with proper tagging of cables.
11. The activities related to patch panels, connecting to power source shall be carried out by Vendor.
12. Installation of latest version of compatible Operating system (Oracle Enterprise Linux) on Backup servers and OS hardening to be carried out by the vendor.
13. OS level and Infrastructure level patching of all hardware and software components to be carried out by Vendor.

**2) Backup configurations :**

14. Configuration of Oracle RMAN backup scripts (both for daily full backups as well as Incremental backup strategies) for direct RMAN backups to Backup Appliance mounted on Database servers – for all databases at both locations.
15. Configuration of RMAN backup encryption using Oracle TDE for backups. (Tablespaces have been encrypted using Oracle TDE. RMAN backup should also be encrypted using TDE).
16. Configuration of RMAN backup operations to use the catalog databases at each site.
17. Scheduling of RMAN backups and maintenance jobs like cross-check backups, delete obsolete etc.
18. Setting up of automated mail alerts for Backup failure, successful completions etc.
19. Defining required RMAN parameters for backup operations. Upgradation of RMAN catalog database.
20. Configuration of backups of RMAN catalog databases to backup appliance.
21. Configuration of backup of Oracle TDE key wallet to be taken to Backup appliance and from there to Tapes.
22. Configuration of Backup software. Installation of Backup software agents, plugins on Database nodes.
23. Configuration of flat file backups from Staging servers to Backup Appliance as well as Tape Library .
24. Setting up and configuration of remote management interface for Tape library
25. Scheduling of all Backups through Backup software scheduling facilities.
26. Updating patches to the latest patch set.
27. Preparation of detailed documentation for configurations made.

**3) Security configurations.**

28. Vendor shall prepare a secure configuration document and shall carry out the OS hardening, co-ordinate with LIC security team for anti-virus installation
29. Prepare secure configuration documents for all the configurations and installations.
30. Security hardening for all components supplied and installed
31. Vendor shall perform regular periodic patching all the servers and infrastructure related to Backup solution



32. Vendor shall undertake to fix the security gaps reported in CAVA scanning and security audits on all servers, appliances and components.
33. The backup data should be air-gapped via tape-based backups, ensuring an additional layer of protection against cyber threats.
34. The backup software should support secure API integrations with existing security monitoring solutions (SIEM, SOC).
35. The solution must support automatic backup verification to detect corruption or unauthorized modifications.
36. The backup solution should allow for encryption key management via an external Key Management System (KMS) for better security control.
37. The media server and backup appliance should harden OS configurations, disabling unused ports and enforcing secure authentication mechanisms.
38. The solution should support backup data integrity validation through checksums and hash verification mechanisms.

**4) Performance requirements**

39. The backup performance requirements are mentioned in Section-B Clause 6. Service level agreement

**5) Scalability requirements**

40. The proposed backup solution must support future expansion, allowing for seamless capacity upgrades in both the backup appliance and tape library.
41. The solution should support backup and restore operations for heterogeneous environments, including Oracle Databases, Linux, Windows, and VMware workloads.
42. The solution should provide incremental and differential backup support, along with deduplication and compression to optimize storage utilization.

**6) Product Lifecycle Requirements:**

43. The proposed media server, backup software, tape library, and backup appliance must not be declared End of Life (EOL) or End of Support (EOS) within the next 5 years from the date of procurement.
44. The OEM should provide a commitment in writing that firmware, software patches, and hardware support will be available for at least 5 years from the procurement date.
45. The proposed solution should have a published roadmap from the OEM indicating continued support and enhancements.
46. The backup software should support the latest OS and database versions, ensuring compatibility with future upgrades.
47. The tape library should support future generations of LTO media (LTO-10 and beyond) for long-term investment protection.

**7) Comprehensive warranty support/ATS support requirements.**

48. The comprehensive warranty for Backup appliance shall be for a period of One year. For other hardware and Software components, the comprehensive warranty shall be for a period of 5 years.
49. Service Provider shall support the Product and its associated items/components including OS/firmware during the period of Warranty/AMC as specified in this Scope of Work.
50. During the Warranty/AMC period, Service Provider will have to undertake comprehensive support of the entire Product (hardware/components/ operating software/firmware) supplied by them at no additional cost to LIC. During the support period (Warranty/AMC), Service Provider shall maintain the Product (hardware/ software, etc.) to comply with parameters defined for acceptance criteria and Service Provider shall be responsible for all costs relating to Labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the designated site(s) in connection with the repair/ replacement of the Product (hardware/ equipment/ components/ software or any component/ part there under), which, under normal and

- proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
51. AMC support and management for all the hardware components including free replacement of spares, parts, kits as and when necessary, during the term of the contract of 3 years. Comprehensive Maintenance shall include, among other things, maintenance of the systems, OS maintenance, patching, troubleshooting, when required and in the event of system crashes/malfunctioning, arranging configuring as per the requirement of LIC, replacement of the faulty hardware component etc.
  52. During the support period (Warranty/AMC), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Product and its components as per the LIC's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the system as per the RFP, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the RFP, fine tuning, system monitoring, log maintenance, etc. Service Provider shall provide services of an expert engineer at both LIC's DC and DR sites whenever it is essential. In case of failure of Product (hardware, system software or any of its components), Service Provider shall ensure that Product is made operational to the full satisfaction of LIC within the given timelines. Service Provider shall provide preventive maintenance schedules as per periodicity decided.
  53. On site comprehensive warranty for the Product would include free replacement of spares, parts, kits, resolution of problem, if any, in Product warranty/ AMC for the system software/ off-the shelf software will be provided to LIC as per the general conditions of sale of such software.
  54. In case of failure of hardware, system software the vendor shall ensure that system is made operational to the full satisfaction of LIC within the defined CTR (call to repair) period.
  55. Updation of OS versions, patches and new software versions in Backup Appliance , Servers , Backup software and other hardware components.
  56. Vendor shall undertake to fix the security gaps reported in CAVA scanning and security audits
  57. Support for Future additions of Hardware / Software, if required
  58. LIC would have the right to:-
  59. Shift the supplied system to an alternate site of its choice
  60. Expand the capacity/enhance the features/upgrade the hardware/software supplied either from the vendor, or another vendor.
  61. Data Restoration after replacement of peripherals would be done under AMC.
  62. The AMC/Support terms would not be considered as violated if any of events specified under (9) above takes place.
  63. Support (AMC/Support) would be comprehensive in nature and must have back-to-back support from the OEM. The vendor will warrant Equipment against defect arising out of faulty design, materials, etc. during the specified support period. The vendor will provide support for operating systems and other pre-installed software components/system software during the specified period of the hardware on which these software and operating system will be installed. The vendor shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.
  64. Support (Warranty/ AMC) would be on-site and comprehensive in nature and must have back to back support from the OEM/Service Provider. Undertaking on the lines of Appendix-H of this RFP document is required to be submitted by Service Provider, duly endorsed by the OEM that in case Service Provider fails to provide Services then OEM shall provide the same at no extra cost, to the satisfaction of LIC . Service Provider warrants Products against defect arising out of faulty design, materials, etc. during the specified support period. Service Provider will provide support for operating systems and other pre-installed software components/system software during the specified period of the hardware on which these software and operating system will be installed. Service Provider shall repair or replace

- worn out or defective parts including all plastic parts of the Equipment at his own cost including the cost of transport.
65. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
  66. Diagnostics for identification of systems failures
  67. Protection of data/ Configuration
  68. Recovery/ restart facility
  69. Backup of system software/ Configuration
  70. Sharing of RCA
  71. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by LIC.
  72. Service Provider shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by LIC for such needs, if any, during the support period.
  73. Service Provider support staff should be well trained to effectively handle queries raised by the employee(s) or authorized user(s) of LIC.
  74. During the support period (AMC/Support) the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Equipment and Software Solution and its components as per the LIC's requirements. Comprehensive maintenance shall include, among other things, maintenance of the system, Equipment and Software Solution as per the LIC's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the LIC, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at locations wherever required, whenever it is essential. In case of failure of product/Equipment (hardware, system software or any of its components), Software Solution, the Bidder shall ensure that product/Software Solution is made operational to the full satisfaction of the LIC within the given timelines. The selected Bidder shall provide preventive maintenance schedules as per periodicity, which shall be specified in advance
  75. Suggesting LIC the upgradation required in software/hardware well in time and help in capacity planning on ongoing basis.
  76. Updated escalation matrix shall be made available to LIC once in each quarter and each time the matrix gets changed.

## Schedule-2 - Bill of Quantity

### Note:

**The indicative Bill of Quantities for the hardware components required for the solution is provided in this Schedule. Bidders are encouraged to include any additional components or items necessary to ensure a comprehensive and fully functional backup solution in their proposal.**

### A. Backup Appliance/Storage configuration

#### DC, Vile Parle

##### Storage System (ATO Model)

- Controller (Qty: 2)

##### Cables and Accessories

- 3-meter, mini-SAS HD to mini-SAS HD, active optical cable (for factory installation) (Qty: 16)
- Dual Port 16 Gb or 32 Gb Fibre Channel PCIe HBA with 2 transceivers, equivalent brand (for factory installation) (Qty: 4)
- One 64 GB DDR4-3200 registered DIMM (for factory installation) (Qty: 16)
- Dual Port 25 Gb Ethernet Adapter v2, compatible brand (for factory installation) (Qty: 2)
- 10/25 GbE Dual Rate SFP28 Short Range (SR) Transceiver (for factory installation) (Qty: 4)
- Power cord: Rack Jumper, 2 meters, C14RA plug, C13 connector, 13 A (for factory installation) (Qty: 4)
- QSFP to QSFP passive copper cable: 5 meters (Qty: 4)
- Optical splitter cable assembly: 10 meters, MT ferrule terminated, 12-fiber to 4x2-fiber, multimode, MPO to 4 LC connectors, extended breakout, 50/125 diameter, OM4, LSZH, riser (Qty: 4)
- Dual Port 100 Gb Ethernet Adapter, compatible brand (for factory installation) (Qty: 4)
- QSFP28 short-range transceiver (for factory installation) (Qty: 4)
- QSFP28 short-range transceiver (Qty: 4)

##### Storage Drive Enclosure

- Storage Drive Enclosure Base Chassis (for initial system installation) (Qty: 1)
- 22 TB, 7200 rpm, 3.5-inch SAS-3 HDD with coral bracket (for factory installation) (Qty: 20)
- 3.5-inch eMLC SAS SSD write flash accelerator with coral-dory bracket (for factory installation) (Qty: 2)
- 7.68 TB, 3.5-inch SAS SSD with coral bracket and dory adapter (for factory installation) (Qty: 2)
- Power cord: Rack Jumper, 2 meters, C14RA plug, C13 connector, 13 A (for factory installation) (Qty: 2)
- Cable: 1 meter, mini SAS HD to mini SAS HD (for factory installation) (Qty: 2)
- Cable: 3 meters, mini-SAS HD to mini-SAS HD, active optical (for factory installation) (Qty: 2)

##### Storage Drive Enclosure for Field Installation

- Storage Drive Enclosure Base Chassis (for field installation) (Qty: 1)
- 22 TB, 7200 rpm, 3.5-inch SAS-3 HDD with coral bracket (for factory installation) (Qty: 20)
- 3.5-inch SSD write flash accelerator with coral bracket and dory adapter (for factory installation) (Qty: 2)
- 7.68 TB, 3.5-inch SAS SSD with coral bracket and dory adapter (for factory installation) (Qty: 2)
- Power cord: Rack Jumper, 2 meters, C14RA plug, C13 connector, 13 A (for factory installation) (Qty: 2)
- Cable: 1 meter, mini SAS HD to mini SAS HD (for factory installation) (Qty: 2)
- Cable: 3 meters, mini-SAS HD to mini-SAS HD (for factory installation) (Qty: 2)

##### Exadata Direct Connect Assembly

- 100 Gb Ethernet Switch (Qty: 2)
- 100 Gb Ethernet Adapter (Qty: 2)
- QSFP28 copper cable assembly: 5 meters (Qty: 4)
- 1m copper QSFP28 cables (Qty: 2)

### DR site , Bangalore COLO :

#### High-End Storage System (ATO Model)

- Controller (Qty: 2)

##### Cables and Accessories

- 3-meter, mini-SAS HD to mini-SAS HD, active optical cable (for factory installation) (Qty: 16)
- Dual Port 100 Gb Ethernet Adapter, compatible brand (for factory installation) (Qty: 4)

- Dual Port 16 Gb or 32 Gb Fibre Channel PCIe HBA with 2 transceivers, equivalent brand (for factory installation) (Qty: 4)
- 64 GB DDR4-3200 registered DIMM (for factory installation) (Qty: 16)
- 10/25 GbE Dual Rate SFP28 Short Range (SR) Transceiver (for factory installation) (Qty: 4)
- Dual Port 25 Gb Ethernet Adapter v2, compatible brand (for factory installation) (Qty: 2)
- QSFP28 short-range transceiver (for factory installation) (Qty: 4)
- Power cord: Rack Jumper, 2 meters, C14RA plug, C13 connector, 13 A (for factory installation) (Qty: 4)
- Optical cable assembly: 10 meters, MT ferrule terminated, 12-fiber, multimode, MPO connectors (Qty: 8)
- QSFP28 Copper Cable assembly: 5 meters (Qty: 4)

#### Storage Drive Enclosure

- Storage Drive Enclosure Base Chassis (for initial system installation) (Qty: 1)
- 22 TB, 7200 rpm, 3.5-inch SAS-3 HDD with coral bracket (for factory installation) (Qty: 20)
- 3.5-inch eMLC SAS SSD write flash accelerator with coral-dory bracket (for factory installation) (Qty: 2)
- 7.68 TB, 3.5-inch SAS SSD with coral bracket and dory adapter (for factory installation) (Qty: 2)
- Power cord: Rack Jumper, 2 meters, C14RA plug, C13 connector, 13 A (for factory installation) (Qty: 2)
- Cable: 1 meter, mini SAS HD to mini SAS HD (for factory installation) (Qty: 2)
- Cable: 3 meters, mini-SAS HD to mini-SAS HD, active optical (for factory installation) (Qty: 2)

#### Storage Drive Enclosure for Field Installation

- Storage Drive Enclosure Base Chassis (for field installation) (Qty: 1)
- 22 TB, 7200 rpm, 3.5-inch SAS-3 HDD with coral bracket (for factory installation) (Qty: 20)
- 3.5-inch SSD write flash accelerator with coral bracket and dory adapter (for factory installation) (Qty: 2)
- 7.68 TB, 3.5-inch SAS SSD with coral bracket and dory adapter (for factory installation) (Qty: 2)
- Power cord: Rack Jumper, 2 meters, C14RA plug, C13 connector, 13 A (for factory installation) (Qty: 2)
- Cable: 1-meter, mini-SAS HD to mini-SAS HD (for factory installation) (Qty: 2)
- Cable: 3 meters, mini-SAS HD to mini-SAS HD (for factory installation) (Qty: 2)

### **B. Media Server Configuration and Components ( One server each for Primary and DR site)**

Sr. No.	Component Description	DC Site	DR Site
1	2U Rack-Mountable Server Chassis with 8 x 2.5" Drive Bays	1	1
2	Dual 16-core 2.5GHz Processors (185W TDP)	2	2
3	32GB DDR5-4800 ECC Registered Memory Module	16	16
4	8-Bay Tri-Mode U.3 NVMe/SAS/SATA Drive Cage Kit	1	1
5	7.68TB NVMe Gen4 U.3 Solid-State Drive (Enterprise Grade)	4	4
6	Dual-Port 32Gb Fibre Channel Host Bus Adapter	2	2
7	Dual-Port 10Gb Ethernet Adapter (SFP+ Interface)	1	1
8	Dual-Port 10Gb Ethernet Adapter (OCP3 Interface)	1	1
9	96W Lithium-Ion Smart Storage Battery with Cable Kit	1	1

10	Storage Controller Enablement Cable Kit	1	1
11	8GB Cache Storage Controller (OCP Form Factor, SPDM Supported)	1	1
12	10Gb SFP+ SR Optical Transceiver	4	4
13	1600W Platinum Efficiency Hot-Plug Redundant Power Supply Unit	2	2
14	Advanced Remote Management License with 3 Years Support	1	1
15	Cloud Management Server Enablement Kit	1	1
16	CPU to OCP2 x8 Slot Enablement Kit	1	1
17	Standard Cooling Fan Kit for 2U Server	1	1
18	CE Mark Removal Enablement Kit (if applicable)	1	1
19	High-Performance Heat Sink Kit for 2U Rack Server	2	2
20	Installation and Startup Service	1	1
21	Startup SVC	1	1
22	5 Years 24/7 4 hr ctr Service	1	1
23	Integrated Remote Management Support	1	1

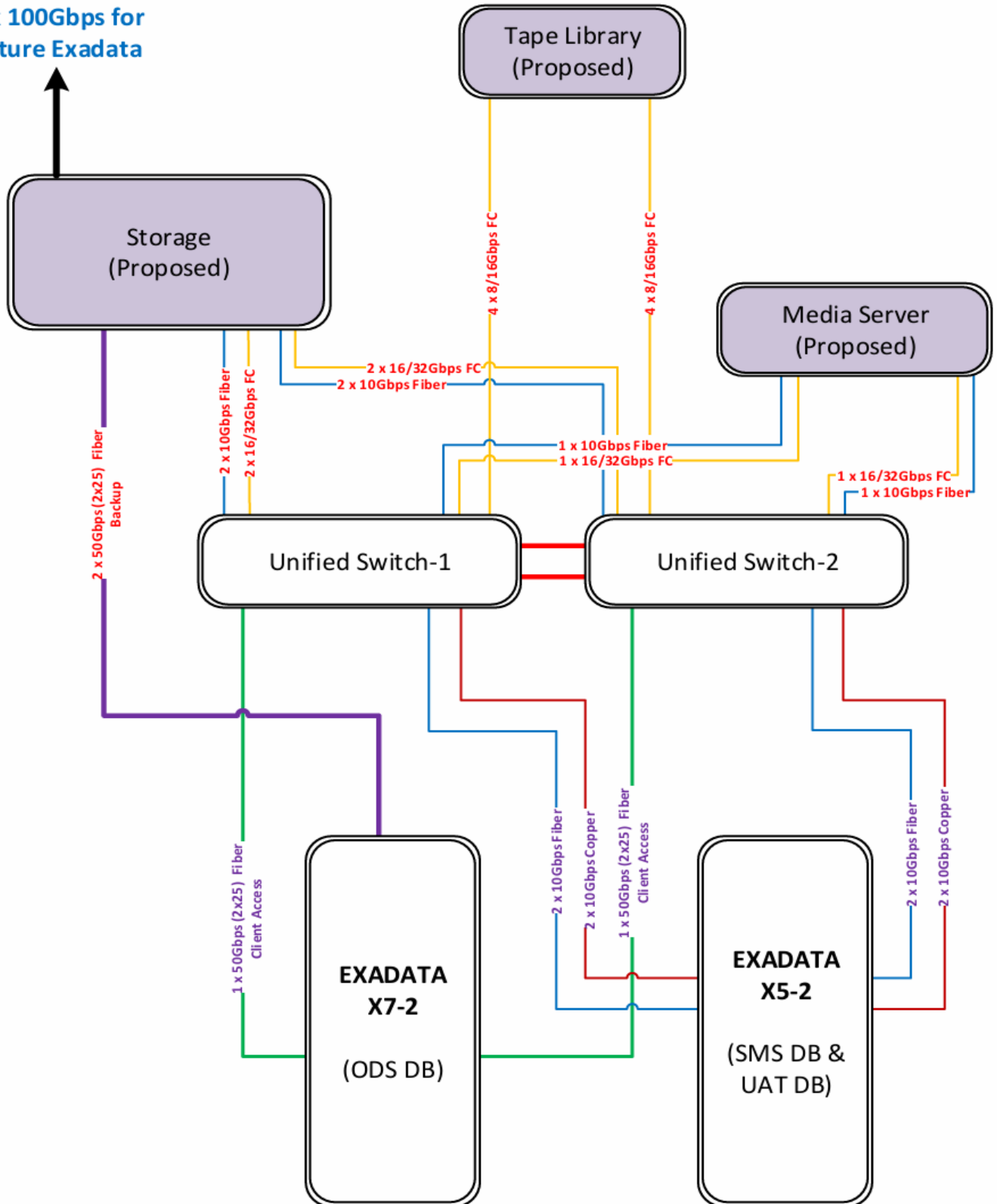
**C. Tape Library(For both DC and DR sites) LTO-9 Tape library Model with at least 9 tape drives**

Product Description	DC Quantity	DR Quantity
Base Module	1	1
Scalable Library Expansion Module	1	1
Upgrade Power Supply Kit	1	1
Tape Drive Upgrade Kit	1	1
High-Capacity LTO Tape Drive (e.g., LTO-9)( at least 9 tape drives should be available )	1	1
LTO Data Cartridges with Cases	20	20
LTO Cleaning tapes	2	2
Installation Service	1	1
Tape Drive Installation Service	1	1
System Start-up Service	1	1
System Setup and Support Services	1	1
5-Year 24/7 4 hr ctr Support & Warranty	1	1
Tape Library Expansion Module Support	1	1
Base Module Support	1	1
Data Verification Support	1	1

PR Site – Proposed connections and Layout

***PRIMARY SITE, MUMBAI***

2 x 100Gbps for Future Exadata





# DISASTER RECOVERY SITE, BENGALURU

2 x 100Gbps for Future Exadata

